

San Ysidro School District Governing Board

AGENDA

Thursday
July 15, 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.

**Vista Del Mar Middle School
Auditorium
4885 Del Sol Blvd
San Diego, CA 92154**

GENERAL ADMINISTRATION

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

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, JUNE 24, 2021

5:00 p.m.

Via Zoom Teleconference

Pursuant to Governor Newsom's Executive Order N-29-20, this Regular Meeting of the San Ysidro School District Board was held by teleconference. Trustees of San Ysidro School District Board and the public participated in this meeting via teleconference. The Public may view this meeting by accessing the following link <https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos>. Public comment may be submitted by email to publiccomment@sysdschools.org on or before Thursday, June 24, 2021 at 3:00 p.m. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: <https://forms.gle/n3zU3XSUntquTvtY6> on or before Thursday, June 24, 2021 at 3:00 p.m. 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). To listen to this meeting in Spanish, please call 1 (413) 350-0549 and enter the access code 527 300 364#. Closed Session was held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. Closed Session was conducted in accordance with applicable sections of California Law.

Minutes

1. CALL TO ORDER Who: President Martinez Time: 5:01 p.m.

President Martinez announced that this Governing Board meeting is conducted pursuant to California Government Code Section 54953 and Governor Newsom's Executive Order N-29-20.

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

All votes during this meeting were completed by roll call.

3. AGENDA

The Board approved the agenda.

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

4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

Persons who wish to comment on topics included on the Closed Session Agenda item were invited to submit comments via email to the following email address publiccomment@sysdschools.org on or before Thursday, June 24, 2021 at 3:00 pm. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: <https://forms.gle/n3zU3XSUntquTvtY6> on or before Thursday, June 24, 2021 at 3:00 p.m. Please limit comments to 300 words or less. All comments

submitted will be read aloud during the meeting. Please note, all email correspondence relating to this meeting will become part of the Board minutes.

There were no public comments.

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

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:06 p.m. in accordance with section 54954.5 regarding:

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

5.2 GOVERNMENT CODE SECTION 54957.6 (Gonzales)
CONFERENCE WITH LABOR NEGOTIATORS
Agency Negotiators: Linda Gonzales, Executive Director of Human Resources
Employee Organizations:
San Ysidro Education Association/CTA
California School Employees Association, Chapter 154
Unrepresented:
Administrators, Classified Management, Confidential/Supervisory

5.3 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)
Pursuant to Government Code Section 54956.9(d)(1)
Case: San Diegans for Open Government vs. Fonseca
Case No. 37-2017-00007369-CU-MC-CTL

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

5.5 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Potter)
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:
No. of cases: 1

RECONVENED into OPEN SESSION at 6:06 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: 6:06 p.m.

President Martinez announced that this Governing Board meeting is conducted pursuant to California Government Code Section 54953 and Governor Newsom's Executive Order N-29-20.

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. BOARD RECOGNITIONS - DISTINGUISHED CHAMPION AWARDS (Mata)

9.1 San Ysidro Women's Club Scholarship Essay Awardees

- Liliana Torres, San Ysidro Middle School 8th Grade Student Graduate- *Not present*
- Alexis Carrillo, San Ysidro Middle School 8th Grade Student Graduate- *Not present*
- Glen Chandler II, Vista Del Mar Middle 8th Grade Student Graduate

10. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

Persons who want to comment on topics not included on the agenda or comment on agenda items were invited to submit comments via email to the following email address

publiccomment@sysdschools.org on or before Thursday, June 24, 2021 at 3:00 pm. Please limit comments to 300 words or less. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: <https://forms.gle/n3zU3XSUntquTvtY6> on or before Thursday, June 24, 2021 at 3:00 p.m. All comments submitted will be read aloud during the meeting. Please note, all email correspondence relating to this meeting will become part of the Board minutes. If your comment is related to a specific Agenda item, please identify the Agenda item in the subject of your email.

Public comments attached.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Board Member Irene Lopez, Commented: 1) We have a lot of decisions to make and we will look at every aspect and give our support to what's best for our students, staff and the community. 2) We are looking to safely bring back our students on campus this new school year. 3) Thanked the teachers and classified unions. We have accomplished a lot working together. 4) Thanked everyone for their prayers and support for her family.

Board Member Gurmilan, Commented: 1) Encouraged everyone to continue keeping up with district resources and activities. School is out but we continue working for the community and students. 2) We are here to support you and listen to your concerns. 3) The new school year seems to be starting off on the right foot. Thanked everyone for working together. 4) Wished everyone a great summer.

Board Clerk Pallasigue, Commented: 1) Appreciates the support from staff to end the year strongly in spite of everything. 2) Appreciates the unions and their continued positive effort. Students are everyone's priority. 3) San Ysidro has become an example to neighboring school districts because of our staff and teachers. We have the best teachers in the state and the best staff. 4) Looks forward to the new school year.

Board Vice-President Rudy Lopez, Commented: 1) Thanked the Bond Oversight Committee for their service this past year. 2) We will be approving the Long Range Master Facilities Plan and Technology Plan. 3) Looks forward to next year's annual report

Board President Martinez, Commented: 1) Thanked staff for an excellent school year. 2) Commended the teachers, classified staff and the administrative team for getting us through this difficult year. 3) We will be opening up our schools and offering the online learning academy. Safety will always continue to be the priority. 4) Our prayers are always with Board Member Irene Lopez.

Superintendent Potter, Commented: 1) We are one of seventeen school districts in the United States to be recognized as a Distinguished District for our STEM and Career Learning Program. We were recently notified about the unique designation as a 2020-21 Project Lead The Way Distinguished District and are very proud of our Sci-Phy Team and Lead Schi-Phy Teacher Elva De Baca. 2) The Child Nutrition Department will continue to do the Seamless Summer Feeding Program. There will be a free breakfast and lunch daily for ages one through eighteen at San Ysidro Middle School and Willow Elementary School. 3) We opened our Summer of Heroes Program for all of our students coordinated by Mr. Omar Calleros. The program includes academics, swimming, field trips and other activities for students. Thanked Principals Bojorquez and Rodriguez for their help. 4) Congratulated Board Member Gurmilan for the article in the Southwestern Community College Magazine recognizing him as the renaissance, humanitarian leader within our community.

12. CONFERENCE SESSION

Reports/Presentations

- 12.1** 2020-21 Citizens' Bond Oversight Committee Annual Report - Chief Business Official, Marilyn Adrianzen & Citizens' Bond Oversight Committee Chair, Ricardo Macedo
- 12.2** 2020-21 LCAP/DBAC Committee Annual Report - Chief Business Official, Marilyn Adrianzen & Executive Director of Educational Services, Cynthia Monreal González
- 12.3** 2021 LCAP Local Performance Indicator Self-Reflection by Executive Director of Educational Services, Cynthia Monreal González

13. GENERAL ADMINISTRATION

13.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of June 10, 2021.

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

13.2 DISCUSSION AND POSSIBLE ACTION REGARDING RETURNING TO IN-PERSON BOARD MEETINGS (Potter)

The Board discussed and approved Returning to In-Person Board Meetings beginning July 15, 2021 and henceforth.

Motion: Martinez Second: Pallasigue Vote: 5-0

13.3 ADOPTION OF THE LOCAL CONTROL ACCOUNTABILITY PLAN FOR SCHOOL YEAR 2021-2022 (González)

The Board approved and adopted the Local Control Accountability Plan (LCAP) for the school year 2021-2022.

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

13.4 RESOLUTION NO. 20/21-0036 EDUCATION PROTECTION ACCOUNT (EPA) FOR 2021-22 SPENDING PLAN (Adrianzen)

The Board adopted Resolution No. 20/21-0036 to approve the Education Protection Account (EPA) spending plan for the 2021-22 school year.

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

13.5 BUDGET ADOPTION FOR FISCAL YEAR 2021-22 (Adrianzen)

The Board approved/adopted the District's Budget for fiscal year 2021-22.

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

13.6 RESOLUTION NO. 20/21-0037 REQUESTING A TEMPORARY TRANSFER OF FUNDS (Adrianzen)

The Board adopted Resolution No. 20/21-0037 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 the 2021-22 fiscal year. *Marilyn Adrianzen, Chief Business Official, will provide a brief explanation of this item as it relates to payroll.*

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

13.7 MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND THE SAN YSIDRO EDUCATION ASSOCIATION (SYEA) REGARDING COMPENSATION FOR BARGAINING (Gonzales)

The Board approved the Memorandum of Understanding between San Ysidro School District and the San Ysidro Education Association regarding compensation for the bargaining unit members of SYEA throughout summer 2021.

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

13.8 APPROVAL OF CONFERENCE ATTENDANCE/EVENTS FOR THE GOVERNING BOARD AND SUPERINTENDENT FOR THE 2021-2022 SCHOOL YEAR (Adrianzen)

The Board approved attendance for the Governing Board and the Superintendent to individually selected conferences/events for the 2021-2022 school year which includes the 2021 CSBA Annual Education Conference, ACSA Legislative Policy Committee 2021-2022 (Possible Board Committee Representation), ACSA Vice President Legislative Action (VPLA), UC San Diego Superintendents Collaborative Network, CSBA Masters in Governance Training, possibly Superintendent Leadership Series and other leadership professional development opportunities.

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

13.9 GOVERNING BOARD MEMBERSHIP FOR THE 2021-2022 SCHOOL YEAR (Potter)

The Board approved Board membership to the California School Boards Association for the 2021-2022 school year at a cost of \$14,356.00 from the General fund.

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

13.10 2021 LOCAL PERFORMANCE INDICATOR SELF-REFLECTION (González)

Information only. The report of the Local Performance Indicators Self-Reflection was presented at this Governing Board meeting as part of the State Board of Education performance standards for local indicators that support the district in measuring and reporting progress within the appropriate priority area.

13.11 LONG RANGE MASTER FACILITIES PLAN 2021 (Adrianzen)

The Board approved/adopted the District's Long Range Master Facilities Plan 2021 (LRMFP). The purpose of the LRFMP is to provide the district with a roadmap that will help guide facilities decisions over the next 15 to 20 years. The LRFMP is assembled around the District's guiding facilities principles of security, technology, evolution, maintenance, parity, and sustainability. *Mr. Jim DiCamillo with WLC Architects, Inc. was available for further discussion.*

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

13.12 TECHNOLOGY PLAN (2021-2028) (Adrianzen/Gonzalez/Lewis)

The Board approved/adopted the San Ysidro School District's Technology Plan.

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

13.13 CONSOLIDATED APPLICATION FOR 2021-22 (Adrianzen)

The Board approved the submission of the 2021-22 Consolidated Application for categorical funding of Title I, II, III and IV.

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

14. CONSENT CALENDAR

The Board approved the Consent Calendar.

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

14A. PERSONNEL – CLASSIFIED

EMPLOYMENT (Gonzales)

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

14A.1 Mechanic

14A.2 Publication Technician

RESIGNATION (Gonzales)

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

14A.3 Campus Aide

14B. PERSONNEL – CERTIFICATED

EMPLOYMENT (Gonzales)

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

14B.1 Resource Teacher

14B.2 Resource Teacher, Special Education

14B.3 Temporary Science/Physical Education Enrichment Teacher

14B.4 Temporary Head Start Permit Teachers

14B.5 Temporary Permit Teacher

RESIGNATION (Gonzales)

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

14B.6 Language, Speech & Hearing Specialist

14C. CURRICULUM & INSTRUCTION

14C.1 PROFESSIONAL DEVELOPMENTS (González)

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

14D. BUSINESS**14D.1 ACCEPTANCE OF DONATIONS (Adrianzen)**

The Board accepted donations valued at \$2,750.00 to help support and enrich our educational programs.

14D.2 AMENDMENT NO. 1 TO THE LORD ARCHITECTURE INC. AGREEMENT (Farkas/Azevedo)

The Board approved Amendment No. 1 to extend the term of the Lord Architecture Inc. agreement to 2021-22 for the architectural and engineering services of the new generator project at the district office location. All other terms and conditions and contract amount estimated at \$51,080.00 remain the same.

14D.3 AMENDMENT NO. 1 TO THE MICHAEL BAKER INTERNATIONAL AGREEMENT FOR MITIGATION COMPLIANCE SERVICES FOR VERNAL POOL (Farkas/Azevedo)

The Board approved Amendment No. 1 to extend the term of the agreement with Michael Baker International until December 31, 2022 to continue providing Mitigation Compliance Services for the District's offsite and onsite preserves, perpetual management phase of the vernal pool mitigation site. All other terms and conditions and contract amount estimated at \$47,000.00 remain the same.

14D.4 AMENDMENT NO. 1 TO THE TOM SILVA CONSULTING AGREEMENT (Farkas/Azevedo)

The Board approved the agreement with Tom Silva Consulting for professional school facilities planning services on an "as needed" basis for fiscal year 2021-22 at an hourly rate of \$150.00 and in an amount not to exceed \$10,000.00 from the 2012 COPS refunding resources.

14D.5 AGREEMENT WITH NINYO & MOORE GEOTECHNICAL & ENVIRONMENTAL SCIENCES CONSULTANTS FOR GENERATOR PROJECT (Farkas/Azevedo)

The Board approved the agreement with Ninyo & Moore, Geotechnical & Environmental Sciences Consultants or Geotechnical, Special Inspection and Materials Testing Services for the new generator project at an estimated cost of \$13,534.00 from the COPs Refinancing fund.

14D.6 SAN DIEGO FIRE-RESCUE DEPARTMENT AED/PAD PROGRAM SERVICE LEVEL AGREEMENT (Farkas)

The Board approved the agreement with San Diego Fire-Rescue Department's Automatic External Defibrillator (AED)/Public Access Defibrillation (PAD) Program, for a 2-year period beginning April 17, 2021, and extending to April 16, 2023 at an estimated annual cost of \$1,000.00 from the General fund.

14D.7 AGREEMENT WITH ORANGE COUNTY OFFICE OF EDUCATION FOR PRESCHOOL GLAD TRAINING (González/Reed)

The Board approved the agreement with Orange County Office of Education to provide the Preschool GLAD 4-day virtual training at a cost of \$21,000.00 from the Preschool & Child Development Fund.

14D.8 MEMORANDUM OF UNDERSTANDING WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE ENGLISH LEARNER ROADMAP SYSTEMATIC IMPLEMENTATION (González)

The Board approved the Memorandum of Understanding with San Diego County Superintendent of Schools for the English Learner Roadmap Systematic Implementation course in an amount of \$21,450.00 from the Title III fund.

14D.9 AGREEMENT WITH EPISCOPAL COMMUNITY SERVICES (ECS) FOR 2020-21 HEAD START PROGRAM (González/Reed)

The Board approved the agreement with Episcopal Community Services for the 2021-22 Head Start Program.

14D.10 AGREEMENT WITH ECO-LAB INC. (Adrianzen/Zarzosa)

The Board approved the agreement with ECO-Lab Inc. to provide cleaning and sanitizing products for the school cafeterias during 2021-22 school year.

14D.11 RESOLUTION NO. 20/21-0038— BOARD COMPENSATION FOR MISSED MEETINGS (Potter)

The Board adopted Resolution No. 20/21-0038 recognizing that Irene Lopez was absent from the Special Board Meetings of October 29, 2020 and May 25, 2021 due to hardship and received the maximum monthly compensation for that month.

14D.12 AGREEMENT WITH AARDVARK ANT AND PEST CONTROL (Farkas/Azevedo)

The Board approved the agreement with Aardvark Ant & Pest Control services for fiscal year 2021-22 at a not to exceed \$20,000.00 from the General fund.

14D.13 AGREEMENT WITH SHUTTERFLY LIFETOUGH, LLC (Adrianzen)

The Board approved the 3-year agreement with Shutterfly Lifetouch, LLC for student and staff portraits, Yearbook publication services and other complimentary services at no cost to the District.

14D.14 AGREEMENT WITH VECTORUSA MANAGED TECHNOLOGY SERVICES - NETWORK & SERVER ARCHITECTURE (2021-2022) (Adrianzen/Lewis)

The Board approved the agreement with VectorUSA for Managed Technology Services for Network & Server Architecture at an estimated amount of \$108,043.60 from the General fund.

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

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 7:49 p.m. in accordance with section 54954.5 regarding:

5.1 GOVERNMENT CODE SECTION 54957 (Gonzales)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

5.2 GOVERNMENT CODE SECTION 54957.6 (Gonzales)

CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Linda Gonzales, Executive Director of Human Resources

Employee Organizations:

San Ysidro Education Association/CTA

California School Employees Association, Chapter 154

Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

5.3 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)

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

Case: San Diegans for Open Government vs. Fonseca

Case No. 37-2017-00007369-CU-MC-CTL

5.4 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)

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

Case: San Diegans for Open Government vs. San Ysidro School District, et. al.

Case No. 37-2017-00048800-CU-MC-CTL

5.5 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Potter)

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

No. of cases: 1

RECONVENED into OPEN SESSION at 8:26 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.

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

15. ADJOURNMENT Time: 8:27 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: July 15, 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: SCHOOL START-TIMES DISTRICTWIDE

BACKGROUND INFORMATION:

The San Ysidro School District has enlisted stakeholder feedback regarding best potential start times for both elementary and middle schools. The following times were selected by stakeholders including employees. These start times also align with Senate Bill 328 which establishes middle schools can no longer start prior to 8:00 a.m. beginning July 1, 2022.

RECOMMENDATION:

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

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

SAN YSIDRO SCHOOL DISTRICT *GOVERNING BOARD AGENDA*

TO: Governing Board

BOARD MEETING DATE: July 15, 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: UPDATED COVID-19 SAFETY PLAN

BACKGROUND INFORMATION:

The San Ysidro School District's COVID-19 Safety Plan has been revised to accurately describe the new CDPH requirements.

RECOMMENDATION:

Adopt the San Ysidro School District updated COVID-19 Safety Plan (CSP) to begin the 2021-2022 school year..

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



COVID-19 Prevention Program (CPP)

Overview

On November 19, 2020, the California Department of Industrial Relations (DIR) Occupational Safety and Health Standards Board unanimously adopted [emergency temporary regulations](#) regarding measures that all employers, including schools and community colleges, must undertake in order to prevent the spread of COVID-19 in the workplace. On November 30, 2020, the Office of Administrative Law approved the temporary workplace safety standards, to take effect immediately.

Local educational agencies must take immediate action to ensure their policies and protocols conform with the new regulations, which supplements general and industry-specific guidance that the Division of Occupational Safety and Health (Cal/OSHA) has provided since the beginning of the COVID-19 pandemic. The standards provide limited exceptions for businesses where all employees work remotely or only one employee is employed who does not have contact with others. In addition, the District shall abide by all CalOSHA requirements as set forth in AB685.

Employers must prepare, implement, and maintain a written COVID-19 Prevention Program (CPP), in a form readily understandable for employees. To conform to new regulations as well as guidance from Cal/OSHA, San Ysidro School District has prepared the following CPP which is directly related to the SYSD COVID-19 Prevention Plan for Schools revised on August 8, 2020.

On July 12, 2021, the California Department of Public Health (CDPH) released its [2021-22 K-12 School Guidance](#) on the heels of CDC's [Guidance for COVID-19 Prevention in K-12 Schools](#). Building on CDC's outline of the various mitigation strategies schools should implement to stop the spread of COVID-19, CDPH's guidance addresses masking, physical distancing and quarantine directives for both vaccinated and unvaccinated students and staff who may have been exposed to COVID-19.

This CPP is designed to control exposures to the SARS-CoV-2 virus that may occur in our workplace.

Updated, January 21, 2021

REVISED, July 15, 2021

Authority and Responsibility

David Farkas, Ed.D. Assistant Superintendent of Educational Leadership, Pupil Services and Safety has overall authority and responsibility for implementing the provisions of this CPP in our workplace. In addition, all managers and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the program in a language they understand.

All employees are responsible for using safe work practices, following all directives, policies and procedures, and assisting in maintaining a safe work environment.

Identification and Evaluation of COVID-19 Hazards

We will implement the following in our workplace:

Conduct workplace-specific evaluations using the **Appendix A: Identification of COVID-19 Hazards** form.

Evaluate employees' potential workplace exposures to all persons at, or who may enter, our workplace.

Review applicable orders and general and industry-specific guidance from the State of California, Cal/OSHA, and the local health department related to COVID-19 hazards and prevention.

Evaluate existing COVID-19 prevention controls in our workplace and the need for different or additional controls.

Conduct periodic inspections using the **Appendix B: COVID-19 Inspections form** as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with our COVID-19 policies and procedures.

Students with COVID-19 symptoms will be provided support for continued instruction.

Employee participation

Employees and their authorized employees' representatives are encouraged to participate in the identification and evaluation of COVID-19 hazards by:

All district stakeholders including families will receive updates on testing locations and health guidance from the County Health Department periodically as needed. A summary of the guidance described in the California Department of Public Health (CDPH) [July 17, reopening framework](#) on cohort, school and district closures is provided. District and school leaders should always consult with the Public Health Services, Epidemiology Branch before deciding to close a class, school, or district to in-person instruction.

Health Screenings for Students and Staff

The District shall ensure that all students, employees, and visitors are educated on current safety guidelines which may include checking daily for symptoms associated with COVID-19 infection prior to entering school and district grounds.

Correction of COVID-19 Hazards

Unsafe or unhealthy work conditions, practices or procedures will be documented on the **Appendix B: COVID-19 Inspections** form, and corrected in a timely manner based on the severity of the hazards, as follows:

School administrators will serve as liaisons and will work directly with the district's safety officer and HR Department.

Liaisons are responsible for responding to COVID-19 concerns. Staff can contact liaisons, Human Resources, and/or the district's safety officer, Dr. David Farkas. The liaisons are trained to coordinate with the district's safety officer regarding documentation and tracking of possible exposure, in order to notify local health officials, staff and families in a prompt and responsible manner.

All staff have received training for PPE, Staff will be trained on the proper use, removal and washing of face coverings, procedures upon entering school sites and district office, sanitation practices, screening practices.

As the district prepares to return to in person learning on SYSD campuses, staff, parents and students will continue to receive information, and updates regarding the following safety actions:

- a. Enhanced sanitation practices
- b. Physical distancing guidelines and their importance
- c. [Proper use, removal, and washing of face coverings](#)
- d. Screening practices
- e. How COVID-19 is spread
- f. COVID-19 specific [symptom](#) identification
- g. Preventing the spread of COVID-19 if you are sick, including the importance of not coming to work if staff members have symptoms, or if they or someone they live with has been diagnosed with COVID-19.
- h. For workers, COVID-19 specific [symptom](#) identification and when to seek medical attention
- i. The employer's plan and procedures to follow when children or adults become sick at school.
- j. The employer's plan and procedures to protect workers from COVID-19 illness (COVID-19 Prevention Plan for Schools & CPP)

The severity of the hazard will be assessed by supervisors in collaboration with the assistant superintendent. Correction time frames will be assigned by the assistant superintendent in collaboration with district support departments and labor groups based on individuals identified as being responsible for corrections along with follow up measures and timeframes to correct.

Control of COVID-19 Hazards

Physical Distancing

Recent evidence indicates that in-person instruction can occur safely without minimum physical distancing requirements when other mitigation strategies (e.g., masking) are implemented. This is consistent with CDC K-12 School Guidance.

Face Coverings

When schools are providing in-person instruction, the District shall follow current local guidance regarding face coverings. The District will also follow current local CDPH guidelines for staff and students wearing face coverings.

Masks are optional outdoors for all in K-12 school settings.

K-12 students are required to mask indoors, with exemptions per CDPH face mask guidance. Adults in K-12 school settings are required to mask when sharing indoor spaces with students.

Persons exempted from wearing a face covering due to a medical condition, must wear a non-restrictive alternative, such as a face shield with a drape on the bottom edge, as long as their condition permits it.

Schools must develop and implement local protocols to provide a face covering to students who inadvertently fail to bring a face covering to school to prevent unnecessary exclusions.

Consistent with guidance from the 2020-21 school year, schools must develop and implement local protocols to enforce the mask requirements. Additionally, schools should offer alternative educational opportunities for students who are excluded from campus because they will not wear a face covering. Note: Public schools should be aware of the requirements in AB 130 to offer independent study programs for the 2021-22 school year.

f. In limited situations where a face covering cannot be used for pedagogical or developmental reasons, (e.g., communicating or assisting young children or those with special needs) a face shield with a drape (per CDPH guidelines) can be used instead of a face covering while in the classroom as long as the wearer maintains physical distance from others. Staff must return to wearing a face covering outside of the classroom.

Engineering controls

Ventilation recommendations:

For indoor spaces, ventilation should be optimized, which can be done by following CDPH Guidance on Ventilation of Indoor Environments and Ventilation and Filtration to Reduce Long-Range Airborne Transmission of COVID-19 and Other Respiratory Infections: Considerations for Reopened Schools.

The district will be increasing all HVAC units that have economizers to 100% fresh air intake in order to increase outside air and proper ventilation in classrooms, offices and common areas.

The HVAC units that do not have economizers attached to the unit due to the age of the unit, this includes portable classrooms, will have air purification/scrubber units (Merv-11 filters) and GPS units installed in order to clean the air in the portable classrooms.

Existing plexi-glass throughout the schools and district offices will remain optional.

Food service recommendations

a. Maximize physical distance as much as possible while eating (especially indoors). Using additional spaces outside of the cafeteria for mealtime seating such as classrooms or the gymnasium can help facilitate distancing. Arrange for eating outdoors as much as feasible.

b. Clean frequently touched surfaces. Surfaces that come in contact with food should be washed, rinsed, and sanitized before and after meals.

c. Given very low risk of transmission from surfaces and shared objects, there is no need to limit food service approaches to single use items and packaged meals.

Visitor recommendations

a. Schools should review their rules for visitors and family engagement activities.

b. Schools should limit nonessential visitors, volunteers, and activities involving external groups or organizations with people who are not fully vaccinated, particularly in areas where there is moderate-to-high COVID-19 community transmission.

c. Schools should not limit access for direct service providers, but can ensure compliance with school visitor policies.

d. Schools should continue to emphasize the importance of staying home when sick. Anyone, including visitors, who have symptoms of infectious illness, such as flu or COVID-19, should stay home and seek testing and care.

Healthy Hygiene Practices

Cleaning and disinfecting

In general, cleaning once a day is usually enough to sufficiently remove potential virus that may be on surfaces. Disinfecting (using disinfectants on the U.S. Environmental Protection Agency COVID-19 list) removes any remaining germs on surfaces, which further reduces any risk of spreading infection.

For more information on cleaning a facility regularly, when to clean more frequently or

disinfect, cleaning a facility when someone is sick, safe storage of cleaning and disinfecting products, and considerations for protecting workers who clean facilities, see [Cleaning and Disinfecting Your Facility](#).

If a facility has had a sick person with COVID-19 within the last 24 hours, clean AND disinfect the spaces occupied by that person during that time.

Should we have a COVID-19 case in our workplace, we will implement the following procedures: After a report of a positive case in a school district area, the area will be closed until trained maintenance staff will sanitize the area with Clorox 180 within 24 hours.

Shared tools, equipment and personal protective equipment (PPE)

PPE must not be shared, e.g., gloves, goggles and face shields.

Items that employees come in regular physical contact with, such as phones, headsets, desks, keyboards, writing materials, instruments and tools must also not be shared, to the extent feasible. Where there must be sharing, the items will be disinfected between uses by utilizing disinfecting products.

Sharing of vehicles will be minimized to the extent feasible, and high-touch points (for example, steering wheel, door handles, seat belt buckles, armrests, shifter, etc.) will be disinfected between users. Employees using transportation during work hours are required to follow all safety requirements and do not ride together to locations. District vehicles are disinfected after use.

Hand sanitizing

Hand hygiene recommendations

Teach and reinforce washing hands, avoiding contact with one's eyes, nose, and mouth, and covering coughs and sneezes among students and staff.

Promote hand washing throughout the day, especially before and after eating, after using the toilet, and after handling garbage, or removing gloves.

Ensure adequate supplies to support healthy hygiene behaviors, including soap, tissues, no-touch trash cans, face coverings, and hand sanitizers with at least 60 percent ethyl alcohol for staff and children who can safely use hand sanitizer.

In order to implement effective hand sanitizing procedures:

Most classrooms have sinks for hand washing use however, hand washing stations will be available if needed near relocatable classrooms that do not have sinks. Soap supply will be checked and maintained daily.

Information will be shared regarding these procedures.

Developing routines will enable students and staff to regularly wash their hands.

Hand sanitizer will also be an available option to ensure hand hygiene.

Personal protective equipment (PPE) used to control employees' exposure to COVID-19

We evaluate the need for PPE (such as gloves, goggles, and face shields) as required by CCR Title 8, section 3380 <https://www.dir.ca.gov/title8/3380.html>, and provide such PPE as needed.

When it comes to respiratory protection, we evaluate the need in accordance with CCR Title 8 section 5144 <https://www.dir.ca.gov/title8/5144.html>, when the physical distancing requirements are not feasible or maintained. **[reference section 3205(c)(E) for details on required respirator and eye protection use.]**

We provide and ensure use of eye protection and respiratory protection in accordance with section 5144 <https://www.dir.ca.gov/title8/5144.html>, when employees are exposed to procedures that may aerosolize potentially infectious material such as saliva or respiratory tract fluids.

Investigating and Responding to COVID-19 Cases

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.

Case reporting, contact tracing and investigation

Per AB 86 (2021) and California Code Title 17, section 2500, schools are required to report COVID-19 cases to the local public health department.

Schools or LEAs should have a COVID-19 liaison to assist the local health department with contact tracing and investigation.

This will be accomplished by using the **Appendix C: Investigating COVID-19 Cases** form. Employees who had potential COVID-19 exposure in our workplace will be:
Staff reports any symptoms or contact with a positive case to their supervisor.
Contact tracing then begins at the district level led by the district's safety officer and employee.

Continuation of paid status is required if an employee contracts COVID-19 at work or is directed to quarantine due to exposure at work. Updates regarding prevention measures are shared through email and constant contact.

School district stakeholders will also be informed of cost free testing and vaccination locations.

At any time students exhibiting symptoms of COVID-19 will be quarantined until they are picked up by a family member.

System for Communicating

Our goal is to ensure that we have effective two-way communication with our employees, in a form they can readily understand, and that it includes the following information:

Employees report COVID-19 symptoms and possible hazards to their supervisor.

Employees can report symptoms and hazards without fear of reprisal.

Our procedures or policies for accommodating employees with medical or other conditions that put them at increased risk of severe COVID-19 illness.

The district communicates positive cases directly to the County Health Department for immediate contact tracing support.

After the identification of a positive case, contacts of potential exposure are notified as well as a district-wide notification is sent to all SYSD stakeholders.

Testing

Per County Public Health Department guidelines, COVID-19 testing will be offered as required and all individuals on the school campus in the event of a confirmed COVID-19 case will be notified. Currently, symptomatic individuals are recommended to be tested.

In the event we are required to provide testing because of a workplace exposure or outbreak, we will communicate the plan for providing testing and inform affected employees of the reason for the testing and the possible consequences of a positive test.

School district employees will also be informed of testing locations.

All district stakeholders including families will receive updates on testing locations, notification of positive cases on SYSD sites, and health guidance from the County Health Department.

Training and Instruction

We will provide effective training and instruction to staff and families that include:

Our COVID-19 policies and procedures to protect employees from COVID-19 hazards.

Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, local laws, Board Policies (BP), Collective Bargaining Agreements (CBA) and active Memorandums of Understanding (MOU).

The fact that:

COVID-19 is an infectious disease that can be spread through the air.

COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth.

An infectious person may have no symptoms.

Methods of physical distancing of at least six feet and the importance of combining physical distancing with the wearing of face coverings.

The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing must be combined with other controls, including face coverings and hand hygiene, to be effective.

The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.

Proper use of face coverings and the fact that face coverings are not respiratory protective equipment - face coverings are intended to primarily protect other individuals from the wearer of the face covering.

COVID-19 symptoms, and the importance of obtaining a COVID-19 test and not coming to work if the employee has COVID-19 symptoms.

Appendix D: COVID-19 Training Roster will be used to document this training.

Exclusion of COVID-19 Cases and Close Contacts

Quarantine recommendations for vaccinated close contacts

a. 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.

a. When both parties were wearing a mask in the indoor classroom setting, unvaccinated students 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 in #8 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.

Isolation recommendations

For both vaccinated and unvaccinated persons, follow the CDPH Isolation Guidance for those diagnosed with COVID-19.

Where we have a COVID-19 case in our workplace, we will limit transmission by:
Ensuring that COVID-19 cases are excluded from the workplace until our return-to-work requirements are met.

Continuing and maintaining an employee's earnings, seniority, and all other employee rights and benefits whenever we've demonstrated that the COVID-19 exposure is work related. This will be accomplished by:

Providing employees at the time of exclusion with information on available benefits. Staff with COVID-19 symptoms will be assisted by the Human Resources Department for best options to continue working remotely and/or using the appropriate leave. Staff will communicate with the district's safety officer and Human Resources Department to determine return dates to work on site and will communicate with their direct supervisor.

Reporting, Recordkeeping, and Access

It is our policy to:

Report information about COVID-19 cases at our workplace to the local health department whenever required by law, and provide any related information requested by the local health department.

Report immediately to Cal/OSHA any COVID-19-related serious illnesses or death, as defined under CCR Title 8 section 330(h), of an employee occurring in our place of employment or in connection with any employment.

Maintain records of the steps taken to implement our written COVID-19 Prevention Program in accordance with CCR Title 8 section 3203(b).

Make our written COVID-19 Prevention Program available at the workplace to employees, authorized employee representatives, and to representatives of Cal/OSHA immediately upon request.

Use the **Appendix C: Investigating COVID-19 Cases** form to keep a record of and track all COVID-19 cases. The information will be made available to employees, authorized employee representatives, or as otherwise required by law, with personal identifying information removed.

Upon notification that an employee or student has been infected with COVID-19, SYSD will notify the County Public Health Department.

Reporting information is sent directly to the CPHD by the district's safety officer. All positive cases will be kept on record with the district's safety officer and reported to the CPHD and employee representatives from both CSEA and SYEA.

Return-to-Work Criteria

Recommendations for staying home when sick and getting tested:

- a. Follow the strategy for Staying Home when Sick and Getting Tested from the CDC.
- b. Getting tested for COVID-19 when symptoms are consistent with COVID-19 will help with rapid contact tracing and prevent possible spread at schools.
- c. Advise staff members and students with symptoms of COVID-19 infection not to return for in-person instruction until they have met CDPH criteria to return to school for those with symptoms:
 - i. At least 24 hours have passed since resolution of fever without the use of fever-reducing medications; and
 - ii. Other symptoms have improved; and
 - iii. They have a negative test for SARS-CoV-2, OR a healthcare provider has provided documentation that the symptoms are typical of their underlying chronic condition (e.g., allergies or asthma) OR a healthcare provider has confirmed an alternative named diagnosis (e.g., Streptococcal pharyngitis, Coxsackie virus), OR at least 10 days have passed since symptom onset.

Screening testing recommendations:

- a. CDPH has a robust State- and Federally-funded school testing program and subject matter

experts available to support school decision making, including free testing resources to support screening testing programs (software, test kits, shipping, testing, etc.).

i. Resources for schools interested in testing include: California's Testing Task Force K-12 Schools Testing Program and K-12 school-based COVID-19 testing strategies; The Safe Schools for All state technical assistance (TA) portal; and the CDC K-12 School Guidance screening testing considerations (in Section 1.4 and Appendix 2) that are specific to the school setting.

Consultation

The district has consulted the SYSD COVID-19 Prevention Plan, plan for testing of staff and students and the COVID-19 School Guidance Checklist with both labor union SYEA and CSEA leadership teams. Through this process, Memorandums of Understanding (MOU) have been constructed which support the implementation of the COVID-19 School Safety Plan. Parent and community organizations have also been consulted regarding the plan as evidenced on the COVID-19 Guidance Checklist.

David Farkas, Assistant Superintendent
Educational Leadership, Pupil Services & Safety
San Ysidro School District

Date: 7/15/21

Appendices

Appendix A: Identification of COVID-19 Hazards

All persons, regardless of symptoms or negative COVID-19 test results, will be considered potentially infectious. Particular attention will be paid to areas where people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not. For example: meetings, entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

Evaluation of potential workplace exposure will be to all persons at the workplace or who may enter the workplace, including coworkers, employees of other entities, members of the public, customers or clients, and independent contractors. We will consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing fixed work locations.

Person conducting the evaluation: **[enter name(s)]**

Date: **[enter date]**

Name(s) of employee and authorized employee representative that participated: **[enter name(s)]**

Interaction, area, activity, work task, process, equipment and material that potentially exposes employees to COVID-19 hazards	Places and times	Potential for COVID-19 exposures and employees affected, including members of the public and employees of other employers	Existing and/or additional COVID-19 prevention controls, including barriers, partitions and ventilation

Appendix B: COVID-19 Inspections

[This form is only intended to get you started. Review the information available at www.dir.ca.gov/dosh/coronavirus/ for additional guidance on what to regularly inspect for, including issues that may be more pertinent to your particular type of workplace. You will need to modify the form accordingly.]

Date: [enter date]

Name of person conducting the inspection: [enter names]

Work location evaluated: [enter information]

Exposure Controls	Status	Person Assigned to Correct	Date Corrected
Engineering			
Barriers/partitions			
Ventilation (amount of fresh air and filtration maximized)			
Additional room air filtration			

[add any additional controls your workplace is using]			
[add any additional controls your workplace is using]			
Administrative			
Physical distancing			
Surface cleaning and disinfection (frequently enough and adequate supplies)			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
[add any additional controls your workplace is using]			
[add any additional controls your workplace is using]			
PPE (not shared, available and being worn)			
Face coverings (cleaned sufficiently often)			
Gloves			
Face shields/goggles			

Respiratory protection			
[add any additional controls your workplace is using]			

Appendix C: Investigating COVID-19 Cases

All personal identifying information of COVID-19 cases or symptoms will be kept confidential. All COVID-19 testing or related medical services provided by us will be provided in a manner that ensures the confidentiality of employees, with the exception of unredacted information on COVID-19 cases that will be provided immediately upon request to the local health department, CDPH, Cal/OSHA, the National Institute for Occupational Safety and Health (NIOSH), or as otherwise required by law.

All employees' medical records will also be kept confidential and not disclosed or reported without the employee's express written consent to any person within or outside the workplace, with the following exceptions: (1) Unredacted medical records provided to the local health department, CDPH, Cal/OSHA, NIOSH, or as otherwise required by law immediately upon request; and (2) Records that do not contain individually identifiable medical information or from which individually identifiable medical information has been removed.

Date: **[enter date]**

Name of person conducting the investigation: **[enter name(s)]**

Employee (or non-employee*) name:		Occupation (if non-employee, why they were in the workplace):	
Location where employee worked (or non-employee was present in the workplace):		Date investigation was initiated:	

Was COVID-19 test offered?		Name(s) of staff involved in the investigation:	
Date and time the COVID-19 case was last present in the workplace:		Date of the positive or negative test and/or diagnosis:	
Date the case first had one or more COVID-19 symptoms:		Information received regarding COVID-19 test results and onset of symptoms (attach documentation):	
Results of the evaluation of the COVID-19 case and all locations at the workplace that may have been visited by the COVID-19 case during the high-risk exposure period, and who may have been exposed (attach additional information):			

Notice given (within one business day, in a way that does not reveal any personal identifying information of the COVID-19 case) of the potential COVID-19 exposure to:		
All employees who may have had COVID-19 exposure and their authorized representatives.	Date:	
	Names of employees that were notified:	

Independent contractors and other employers present at the workplace during the high-risk exposure period.	Date:		
	Names of individuals that were notified:		
What were the workplace conditions that could have contributed to the risk of COVID-19 exposure?		What could be done to reduce exposure to COVID-19?	
Was local health department notified?		Date:	

*Should an employer be made aware of a non-employee infection source COVID-19 status.

Appendix D: COVID-19 Training Roster

Date: **[enter date]**

Person that conducted the training: **[enter name(s)]**

Employee Name	Signature

Additional Consideration #1

Multiple COVID-19 Infections and COVID-19 Outbreaks

[This section will need to be added to your CPP if your workplace is identified by a local health department as the location of a COVID-19 outbreak, or there are three or more COVID-19 cases in your workplace within a 14-day period. Reference section 3205.1 for details.]

This section of CPP will stay in effect until there are no new COVID-19 cases detected in our workplace for a 14-day period.

COVID-19 testing

- We will provide COVID-19 testing to all employees in our exposed workplace except for employees who were not present during the period of an outbreak identified by a local health department or the relevant 14-day period. COVID-19 testing will be provided at no cost to employees during employees' working hours.
- COVID-19 testing consists of the following:
 - All employees in our exposed workplace will be immediately tested and then tested again one week later. Negative COVID-19 test results of employees with COVID-19 exposure will not impact the duration of any quarantine period required by, or orders issued by, the local health department.
 - After the first two COVID-19 tests, we will continue to provide COVID-19 testing of employees who remain at the workplace at least once per week, or more frequently if recommended by the local health department, until there are no new COVID-19 cases detected in our workplace for a 14-day period.
 - We will provide additional testing when deemed necessary by Cal/OSHA.

Exclusion of COVID-19 cases

We will ensure COVID-19 cases and employees who had COVID-19 exposure are excluded from the workplace in accordance with our CPP **Exclusion of COVID-19 Cases and Return to Work Criteria** requirements, and local health officer orders if applicable.

Investigation of workplace COVID-19 illness

We will immediately investigate and determine possible workplace-related factors that contributed to the COVID-19 outbreak in accordance with our CPP **Investigating and Responding to COVID-19 Cases**.

COVID-19 investigation, review and hazard correction

In addition to our CPP **Identification and Evaluation of COVID-19 Hazards and Correction of COVID-19 Hazards**, we will immediately perform a review of potentially relevant COVID-19 policies, procedures, and controls and implement changes as needed to prevent further spread of COVID-19.

The investigation and review will be documented and include:

- Investigation of new or unabated COVID-19 hazards including:
 - Our leave policies and practices and whether employees are discouraged from remaining home when sick.
 - Our COVID-19 testing policies.
 - Insufficient outdoor air.
 - Insufficient air filtration.
 - Lack of physical distancing.
- Updating the review:
 - Every thirty days that the outbreak continues.
 - In response to new information or to new or previously unrecognized COVID-19 hazards.
 - When otherwise necessary.
- Implementing changes to reduce the transmission of COVID-19 based on the investigation and review. We will consider:
 - Moving indoor tasks outdoors or having them performed remotely.
 - Increasing outdoor air supply when work is done indoors.
 - Improving air filtration.
 - Increasing physical distancing as much as possible.
 - Respiratory protection.
 - describe other applicable controls].

Notifications to the local health department

- Immediately, but no longer than 48 hours after learning of three or more COVID-19 cases in our workplace, we will contact the local health department for guidance on preventing the further spread of COVID-19 within the workplace.
- We will provide to the local health department the total number of COVID-19 cases and for each COVID-19 case, the name, contact information, occupation, workplace location, business address, the hospitalization and/or fatality status, and North American Industry Classification System code of the workplace of the COVID-19 case, and any other information requested by the local health department. We will continue to give notice to the local health department of any subsequent COVID-19 cases at our workplace.

Additional Consideration #2

Major COVID-19 Outbreaks

[This section will need to be added to your CPP should your workplace experience 20 or more COVID-19 cases within a 30-day period. Reference section 3205.2 for details.]

This section of CPP will stay in effect until there are no new COVID-19 cases detected in our workplace for a 14-day period.

COVID-19 testing

We will provide twice a week COVID-19 testing, or more frequently if recommended by the local health department, to all employees present at our exposed workplace during the

relevant 30-day period(s) and who remain at the workplace. COVID-19 testing will be provided at no cost to employees during employees' working hours.

Exclusion of COVID-19 cases

We will ensure COVID-19 cases and employees with COVID-19 exposure are excluded from the workplace in accordance with our CPP **Exclusion of COVID-19 Cases and Return to Work Criteria**, and any relevant local health department orders.

Investigation of workplace COVID-19 illnesses

We will comply with the requirements of our CPP **Investigating and Responding to COVID-19 Cases**.

COVID-19 hazard correction

In addition to the requirements of our CPP **Correction of COVID-19 Hazards**, we will take the following actions:

- In buildings or structures with mechanical ventilation, we will filter recirculated air with Minimum Efficiency Reporting Value (MERV) 13 or higher efficiency filters if compatible with the ventilation system. If MERV-13 or higher filters are not compatible with the ventilation system, we will use filters with the highest compatible filtering efficiency. We will also evaluate whether portable or mounted High Efficiency Particulate Air (HEPA) filtration units, or other air cleaning systems would reduce the risk of transmission and implement their use to the degree feasible.
- We will determine the need for a respiratory protection program or changes to an existing respiratory protection program under CCR Title 8 section 5144 to address COVID-19 hazards.
- We will evaluate whether to halt some or all operations at our workplace until COVID-19 hazards have been corrected
- Implement any other control measures deemed necessary by Cal/OSHA.

Notifications to the local health department

We will comply with the requirements of our **Multiple COVID-19 Infections and COVID-19 Outbreaks-Notifications to the Local Health Department**.

Additional Consideration #3

COVID-19 Prevention in Employer-Provided Housing

[This section will need to be added to your CPP if you have workers in employer-provided housing. Reference section 3205.3 for details. Employer-provided housing is any place or area of land, any portion of any housing accommodation, or property upon which a housing accommodation is located, consisting of: living quarters, dwelling, boardinghouse, tent, bunkhouse, maintenance-of-way car, mobile home, manufactured home, recreational vehicle, travel trailer, or other housing accommodations. Employer-provided housing includes a "labor camp" as that term is

used in title 8 of the California Code of Regulations or other regulations or codes. The employer-provided housing may be maintained in one or more buildings or one or more sites, including hotels and motels, and the premises upon which they are situated, or the area set aside and provided for parking of mobile homes or camping. Employer-provided housing is housing that is arranged for or provided by an employer, other person, or entity to workers, and in some cases to workers and persons in their households, in connection with the worker's employment, whether or not rent or fees are paid or collected.

- This section does not apply to housing provided for the purpose of emergency response, including firefighting, rescue, and evacuation, and support activities directly aiding response such as utilities, communications, and medical operations, if:
 - The employer is a government entity; or
 - The housing is provided temporarily by a private employer and is necessary to conduct the emergency response operations.
- The requirements below for Physical distancing and controls, Face coverings, Cleaning and disinfecting, Screening, and Isolation of COVID-19 cases and persons with COVID-19 exposure do not apply to occupants, such as family members, who maintained a household together prior to residing in employer-provided housing, but only when no other persons outside the household are present.]

Assignment of housing units

We will ensure that shared housing unit assignments are prioritized in the following order:

- Residents who usually maintain a household together outside of work, such as family members, will be housed in the same housing unit without other persons.
- Residents who work in the same crew or work together at the same worksite will be housed in the same housing unit without other persons.
- Employees who do not usually maintain a common household, work crew, or worksite will be housed in the same housing unit only when no other housing alternatives are possible.

Physical distancing and controls

We will ensure:

- The premises are of sufficient size and layout to permit at least six feet of physical distancing between residents in housing units, common areas, and other areas of the premises.
- Beds are spaced at least six feet apart in all directions and positioned to maximize the distance between sleepers' heads. For beds positioned next to each other, i.e., side by side, the beds will be arranged so that the head of one bed is next to the foot of the next bed. For beds positioned across from each other, i.e., end to end, the beds will be arranged so that the foot of one bed is closest to the foot of the next bed. Bunk beds will not be used.
- Maximization of the quantity and supply of outdoor air and increase filtration efficiency to the highest level compatible with the existing ventilation system in housing units.

Face coverings

We will provide face coverings to all residents and provide information to residents on when they should be used in accordance with state or local health officer orders or guidance.

Cleaning and disinfection

We will ensure that:

- Housing units, kitchens, bathrooms, and common areas are effectively cleaned and disinfected at least once a day to prevent the spread of COVID-19. Cleaning and disinfecting shall be done in a manner that protects the privacy of residents.
- Unwashed dishes, drinking glasses, cups, eating utensils, and similar items are not shared.

Screening

We will encourage residents to report COVID-19 symptoms to **[enter name of individual, position, or office]**.

COVID-19 testing

We will establish, implement, and maintain effective policies and procedures for COVID-19 testing of occupants who had a COVID-19 exposure, who have COVID-19 symptoms, or as recommended by the local health department.

Isolation of COVID-19 cases and persons with COVID-19 exposure

We will:

- Effectively isolate COVID-19 exposed residents from all other occupants. Effective isolation will include providing COVID-19 exposed residents with a private bathroom, sleeping area, and cooking and eating facility.
- Effectively isolate COVID-19 cases from all occupants who are not COVID-19 cases. Effective isolation will include housing COVID-19 cases only with other COVID-19 cases, and providing COVID-19 case occupants with a sleeping area, bathroom, and cooking and eating facility that is not shared by non-COVID-19-case occupants.
- Keep confidential any personal identifying information regarding COVID-19 cases and persons with COVID-19 symptoms, in accordance with our CPP **Investigating and Responding to COVID-19 Cases**.
- End isolation in accordance with our CPP **Exclusion of COVID-19 Cases and Return to Work Criteria**, and any applicable local or state health officer orders.

Additional Consideration #4

COVID-19 Prevention in Employer-Provided Transportation to and from Work

[This section will need to be added to your CPP if there is employer-provided motor vehicle transportation to and from work, which is any transportation of an employee, during the course and scope of employment, provided, arranged for, or secured by an employer including ride-share vans or shuttle vehicles, car-pools, and private charter buses, regardless of the travel distance or duration involved. Reference section 3205.4 for details.]

This section does not apply:

- If the driver and all passengers are from the same household outside of work, such as family members.
- To employer-provided transportation when necessary for emergency response, including firefighting, rescue, and evacuation, and support activities directly aiding response such as utilities, communications and medical operations.]

Assignment of transportation

We will prioritize shared transportation assignments in the following order:

- Employees residing in the same housing unit will be transported in the same vehicle.
- Employees working in the same crew or worksite will be transported in the same vehicle.
- Employees who do not share the same household, work crew or worksite will be transported in the same vehicle only when no other transportation alternatives are possible.

Physical distancing and face coverings

We will ensure that the:

- Physical distancing and face covering requirements of our CPP **Physical Distancing** and **Face Coverings** are followed for employees waiting for transportation.
- Vehicle operator and any passengers are separated by at least three feet in all directions during the operation of the vehicle, regardless of the vehicle's normal capacity. Vehicle operator and any passengers are provided and wear a face covering in the vehicle as required by our CPP **Face Coverings**.

Screening

We will develop, implement, and maintain effective procedures for screening and excluding drivers and riders with COVID-19 symptoms prior to boarding shared transportation.

Cleaning and disinfecting

We will ensure that:

- All high-contact surfaces (door handles, seatbelt buckles, armrests, etc.) used by passengers are cleaned and disinfected before each trip.
- All high-contact surfaces used by drivers, such as the steering wheel, armrests, seatbelt buckles, door handles and shifter, are cleaned and disinfected between different drivers.
- We provide sanitizing materials, training on how to use them properly, and ensure they are kept in adequate supply.

Ventilation

We will ensure that vehicle windows are kept open, and the ventilation system set to maximize outdoor air and not set to recirculate air. Windows do not have to be kept open if one or more of the following conditions exist:

- The vehicle has functioning air conditioning in use and the outside temperature is greater than 90 degrees Fahrenheit.
- The vehicle has functioning heating in use and the outside temperature is less than 60 degrees Fahrenheit.
- Protection is needed from weather conditions, such as rain or snow.
- The vehicle has a cabin air filter in use and the U.S. EPA Air Quality Index for any pollutant is greater than 100.

Hand hygiene

We will provide hand sanitizer in each vehicle and ensure that all drivers and riders sanitize their hands before entering and exiting the vehicle. Hand sanitizers with methyl alcohol are prohibited.

REFERENCES

- [COVID-19 Public Health Guidance for K-12 Schools in California, 2021-22 School Year](#)
- [Centers for Disease Control and Prevention Guidance for COVID-19 Prevention in K-12 Schools \(July 9, 2021\)](#)
- [Centers for Disease Control and Prevention Vaccination Verification](#)
- [CDPH K-12 School Reopening Framework and Guidance Q&A](#)
- [CDPH Guidance for the Use of Face Coverings](#)
- [CDPH Guidance for Child Care Providers and Programs](#)
- [CDPH Safe Schools for All Hub](#)

- [Cal/OSHA FAQs](#)
- [Cal/OSHA Factsheet on Regulations](#)

- [Cal/OSHA Aerosol Transmissible Diseases Standard](#)
- [Cal/OSHA Emergency Regulations to Protect Workers from COVID-19 in Effect Press Release](#) (December 1, 2020)
- [Coalition Letter Raising Concerns Regarding Emergency Regulations](#) (November 18, 2020)
- [SYSD Pandemic Threat Annex](#)
- [Testing in San Diego County](#)
- [Social Distancing and Sanitization](#)
- [Industry Guidance](#)
- [SYSD COVID-19 Prevention Plan for Schools](#)
- [ORDER OF THE HEALTH OFFICER \(Isolation of All Persons with or Likely to have COVID-19\)](#)
- [ORDER OF THE HEALTH OFFICER \(Quarantine of Persons Exposed to COVID-19\)](#)
- <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Safe-Schools-for-All-Plan-Summary.aspx>
- <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Safe-Schools-for-All-Plan-Rationale.aspx>
- <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Vaccine-Prioritization.aspx>

SAN YSIDRO SCHOOL DISTRICT **GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 15, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 21/22-0007 DESIGNATING AUTHORIZED AGENTS TO SIGN BANK ACCOUNT CHECKS AND SCHOOL ORDERS FOR FISCAL YEAR 2021-22

BACKGROUND INFORMATION:

Pursuant to sections of the Education Code 425632 and 85232, it is necessary that the Governing Board to approve a resolution prior to the beginning of each fiscal year in order to maintain a current register of persons authorized to act on behalf of the school district.

On occasions changes take place during the school year that require new staff to be assigned. One Principal has been reassigned to a school site that has an ASB Account. This Resolution allows the Governing Board to designate the new principal as an authorized representative to the respective ASB school account. Access to the previous principal will be removed. The Superintendent and Chief Business Official remain the authorized representatives for the District to sign any and all orders in the name of the District, drawn on the funds of the District.

RECOMMENDATION:

Approve 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.

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

**SAN YSIDRO SCHOOL DISTRICT
RESOLUTION NO. 21/22-0007**

**DESIGNATING AUTHORIZED AGENTS TO SIGN BANK ACCOUNT CHECKS AND
SCHOOL ORDERS FOR FISCAL YEAR 2021-22**

ON MOTION of Member _____ seconded by Member _____, the following resolution is adopted effective July 1, 2021 through June 30, 2022.

THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. Authorized signers on established school district bank accounts shall be as follows:
 - a. **Cash Clearing Account:** established with an initial balance of \$1,000 to deposit funds awaiting transfer to County Treasury.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official
 - b. **Purchase Card Account:** established with an initial balance of \$20,000 for payment of obligations resulting from purchase of low cost goods and services at the District level.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official
 - c. **District Revolving Cash Fund Account:** established with an initial balance of \$50,000 for payment of obligations resulting from purchase of low cost goods and services at the District level.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official
 - d. **Associated Student Body (ASB) Account:** Established for deposit of funds collected by, and payment of obligations incurred by, the Associated Student Body at San Ysidro School District schools.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official
 - iii. Manuel Bojorquez, Principal, San Ysidro Middle School
 - iv. Irene Herrera-Cevallos, Principal, Vista Del Mar School
 - e. **Camp Account:** Established for deposit of funds collected for, and payment of obligations incurred for, sending 6th grade students to Camp.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official

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2. Pursuant to the provisions of Education Code 42632 the following persons are hereby authorized to sign all orders ("Commercial Warrants") in the name of the San Ysidro School District, drawn on the funds of said district.

Name	Position	Manual Signature
Gina A. Potter, Ed.D.	Superintendent	
Marilyn Adrianzen	Chief Business Official	

PASSED AND ADOPTED by the Governing Board on this 15th day of July, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

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

WITNESS my hand:

Clerk of the Governing Board

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 15, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: 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

BACKGROUND INFORMATION:

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

The new rates for 2021-22 are stipulated in the attached resolution. Special Tax Roll for CFD No. 1, No. 2 and No. 3 are available for review in the Business Services Office.

RECOMMENDATION:

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

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

San Ysidro School District
RESOLUTION No. 21/22-0008

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

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

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

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

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

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

BE IT RESOLVED:

- Section 1. That the above recitals are all true and correct.
- Section 2. That the specific rates and amounts of the special taxes to be collected to pay for the costs and expenses for the next fiscal year (2021-2022 for the referenced Districts are hereby determined and established as set forth in the attached, referenced and incorporated Exhibit "A".
- Section 3. That the rates as set forth above do not exceed the amounts as previously authorized by the Ordinances of this legislative body, and are not in excess of that as previously approved by the qualified electors of the Districts.
- Section 4. That the proceeds of the special taxes shall be used to pay, in whole or in part, the costs of the following as they pertain to the Districts, in the following order of priority:

- A. Payment of principal and interest on any outstanding authorized bonded indebtedness.
- B. Necessary replenishment of bond reserve funds or other reserve funds,
- C. Payment of costs and expenses of authorized public facilities and public services, as applicable;
- D. Repayment of advances and loans, if appropriate.

- Section 5. The special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedures and sale in cases of any delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.
- Section 6. All monies above collected shall be paid into the respective District funds, including any bond fund and reserve fund.
- Section 7. A listing of all parcels subject to the special taxes, together with the applicable tax to be levied for the next year, shall be filed with the County Auditor on or before the 10th day of August of this year. It is hereby further directed that a certified copy of this Resolution also be filed with the County Auditor on or before the 10th day of August of this year.
- Section 8. The Auditor of the County is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the special taxes.
- Section 9. The County Auditor shall then, at the close of the tax collection period, promptly render to this Agency a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 15th day of July, 2021 by the following vote:

Ayes:____ Noes:____ Absent:____

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Gina A. Potter, Ed.D., Secretary of the Governing Board of the San Ysidro School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a Resolution 21/22-0008 adopted by said Board at a regular meeting thereof, at the time and by the vote there in stated, which original Resolution is on file in the office of said Board.

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

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2021/2022 Special Tax Roll

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

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2021/2022 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
12842	45	638-291-45-00	\$0.00	\$0.00
12842	46	638-291-46-00	\$0.00	\$0.00
12842	47	638-291-47-00	\$0.00	\$0.00
12842	48	638-291-48-00	\$0.00	\$0.00
12842	49	638-291-49-00	\$0.00	\$0.00
12842	50	638-291-50-00	\$0.00	\$0.00
12842	51	638-291-51-00	\$0.00	\$0.00
12842	52	638-291-52-00	\$0.00	\$0.00
12842	53	638-291-53-00	\$0.00	\$0.00
12842	54	638-291-54-00	\$0.00	\$0.00
12842	55	638-291-55-00	\$0.00	\$0.00
12842	56	638-291-56-00	\$0.00	\$0.00
12842	57	638-291-57-00	\$0.00	\$0.00
12842	58	638-291-58-00	\$0.00	\$0.00
12842	59	638-291-59-00	\$0.00	\$0.00
12842	60	638-291-60-00	\$0.00	\$0.00
12842	61	638-291-61-00	\$0.00	\$0.00
12842	62	638-291-62-00	\$0.00	\$0.00
12842	63	638-291-63-00	\$0.00	\$0.00
12842	64	638-291-64-00	\$0.00	\$0.00
12842	65	638-291-65-00	\$0.00	\$0.00
12842	66	638-291-66-00	\$0.00	\$0.00
12842	67	638-291-67-00	\$0.00	\$0.00
12842	68	638-291-68-00	\$0.00	\$0.00
12842	69	638-291-69-00	\$0.00	\$0.00
12842	70	638-291-70-00	\$0.00	\$0.00
12842	71	638-291-71-00	\$0.00	\$0.00
12842	72	638-291-72-00	\$0.00	\$0.00
12842	31	638-291-73-00	\$0.00	\$0.00
12842	32	638-291-74-00	\$0.00	\$0.00
13372	1	665-060-01-00	\$1,290.13	\$1,290.12
13372	2	665-060-02-00	\$1,290.13	\$1,290.12
13372	3	665-060-03-00	\$966.59	\$966.58
13372	4	665-060-04-00	\$1,123.21	\$1,123.20
13372	5	665-060-05-00	\$966.59	\$966.58
13372	6	665-060-06-00	\$1,107.81	\$1,107.80
13372	7	665-060-07-00	\$750.34	\$750.32
13372	8	665-060-08-00	\$966.59	\$966.58
13372	9	665-060-09-00	\$1,290.13	\$1,290.12
13372	10	665-060-10-00	\$1,107.81	\$1,107.80
13372	11	665-060-11-00	\$750.34	\$750.32
13372	12	665-060-12-00	\$966.59	\$966.58

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2021/2022 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	13	665-060-13-00	\$750.34	\$750.32
13372	14	665-060-14-00	\$1,123.21	\$1,123.20
13372	15	665-060-15-00	\$1,123.21	\$1,123.20
13372	16	665-060-16-00	\$750.34	\$750.32
13372	17	665-060-17-00	\$1,290.13	\$1,290.12
13372	18	665-060-18-00	\$1,123.21	\$1,123.20
13372	19	665-060-19-00	\$1,123.21	\$1,123.20
13372	20	665-060-20-00	\$966.59	\$966.58
13372	21	665-060-21-00	\$966.59	\$966.58
13372	22	665-060-22-00	\$750.34	\$750.32
13372	23	665-060-23-00	\$966.59	\$966.58
13372	24	665-060-24-00	\$750.34	\$750.32
13372	25	665-060-25-00	\$1,290.13	\$1,290.12
13372	26	665-060-26-00	\$1,123.21	\$1,123.20
13372	27	665-060-27-00	\$1,290.13	\$1,290.12
13372	28	665-060-28-00	\$1,290.13	\$1,290.12
13372	29	665-060-29-00	\$750.34	\$750.32
13372	30	665-060-30-00	\$1,107.81	\$1,107.80
13372	31	665-060-31-00	\$1,107.81	\$1,107.80
13372	32	665-060-32-00	\$1,123.21	\$1,123.20
13372	33	665-060-33-00	\$1,123.21	\$1,123.20
13372	34	665-060-34-00	\$750.34	\$750.32
13372	35	665-060-35-00	\$1,123.21	\$1,123.20
13372	36	665-060-36-00	\$966.59	\$966.58
13372	37	665-060-37-00	\$1,107.81	\$1,107.80
13372	38	665-060-38-00	\$750.34	\$750.32
13372	39	665-060-39-00	\$1,290.13	\$1,290.12
13372	40	665-060-40-00	\$1,290.13	\$1,290.12
13372	41	665-060-41-00	\$1,123.21	\$1,123.20
13372	42	665-060-42-00	\$750.34	\$750.32
13372	43	665-060-43-00	\$966.59	\$966.58
13372	44	665-060-44-00	\$966.59	\$966.58
13372	45	665-060-45-00	\$1,123.21	\$1,123.20
13372	46	665-060-46-00	\$750.34	\$750.32
13372	47	665-060-47-00	\$966.59	\$966.58
13372	48	665-060-48-00	\$1,290.13	\$1,290.12
13372	49	665-060-49-00	\$750.34	\$750.32
13372	50	665-060-50-00	\$966.59	\$966.58
13372	51	665-060-51-00	\$966.59	\$966.58
13372	52	665-060-52-00	\$966.59	\$966.58
13372	53	665-060-53-00	\$1,123.21	\$1,123.20
13372	54	665-060-54-00	\$750.34	\$750.32

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2021/2022 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	55	665-060-55-00	\$966.59	\$966.58
13372	56	665-060-56-00	\$966.59	\$966.58
13372	57	665-060-57-00	\$966.59	\$966.58
13372	58	665-060-58-00	\$1,123.21	\$1,123.20
13372	59	665-060-59-00	\$750.34	\$750.32
13372	60	665-060-60-00	\$1,290.13	\$1,290.12
13372	61	665-060-61-00	\$966.59	\$966.58
13372	62	665-060-62-00	\$750.34	\$750.32
13372	63	665-060-63-00	\$750.34	\$750.32
13372	64	665-060-64-00	\$966.59	\$966.58
13372	65	665-060-65-00	\$966.59	\$966.58
13372	66	665-060-66-00	\$966.59	\$966.58
13372	67	665-060-67-00	\$750.34	\$750.32
13372	68	665-060-68-00	\$966.59	\$966.58
13372	69	665-060-69-00	\$750.34	\$750.32
13372	70	665-060-70-00	\$966.59	\$966.58
13372	71	665-060-71-00	\$966.59	\$966.58
13372	72	665-060-72-00	\$1,123.21	\$1,123.20
13372	73	665-060-73-00	\$750.34	\$750.32
13372	74	665-060-74-00	\$966.59	\$966.58
13372	75	665-060-75-00	\$1,290.13	\$1,290.12
13372	182	665-060-76-00	\$0.00	\$0.00
13372	76	665-061-01-00	\$1,174.56	\$1,174.56
13372	77	665-061-02-00	\$872.26	\$872.24
13372	78	665-061-03-00	\$1,025.66	\$1,025.66
13372	79	665-061-04-00	\$1,174.56	\$1,174.56
13372	80	665-061-05-00	\$872.26	\$872.24
13372	81	665-061-06-00	\$1,174.56	\$1,174.56
13372	82	665-061-07-00	\$1,025.66	\$1,025.66
13372	83	665-061-08-00	\$1,174.56	\$1,174.56
13372	84	665-061-09-00	\$1,025.66	\$1,025.66
13372	85	665-061-10-00	\$872.26	\$872.24
13372	86	665-061-11-00	\$1,174.56	\$1,174.56
13372	87	665-061-12-00	\$1,025.66	\$1,025.66
13372	88	665-061-13-00	\$1,174.56	\$1,174.56
13372	89	665-061-14-00	\$872.26	\$872.24
13372	90	665-061-15-00	\$1,174.56	\$1,174.56
13372	91	665-061-16-00	\$872.26	\$872.24
13372	92	665-061-17-00	\$1,025.66	\$1,025.66
13372	93	665-061-18-00	\$1,174.56	\$1,174.56
13372	94	665-061-19-00	\$872.26	\$872.24
13372	95	665-061-20-00	\$1,025.66	\$1,025.66

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	96	665-061-21-00	\$1,174.56	\$1,174.56
13372	108	665-061-22-00	\$1,025.66	\$1,025.66
13372	109	665-061-23-00	\$1,174.56	\$1,174.56
13372	110	665-061-24-00	\$1,025.66	\$1,025.66
13372	111	665-061-25-00	\$1,174.56	\$1,174.56
13372	112	665-061-26-00	\$872.26	\$872.24
13372	113	665-061-27-00	\$872.26	\$872.24
13372	114	665-061-28-00	\$1,025.66	\$1,025.66
13372	115	665-061-29-00	\$1,174.56	\$1,174.56
13372	116	665-061-30-00	\$872.26	\$872.24
13372	117	665-061-31-00	\$1,174.56	\$1,174.56
13372	1178	665-061-32-00	\$1,025.66	\$1,025.66
13372	119	665-061-33-00	\$1,025.66	\$1,025.66
13372	120	665-061-34-00	\$1,174.56	\$1,174.56
13372	121	665-061-35-00	\$872.26	\$872.24
13372	122	665-061-36-00	\$1,025.66	\$1,025.66
13372	123	665-061-37-00	\$1,174.56	\$1,174.56
13372	124	665-061-38-00	\$1,025.66	\$1,025.66
13372	178	665-061-39-00	\$0.00	\$0.00
13372	97	665-062-01-00	\$1,025.66	\$1,025.66
13372	98	665-062-02-00	\$1,174.56	\$1,174.56
13372	99	665-062-03-00	\$1,025.66	\$1,025.66
13372	100	665-062-04-00	\$1,174.56	\$1,174.56
13372	101	665-062-05-00	\$872.26	\$872.24
13372	102	665-062-06-00	\$1,174.56	\$1,174.56
13372	103	665-062-07-00	\$872.26	\$872.24
13372	104	665-062-08-00	\$1,025.66	\$1,025.66
13372	105	665-062-09-00	\$1,174.56	\$1,174.56
13372	106	665-062-10-00	\$1,174.56	\$1,174.56
13372	107	665-062-11-00	\$1,025.66	\$1,025.66
13372	125	665-062-12-00	\$872.26	\$872.24
13372	126	665-062-13-00	\$1,025.66	\$1,025.66
13372	127	665-062-14-00	\$1,174.56	\$1,174.56
13372	128	665-062-15-00	\$1,025.66	\$1,025.66
13372	129	665-062-16-00	\$1,174.56	\$1,174.56
13372	130	665-062-17-00	\$1,025.66	\$1,025.66
13372	131	665-062-18-00	\$872.26	\$872.24
13372	132	665-062-19-00	\$1,174.56	\$1,174.56
13372	133	665-062-20-00	\$872.26	\$872.24
13372	134	665-062-21-00	\$1,174.56	\$1,174.56
13372	135	665-062-22-00	\$872.26	\$872.24
13372	136	665-062-23-00	\$872.26	\$872.24

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	137	665-062-24-00	\$1,174.56	\$1,174.56
13372	138	665-062-25-00	\$1,025.66	\$1,025.66
13372	139	665-062-26-00	\$1,174.56	\$1,174.56
13372	140	665-062-27-00	\$1,025.66	\$1,025.66
13372	141	665-062-28-00	\$1,073.14	\$1,073.14
13372	142	665-062-29-00	\$1,073.14	\$1,073.14
13372	143	665-062-30-00	\$765.72	\$765.72
13372	144	665-062-31-00	\$1,028.86	\$1,028.86
13372	145	665-062-32-00	\$1,073.14	\$1,073.14
13372	146	665-062-33-00	\$765.72	\$765.72
13372	147	665-062-34-00	\$995.48	\$995.48
13372	148	665-063-01-00	\$1,073.14	\$1,073.14
13372	149	665-063-02-00	\$995.48	\$995.48
13372	150	665-063-03-00	\$1,073.14	\$1,073.14
13372	151	665-063-04-00	\$995.48	\$995.48
13372	152	665-063-05-00	\$1,028.86	\$1,028.86
13372	153	665-063-06-00	\$1,028.86	\$1,028.86
13372	154	665-063-07-00	\$1,028.86	\$1,028.86
13372	155	665-063-08-00	\$995.48	\$995.48
13372	156	665-063-09-00	\$995.48	\$995.48
13372	157	665-063-10-00	\$1,073.14	\$1,073.14
13372	158	665-063-11-00	\$995.48	\$995.48
13372	159	665-063-12-00	\$1,073.14	\$1,073.14
13372	160	665-063-13-00	\$995.48	\$995.48
13372	161	665-063-14-00	\$1,073.14	\$1,073.14
13372	162	665-063-15-00	\$995.48	\$995.48
13372	163	665-063-16-00	\$995.48	\$995.48
13372	164	665-063-17-00	\$1,028.86	\$1,028.86
13372	165	665-063-18-00	\$1,073.14	\$1,073.14
13372	166	665-063-19-00	\$995.48	\$995.48
13372	167	665-063-20-00	\$1,073.14	\$1,073.14
13372	168	665-063-21-00	\$995.48	\$995.48
13372	169	665-063-22-00	\$1,073.14	\$1,073.14
13372	170	665-063-23-00	\$995.48	\$995.48
13372	177	665-063-30-00	\$0.00	\$0.00
13372	177	665-063-31-00	\$0.00	\$0.00
13372	PAR 1	665-063-32-00	\$1,073.14	\$1,073.14
13372	PAR 2	665-063-33-00	\$1,028.86	\$1,028.86
13372	PAR 3	665-063-34-00	\$1,028.86	\$1,028.86
13372	PAR 4	665-063-35-00	\$1,073.14	\$1,073.14
13372	PAR 5	665-063-36-00	\$995.48	\$995.48
13372	PAR 6	665-063-37-00	\$1,073.14	\$1,073.14

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13372	179	665-064-03-00	\$0.00	\$0.00
13372	180	665-064-04-00	\$0.00	\$0.00
13372	181	665-064-05-00	\$0.00	\$0.00
13546	185	665-070-01-00	\$872.26	\$872.24
13546	186	665-070-02-00	\$1,025.66	\$1,025.66
13546	187	665-070-03-00	\$872.26	\$872.24
13546	188	665-070-04-00	\$1,025.66	\$1,025.66
13546	189	665-070-05-00	\$1,174.56	\$1,174.56
13546	190	665-070-06-00	\$872.26	\$872.24
13546	191	665-070-07-00	\$872.26	\$872.24
13546	192	665-070-08-00	\$1,025.66	\$1,025.66
13546	193	665-070-09-00	\$1,174.56	\$1,174.56
13546	194	665-070-10-00	\$1,025.66	\$1,025.66
13546	195	665-070-11-00	\$1,174.56	\$1,174.56
13546	196	665-070-12-00	\$1,174.56	\$1,174.56
13546	197	665-070-13-00	\$1,025.66	\$1,025.66
13546	198	665-070-14-00	\$872.26	\$872.24
13546	256	665-070-15-00	\$1,194.45	\$1,194.44
13546	257	665-070-16-00	\$1,031.45	\$1,031.44
13546	258	665-070-17-00	\$1,194.45	\$1,194.44
13546	259	665-070-18-00	\$922.33	\$922.32
13546	260	665-070-19-00	\$1,194.45	\$1,194.44
13546	261	665-070-20-00	\$1,031.45	\$1,031.44
13546	262	665-070-21-00	\$1,194.45	\$1,194.44
13546	263	665-070-22-00	\$1,031.45	\$1,031.44
13546	264	665-070-23-00	\$922.33	\$922.32
13546	265	665-070-24-00	\$1,031.45	\$1,031.44
13546	266	665-070-25-00	\$1,031.45	\$1,031.44
13546	267	665-070-26-00	\$1,194.45	\$1,194.44
13546	268	665-070-27-00	\$1,031.45	\$1,031.44
13546	269	665-070-28-00	\$922.33	\$922.32
13546	270	665-070-29-00	\$1,194.45	\$1,194.44
13546	275	665-070-30-00	\$1,194.45	\$1,194.44
13546	276	665-070-31-00	\$1,031.45	\$1,031.44
13546	277	665-070-32-00	\$922.33	\$922.32
13546	278	665-070-33-00	\$1,194.45	\$1,194.44
13546	279	665-070-34-00	\$1,031.45	\$1,031.44
13546	280	665-070-35-00	\$1,194.45	\$1,194.44
13546	281	665-070-36-00	\$922.33	\$922.32
13546	282	665-070-37-00	\$922.33	\$922.32
13546	283	665-070-38-00	\$1,031.45	\$1,031.44
13546	284	665-070-39-00	\$1,194.45	\$1,194.44

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13546	285	665-070-40-00	\$1,031.45	\$1,031.44
13546	286	665-070-41-00	\$922.33	\$922.32
13546	287	665-070-42-00	\$1,031.45	\$1,031.44
13546	288	665-070-43-00	\$1,194.45	\$1,194.44
13546	293	665-070-44-00	\$872.26	\$872.24
13546	294	665-070-45-00	\$1,174.56	\$1,174.56
13546	295	665-070-46-00	\$872.26	\$872.24
13546	296	665-070-47-00	\$1,025.66	\$1,025.66
13546	297	665-070-48-00	\$1,174.56	\$1,174.56
13546	298	665-070-49-00	\$1,174.56	\$1,174.56
13546	299	665-070-50-00	\$1,025.66	\$1,025.66
13546	300	665-070-51-00	\$872.26	\$872.24
13546	301	665-070-52-00	\$1,025.66	\$1,025.66
13546	302	665-070-53-00	\$872.26	\$872.24
13546	303	665-070-54-00	\$1,174.56	\$1,174.56
13546	304	665-070-55-00	\$1,025.66	\$1,025.66
13546	305	665-070-56-00	\$1,174.56	\$1,174.56
13546	306	665-070-57-00	\$872.26	\$872.24
13546	311	665-070-58-00	\$1,174.56	\$1,174.56
13546	312	665-070-59-00	\$872.26	\$872.24
13546	313	665-070-60-00	\$1,025.66	\$1,025.66
13546	314	665-070-61-00	\$1,174.56	\$1,174.56
13546	315	665-070-62-00	\$872.26	\$872.24
13546	316	665-070-63-00	\$1,174.56	\$1,174.56
13546	317	665-070-64-00	\$872.26	\$872.24
13546	318	665-070-65-00	\$872.26	\$872.24
13546	319	665-070-66-00	\$1,025.66	\$1,025.66
13546	320	665-070-67-00	\$872.26	\$872.24
13546	321	665-070-68-00	\$1,025.66	\$1,025.66
13546	322	665-070-69-00	\$872.26	\$872.24
13546	323	665-070-70-00	\$1,174.56	\$1,174.56
13546	324	665-070-71-00	\$1,194.45	\$1,194.44
13546	325	665-070-72-00	\$1,031.45	\$1,031.44
13546	199	665-071-01-00	\$1,174.56	\$1,174.56
13546	200	665-071-02-00	\$1,025.66	\$1,025.66
13546	201	665-071-03-00	\$872.26	\$872.24
13546	202	665-071-04-00	\$1,025.66	\$1,025.66
13546	203	665-071-05-00	\$1,174.56	\$1,174.56
13546	204	665-071-06-00	\$1,025.66	\$1,025.66
13546	205	665-071-07-00	\$872.26	\$872.24
13546	206	665-071-08-00	\$1,174.56	\$1,174.56
13546	207	665-071-09-00	\$1,025.66	\$1,025.66

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13546	208	665-071-10-00	\$1,174.56	\$1,174.56
13546	209	665-071-11-00	\$1,025.66	\$1,025.66
13546	210	665-071-12-00	\$1,174.56	\$1,174.56
13546	211	665-071-13-00	\$1,025.66	\$1,025.66
13546	212	665-071-14-00	\$872.26	\$872.24
13546	213	665-071-15-00	\$1,174.56	\$1,174.56
13546	214	665-071-16-00	\$872.26	\$872.24
13546	215	665-071-17-00	\$1,025.66	\$1,025.66
13546	216	665-071-18-00	\$1,174.56	\$1,174.56
13546	217	665-071-19-00	\$1,025.66	\$1,025.66
13546	218	665-071-20-00	\$1,174.56	\$1,174.56
13546	219	665-071-21-00	\$872.26	\$872.24
13546	220	665-071-22-00	\$1,025.66	\$1,025.66
13546	221	665-071-23-00	\$1,174.56	\$1,174.56
13546	222	665-071-24-00	\$1,025.66	\$1,025.66
13546	223	665-071-25-00	\$1,174.56	\$1,174.56
13546	224	665-071-26-00	\$1,025.66	\$1,025.66
13546	225	665-071-27-00	\$872.26	\$872.24
13546	226	665-071-28-00	\$1,025.66	\$1,025.66
13546	227	665-071-29-00	\$872.26	\$872.24
13546	228	665-071-30-00	\$1,025.66	\$1,025.66
13546	229	665-071-31-00	\$1,194.45	\$1,194.44
13546	230	665-071-32-00	\$1,031.45	\$1,031.44
13546	231	665-071-33-00	\$1,194.45	\$1,194.44
13546	232	665-071-34-00	\$1,031.45	\$1,031.44
13546	233	665-071-35-00	\$922.33	\$922.32
13546	234	665-071-36-00	\$1,196.80	\$1,196.78
13546	235	665-071-37-00	\$1,033.46	\$1,033.44
13546	236	665-071-38-00	\$908.23	\$908.22
13546	237	665-071-39-00	\$1,029.52	\$1,029.50
13546	238	665-071-40-00	\$1,175.85	\$1,175.84
13546	239	665-071-41-00	\$1,031.45	\$1,031.44
13546	240	665-071-42-00	\$1,194.45	\$1,194.44
13546	241	665-071-43-00	\$1,031.45	\$1,031.44
13546	242	665-071-44-00	\$922.33	\$922.32
13546	246	665-071-45-00	\$1,194.45	\$1,194.44
13546	244	665-071-46-00	\$1,031.45	\$1,031.44
13546	245	665-071-47-00	\$1,194.45	\$1,194.44
13546	246	665-071-48-00	\$1,031.45	\$1,031.44
13546	247	665-071-49-00	\$1,031.45	\$1,031.44
13546	248	665-071-50-00	\$1,194.45	\$1,194.44
13546	249	665-071-51-00	\$1,031.45	\$1,031.44

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13546	250	665-071-52-00	\$1,194.45	\$1,194.44
13546	251	665-071-53-00	\$1,031.45	\$1,031.44
13546	252	665-071-54-00	\$922.33	\$922.32
13546	253	665-071-55-00	\$1,031.45	\$1,031.44
13546	254	665-071-56-00	\$1,194.45	\$1,194.44
13546	255	665-071-57-00	\$922.33	\$922.32
13546	271	665-071-58-00	\$922.33	\$922.32
13546	272	665-071-59-00	\$1,031.45	\$1,031.44
13546	273	665-071-60-00	\$1,194.45	\$1,194.44
13546	274	665-071-61-00	\$1,031.45	\$1,031.44
13546	289	665-071-62-00	\$922.33	\$922.32
13546	290	665-071-63-00	\$1,194.45	\$1,194.44
13546	291	665-071-64-00	\$1,025.66	\$1,025.66
13546	292	665-071-65-00	\$1,174.56	\$1,174.56
13546	307	665-071-66-00	\$1,025.66	\$1,025.66
13546	308	665-071-67-00	\$872.26	\$872.24
13546	309	665-071-68-00	\$1,025.66	\$1,025.66
13546	310	665-071-69-00	\$1,174.56	\$1,174.56
13747	326	665-080-01-00	\$1,175.85	\$1,175.84
13747	327	665-080-02-00	\$1,029.52	\$1,029.50
13747	328	665-080-03-00	\$908.23	\$908.22
13747	329	665-080-04-00	\$910.01	\$910.00
13747	330	665-080-05-00	\$1,031.56	\$1,031.56
13747	331	665-080-06-00	\$1,031.56	\$1,031.56
13747	332	665-080-07-00	\$1,178.15	\$1,178.14
13747	333	665-080-08-00	\$910.01	\$910.00
13747	334	665-080-09-00	\$1,031.56	\$1,031.56
13747	335	665-080-10-00	\$1,031.56	\$1,031.56
13747	336	665-080-11-00	\$1,031.56	\$1,031.56
13747	337	665-080-12-00	\$1,178.15	\$1,178.14
13747	338	665-080-13-00	\$908.23	\$908.22
13747	339	665-080-14-00	\$1,029.52	\$1,029.50
13747	340	665-080-15-00	\$1,029.52	\$1,029.50
13747	341	665-080-16-00	\$1,175.85	\$1,175.84
13747	342	665-080-17-00	\$908.23	\$908.22
13747	343	665-080-18-00	\$1,175.85	\$1,175.84
13747	344	665-080-19-00	\$1,029.52	\$1,029.50
13747	345	665-080-20-00	\$1,175.85	\$1,175.84
13747	346	665-080-21-00	\$1,029.52	\$1,029.50
13747	347	665-080-22-00	\$1,029.52	\$1,029.50
13747	348	665-080-23-00	\$908.23	\$908.22
13747	349	665-080-24-00	\$1,175.85	\$1,175.84

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13747	350	665-080-25-00	\$1,029.52	\$1,029.50
13747	351	665-080-26-00	\$1,175.85	\$1,175.84
13747	352	665-080-27-00	\$908.23	\$908.22
13747	353	665-080-28-00	\$1,175.85	\$1,175.84
13747	354	665-080-29-00	\$1,029.52	\$1,029.50
13747	355	665-080-30-00	\$908.23	\$908.22
13747	356	665-080-31-00	\$1,029.52	\$1,029.50
13747	357	665-080-32-00	\$1,175.85	\$1,175.84
13747	358	665-080-33-00	\$908.23	\$908.22
13747	359	665-080-34-00	\$1,029.52	\$1,029.50
13747	360	665-080-35-00	\$1,175.85	\$1,175.84
13747	361	665-080-36-00	\$1,029.52	\$1,029.50
13747	362	665-080-37-00	\$1,175.85	\$1,175.84
13747	363	665-080-38-00	\$908.23	\$908.22
13747	364	665-080-39-00	\$1,029.52	\$1,029.50
13747	365	665-080-40-00	\$1,175.85	\$1,175.84
13747	366	665-080-41-00	\$908.23	\$908.22
13747	367	665-080-42-00	\$1,029.52	\$1,029.50
13747	368	665-080-43-00	\$1,029.52	\$1,029.50
13747	369	665-080-44-00	\$908.23	\$908.22
13747	370	665-080-45-00	\$1,029.52	\$1,029.50
13747	371	665-080-46-00	\$1,175.85	\$1,175.84
13747	372	665-080-47-00	\$1,029.52	\$1,029.50
13747	373	665-080-48-00	\$1,029.52	\$1,029.50
13747	374	665-080-49-00	\$908.23	\$908.22
13747	375	665-080-50-00	\$1,029.52	\$1,029.50
13747	376	665-080-51-00	\$908.23	\$908.22
13747	377	665-080-52-00	\$1,031.56	\$1,031.56
13747	378	665-080-53-00	\$910.01	\$910.00
13747	379	665-080-54-00	\$910.01	\$910.00
13747	380	665-080-55-00	\$1,031.56	\$1,031.56
13747	381	665-080-56-00	\$910.01	\$910.00
13747	382	665-080-57-00	\$1,178.15	\$1,178.14
13747	383	665-080-58-00	\$910.01	\$910.00
13747	384	665-080-59-00	\$1,031.56	\$1,031.56
13747	385	665-080-60-00	\$1,178.15	\$1,178.14
13747	386	665-080-61-00	\$1,031.56	\$1,031.56
13747	387	665-080-62-00	\$1,031.56	\$1,031.56
13747	388	665-080-63-00	\$910.01	\$910.00
13747	389	665-080-64-00	\$1,178.15	\$1,178.14
13747	390	665-080-65-00	\$1,031.56	\$1,031.56
13747	391	665-080-66-00	\$1,031.56	\$1,031.56

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2021/2022 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13747	392	665-080-67-00	\$1,031.56	\$1,031.56
13747	393	665-080-68-00	\$1,031.56	\$1,031.56
13747	394	665-080-69-00	\$1,031.56	\$1,031.56
13747	395	665-080-70-00	\$1,178.15	\$1,178.14
13747	396	665-080-71-00	\$910.01	\$910.00
13747	397	665-080-72-00	\$1,031.56	\$1,031.56
13747	398	665-080-73-00	\$910.01	\$910.00
13747	399	665-080-74-00	\$1,031.56	\$1,031.56
13747	400	665-080-75-00	\$1,031.56	\$1,031.56
13747	401	665-080-76-00	\$1,031.56	\$1,031.56
13747	402	665-080-77-00	\$1,178.15	\$1,178.14
13747	403	665-080-78-00	\$910.01	\$910.00
13747	404	665-080-79-00	\$1,031.56	\$1,031.56
13747	405	665-080-80-00	\$1,031.56	\$1,031.56
13747	406	665-081-01-00	\$1,194.45	\$1,194.44
13747	407	665-081-02-00	\$1,031.45	\$1,031.44
13747	408	665-081-03-00	\$922.33	\$922.32
13747	409	665-081-04-00	\$1,194.45	\$1,194.44
13747	410	665-081-05-00	\$1,194.45	\$1,194.44
13747	411	665-081-06-00	\$1,031.45	\$1,031.44
13747	412	665-081-07-00	\$1,194.45	\$1,194.44
13747	413	665-081-08-00	\$922.33	\$922.32
13747	414	665-081-09-00	\$1,031.45	\$1,031.44
13747	415	665-081-10-00	\$922.33	\$922.32
13747	416	665-081-11-00	\$1,194.45	\$1,194.44
13747	417	665-081-12-00	\$1,031.45	\$1,031.44
13747	418	665-081-13-00	\$922.33	\$922.32
13747	419	665-081-14-00	\$1,194.45	\$1,194.44
13747	420	665-081-15-00	\$1,031.45	\$1,031.44
13747	421	665-081-16-00	\$1,194.45	\$1,194.44
13747	422	665-081-17-00	\$1,031.45	\$1,031.44
13747	423	665-081-18-00	\$1,194.45	\$1,194.44
13747	424	665-081-19-00	\$1,031.45	\$1,031.44
13747	425	665-081-20-00	\$1,033.46	\$1,033.44
13747	426	665-081-21-00	\$1,196.80	\$1,196.78
13747	427	665-081-22-00	\$1,033.46	\$1,033.44
13747	428	665-081-23-00	\$924.15	\$924.14
13747	429	665-081-24-00	\$1,194.45	\$1,194.44
13747	430	665-081-25-00	\$1,031.45	\$1,031.44
13747	431	665-081-26-00	\$922.33	\$922.32
13747	432	665-081-27-00	\$1,194.45	\$1,194.44
13747	433	665-081-28-00	\$1,031.45	\$1,031.44

San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2021/2022 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13747	434	665-081-29-00	\$1,194.45	\$1,194.44
13747	435	665-081-30-00	\$1,031.45	\$1,031.44
13747	436	665-081-31-00	\$922.33	\$922.32
13747	437	665-081-32-00	\$1,194.45	\$1,194.44
13747	438	665-081-33-00	\$1,031.45	\$1,031.44
13747	439	665-081-34-00	\$1,194.45	\$1,194.44
13747	440	665-081-35-00	\$1,031.45	\$1,031.44
13747	441	665-081-36-00	\$1,194.45	\$1,194.44
13747	442	665-081-37-00	\$922.33	\$922.32
13747	443	665-081-38-00	\$1,031.45	\$1,031.44
13747	444	665-081-39-00	\$1,196.80	\$1,196.78
13747	445	665-081-40-00	\$924.15	\$924.14
13747	446	665-081-41-00	\$1,033.46	\$1,033.44
13747	447	665-081-42-00	\$1,196.80	\$1,196.78
13747	448	665-081-43-00	\$1,033.46	\$1,033.44
13747	449	665-081-44-00	\$1,196.80	\$1,196.78
13747	450	665-081-45-00	\$924.15	\$924.14
13747	451	665-081-46-00	\$1,196.80	\$1,196.78
13747	452	665-081-47-00	\$1,033.46	\$1,033.44
13860	1	665-090-01-00	\$1,069.47	\$1,069.46
13860	2	665-090-02-00	\$1,001.97	\$1,001.96
13860	3	665-090-03-00	\$1,069.47	\$1,069.46
13860	4	665-090-04-00	\$1,310.63	\$1,310.62
13860	5	665-090-05-00	\$1,001.97	\$1,001.96
13860	6	665-090-06-00	\$1,310.63	\$1,310.62
13860	7	665-090-07-00	\$1,001.97	\$1,001.96
13860	8	665-090-08-00	\$1,310.63	\$1,310.62
13860	9	665-090-09-00	\$1,069.47	\$1,069.46
13860	10	665-090-10-00	\$1,310.63	\$1,310.62
13860	11	665-090-11-00	\$1,001.97	\$1,001.96
13860	12	665-090-12-00	\$1,069.47	\$1,069.46
13860	13	665-090-13-00	\$1,310.63	\$1,310.62
13860	14	665-090-14-00	\$1,069.47	\$1,069.46
13860	15	665-090-15-00	\$1,310.63	\$1,310.62
13860	16	665-090-16-00	\$1,069.47	\$1,069.46
13860	17	665-090-17-00	\$1,001.97	\$1,001.96
13860	18	665-090-18-00	\$1,310.63	\$1,310.62
13860	19	665-090-19-00	\$1,069.47	\$1,069.46
13860	20	665-090-20-00	\$1,001.97	\$1,001.96
13860	21	665-090-21-00	\$1,069.47	\$1,069.46
13860	22	665-090-22-00	\$1,310.63	\$1,310.62
13860	23	665-090-23-00	\$1,069.47	\$1,069.46

**San Ysidro School District
Community Facilities District No. 1
Fiscal Year 2021/2022 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13860	24	665-090-24-00	\$1,310.63	\$1,310.62
13860	25	665-090-25-00	\$1,001.97	\$1,001.96
13860	26	665-090-26-00	\$1,310.63	\$1,310.62
13860	27	665-090-27-00	\$1,001.97	\$1,001.96
13860	28	665-090-28-00	\$1,310.63	\$1,310.62
13860	29	665-090-29-00	\$1,310.63	\$1,310.62
13860	30	665-090-30-00	\$1,069.47	\$1,069.46
13860	31	665-090-31-00	\$1,001.97	\$1,001.96
13860	32	665-090-32-00	\$1,069.47	\$1,069.46
13860	33	665-090-33-00	\$1,310.63	\$1,310.62
13860	34	665-090-34-00	\$1,001.97	\$1,001.96
13860	35	665-090-35-00	\$1,069.47	\$1,069.46
13860	36	665-090-36-00	\$1,310.63	\$1,310.62
13860	37	665-090-37-00	\$1,069.47	\$1,069.46
13860	38	665-090-38-00	\$1,310.63	\$1,310.62
13860	39	665-090-39-00	\$1,069.47	\$1,069.46
13860	40	665-090-40-00	\$1,310.63	\$1,310.62
13860	41	665-090-41-00	\$1,310.63	\$1,310.62
13860	42	665-090-42-00	\$1,001.97	\$1,001.96
13860	43	665-090-43-00	\$1,069.47	\$1,069.46
13860	44	665-090-44-00	\$1,310.63	\$1,310.62
13860	45	665-090-45-00	\$1,001.97	\$1,001.96
13860	46	665-090-46-00	\$1,069.47	\$1,069.46
13860	47	665-090-47-00	\$1,001.97	\$1,001.96
13860	48	665-090-48-00	\$1,310.63	\$1,310.62
13860	49	665-090-49-00	\$1,069.47	\$1,069.46
13860	50	665-090-50-00	\$1,310.63	\$1,310.62
13860	51	665-090-51-00	\$1,069.47	\$1,069.46
13860	52	665-090-52-00	\$1,310.63	\$1,310.62
13860	53	665-090-53-00	\$1,069.47	\$1,069.46
13860	54	665-090-54-00	\$1,001.97	\$1,001.96
13860	55	665-090-55-00	\$1,310.63	\$1,310.62

Total Parcels	578
Total Taxable Parcels	499
Total Maximum Annual Special Tax	\$523,423.58
Total Assigned Special Tax	\$523,418.98

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2021/2022 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14220	74	631-292-10-01	\$1,054.94	\$1,054.94
14220	74	631-292-10-02	\$1,054.94	\$1,054.94
14220	74	631-292-10-03	\$1,054.94	\$1,054.94
14220	74	631-292-10-04	\$1,054.94	\$1,054.94
14220	74	631-292-10-05	\$1,054.94	\$1,054.94
14220	74	631-292-10-06	\$1,054.94	\$1,054.94
14220	74	631-292-10-07	\$1,054.94	\$1,054.94
14220	74	631-292-10-08	\$1,054.94	\$1,054.94
14220	74	631-292-10-09	\$1,054.94	\$1,054.94
14220	74	631-292-10-10	\$1,054.94	\$1,054.94
14220	74	631-292-10-11	\$1,054.94	\$1,054.94
14220	74	631-292-10-12	\$1,054.94	\$1,054.94
14220	74	631-292-10-13	\$1,054.94	\$1,054.94
14220	74	631-292-10-14	\$1,054.94	\$1,054.94
14220	74	631-292-10-15	\$1,054.94	\$1,054.94
14220	74	631-292-10-16	\$1,054.94	\$1,054.94
14220	74	631-292-10-17	\$1,054.94	\$1,054.94
14220	74	631-292-10-18	\$1,054.94	\$1,054.94
14220	74	631-292-10-19	\$1,054.94	\$1,054.94
14220	74	631-292-10-20	\$1,054.94	\$1,054.94
14220	74	631-292-10-21	\$1,054.94	\$1,054.94
14220	74	631-292-10-22	\$1,054.94	\$1,054.94
14220	74	631-292-10-23	\$1,054.94	\$1,054.94
14220	74	631-292-10-24	\$1,054.94	\$1,054.94
14220	74	631-292-10-25	\$1,054.94	\$1,054.94
14220	74	631-292-10-26	\$1,054.94	\$1,054.94
14220	74	631-292-10-27	\$1,054.94	\$1,054.94
14220	74	631-292-10-28	\$1,054.94	\$1,054.94
14220	74	631-292-11-01	\$1,054.94	\$1,054.94
14220	74	631-292-11-02	\$1,054.94	\$1,054.94
14220	74	631-292-11-03	\$1,054.94	\$1,054.94
14220	74	631-292-11-04	\$1,054.94	\$1,054.94
14220	74	631-292-11-05	\$1,054.94	\$1,054.94
14220	74	631-292-11-06	\$1,054.94	\$1,054.94
14220	74	631-292-11-07	\$1,054.94	\$1,054.94
14220	74	631-292-11-08	\$1,054.94	\$1,054.94
14220	74	631-292-11-09	\$1,054.94	\$1,054.94
14220	74	631-292-11-10	\$1,054.94	\$1,054.94
14220	74	631-292-11-11	\$1,054.94	\$1,054.94
14220	74	631-292-11-12	\$1,054.94	\$1,054.94
14220	74	631-292-11-13	\$1,054.94	\$1,054.94
14220	74	631-292-11-14	\$1,054.94	\$1,054.94

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2021/2022 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14220	74	631-292-11-15	\$1,054.94	\$1,054.94
14220	74	631-292-11-16	\$1,054.94	\$1,054.94
14220	74	631-292-11-17	\$1,054.94	\$1,054.94
14220	74	631-292-11-18	\$1,054.94	\$1,054.94
14220	74	631-292-11-19	\$1,054.94	\$1,054.94
14220	74	631-292-11-20	\$1,054.94	\$1,054.94
14220	74	631-292-11-21	\$1,054.94	\$1,054.94
14220	74	631-292-11-22	\$1,054.94	\$1,054.94
14220	74	631-292-11-23	\$1,054.94	\$1,054.94
14220	74	631-292-11-24	\$1,054.94	\$1,054.94
14220	74	631-292-11-25	\$1,054.94	\$1,054.94
14220	74	631-292-11-26	\$1,054.94	\$1,054.94
14220	74	631-292-12-01	\$1,054.94	\$1,054.94
14220	74	631-292-12-02	\$1,054.94	\$1,054.94
14220	74	631-292-12-03	\$1,054.94	\$1,054.94
14220	74	631-292-12-04	\$1,054.94	\$1,054.94
14220	74	631-292-12-05	\$1,054.94	\$1,054.94
14220	74	631-292-12-06	\$1,054.94	\$1,054.94
14220	74	631-292-12-07	\$1,054.94	\$1,054.94
14220	74	631-292-12-08	\$1,054.94	\$1,054.94
14220	74	631-292-12-09	\$1,054.94	\$1,054.94
14220	74	631-292-12-10	\$1,054.94	\$1,054.94
14220	74	631-292-12-11	\$1,054.94	\$1,054.94
14220	74	631-292-12-12	\$1,054.94	\$1,054.94
14220	74	631-292-12-13	\$1,054.94	\$1,054.94
14220	74	631-292-12-14	\$1,054.94	\$1,054.94
14220	74	631-292-12-15	\$1,054.94	\$1,054.94
14220	74	631-292-12-16	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-13-01	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-13-02	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-13-03	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-13-04	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-13-05	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-13-06	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-13-07	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-13-08	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-13-09	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-13-10	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-14-01	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-14-02	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-14-03	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-14-04	\$1,054.94	\$1,054.94

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2021/2022 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19291	PAR 1	631-292-14-05	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-14-06	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-14-07	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-14-08	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-14-09	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-14-10	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-14-11	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-14-12	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-14-13	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-14-14	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-14-15	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-14-16	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-14-17	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-14-18	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-14-19	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-14-20	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-14-21	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-14-22	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-14-23	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-14-24	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-14-25	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-14-26	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-15-01	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-15-02	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-15-03	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-15-04	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-15-05	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-15-06	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-15-07	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-15-08	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-15-09	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-15-10	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-15-11	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-15-12	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-15-13	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-15-14	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-15-15	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-15-16	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-15-17	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-15-18	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-15-19	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-15-20	\$1,054.94	\$1,054.94

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2021/2022 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19291	PAR 1	631-292-15-21	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-15-22	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-15-23	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-15-24	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-15-25	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-15-26	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-01	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-02	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-03	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-04	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-05	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-06	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-07	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-08	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-09	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-10	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-11	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-12	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-13	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-14	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-15	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-16	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-17	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-18	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-19	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-20	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-21	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-22	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-23	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-24	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-25	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-26	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-27	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-28	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-29	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-30	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-31	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-32	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-33	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-16-34	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-01	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-02	\$1,054.94	\$1,054.94

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19291	PAR 1	631-292-18-03	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-04	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-05	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-06	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-07	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-08	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-09	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-10	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-11	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-12	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-13	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-14	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-15	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-16	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-17	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-18	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-19	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-20	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-21	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-22	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-23	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-24	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-25	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-26	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-27	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-28	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-29	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-30	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-31	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-32	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-33	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-18-34	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-01	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-02	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-03	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-04	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-05	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-06	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-07	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-08	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-09	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-10	\$1,054.94	\$1,054.94

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
19291	PAR 1	631-292-19-11	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-12	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-13	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-14	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-15	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-16	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-17	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-18	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-19	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-20	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-21	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-22	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-23	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-24	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-25	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-26	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-27	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-28	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-29	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-30	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-31	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-32	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-33	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-34	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-35	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-36	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-37	\$1,054.94	\$1,054.94
19291	PAR 1	631-292-19-38	\$1,054.94	\$1,054.94
13730	1	638-300-01-00	\$1,031.11	\$1,031.10
13730	2	638-300-02-00	\$1,031.11	\$1,031.10
13730	3	638-300-03-00	\$1,031.11	\$1,031.10
13730	4	638-300-04-00	\$1,031.11	\$1,031.10
13730	5	638-300-05-00	\$1,031.11	\$1,031.10
13730	6	638-300-06-00	\$1,031.11	\$1,031.10
13730	7	638-300-07-00	\$1,031.11	\$1,031.10
13730	8	638-300-08-00	\$1,031.11	\$1,031.10
13730	9	638-300-09-00	\$1,031.11	\$1,031.10
13730	10	638-300-10-00	\$1,031.11	\$1,031.10
13730	11	638-300-11-00	\$1,031.11	\$1,031.10
13730	12	638-300-12-00	\$1,031.11	\$1,031.10
13730	13	638-300-13-00	\$1,031.11	\$1,031.10
13730	14	638-300-14-00	\$1,031.11	\$1,031.10

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13730	15	638-300-15-00	\$1,031.11	\$1,031.10
13730	16	638-300-16-00	\$1,031.11	\$1,031.10
13730	17	638-300-17-00	\$1,031.11	\$1,031.10
13730	18	638-300-18-00	\$1,031.11	\$1,031.10
13730	36	638-300-19-00	\$1,031.11	\$1,031.10
13730	37	638-300-20-00	\$1,031.11	\$1,031.10
13730	38	638-300-21-00	\$1,031.11	\$1,031.10
13730	39	638-300-22-00	\$1,031.11	\$1,031.10
13730	40	638-300-23-00	\$1,031.11	\$1,031.10
13730	41	638-300-24-00	\$1,031.11	\$1,031.10
13730	42	638-300-25-00	\$1,031.11	\$1,031.10
13730	43	638-300-26-00	\$1,031.11	\$1,031.10
13730	44	638-300-27-00	\$1,031.11	\$1,031.10
13730	45	638-300-28-00	\$1,031.11	\$1,031.10
13730	46	638-300-29-00	\$1,031.11	\$1,031.10
13730	54	638-300-30-00	\$0.00	\$0.00
13730	C	638-300-31-00	\$0.00	\$0.00
13730	19	638-301-01-00	\$1,031.11	\$1,031.10
13730	20	638-301-02-00	\$1,031.11	\$1,031.10
13730	21	638-301-03-00	\$1,031.11	\$1,031.10
13730	22	638-301-04-00	\$1,031.11	\$1,031.10
13730	23	638-301-05-00	\$1,031.11	\$1,031.10
13730	24	638-301-06-00	\$1,031.11	\$1,031.10
13730	25	638-301-07-00	\$1,031.11	\$1,031.10
13730	26	638-301-08-00	\$1,031.11	\$1,031.10
13730	27	638-301-09-00	\$1,031.11	\$1,031.10
13730	28	638-301-10-00	\$1,031.11	\$1,031.10
13730	29	638-301-11-00	\$1,031.11	\$1,031.10
13730	30	638-301-12-00	\$1,032.51	\$1,032.50
13730	31	638-301-13-00	\$1,032.51	\$1,032.50
13730	32	638-301-14-00	\$1,032.51	\$1,032.50
13730	33	638-301-15-00	\$1,032.51	\$1,032.50
13730	34	638-301-16-00	\$1,032.51	\$1,032.50
13730	35	638-301-17-00	\$1,032.51	\$1,032.50
13730	47	638-301-18-00	\$1,031.11	\$1,031.10
13730	48	638-301-19-00	\$1,031.11	\$1,031.10
13730	49	638-301-20-00	\$1,031.11	\$1,031.10
13730	50	638-301-21-00	\$1,031.11	\$1,031.10
13730	51	638-301-22-00	\$1,033.55	\$1,033.54
13730	52	638-301-23-00	\$1,032.51	\$1,032.50
13730	53	638-301-24-00	\$1,032.51	\$1,032.50
13730	A	638-301-25-00	\$0.00	\$0.00

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13730	B	638-301-26-00	\$0.00	\$0.00
13730	D	638-301-27-00	\$0.00	\$0.00
13730	E	638-301-28-00	\$0.00	\$0.00
13730	F	638-301-29-00	\$0.00	\$0.00
14277	1	638-310-01-00	\$1,033.55	\$1,033.54
14277	2	638-310-02-00	\$1,033.55	\$1,033.54
14277	3	638-310-03-00	\$1,033.55	\$1,033.54
14277	4	638-310-04-00	\$1,033.55	\$1,033.54
14277	5	638-310-05-00	\$1,033.55	\$1,033.54
14277	6	638-310-06-00	\$1,033.55	\$1,033.54
14277	7	638-310-07-00	\$1,033.55	\$1,033.54
14277	8	638-310-08-00	\$1,033.55	\$1,033.54
14277	9	638-310-09-00	\$1,033.55	\$1,033.54
14277	10	638-310-10-00	\$1,033.55	\$1,033.54
14277	11	638-310-11-00	\$1,033.55	\$1,033.54
14277	12	638-310-12-00	\$1,033.55	\$1,033.54
14277	13	638-310-13-00	\$1,033.55	\$1,033.54
14277	14	638-310-14-00	\$1,033.55	\$1,033.54
14277	15	638-310-15-00	\$1,033.55	\$1,033.54
14277	16	638-310-16-00	\$1,033.55	\$1,033.54
14277	17	638-310-17-00	\$1,033.55	\$1,033.54
14277	18	638-310-18-00	\$1,033.55	\$1,033.54
14277	19	638-310-19-00	\$1,033.55	\$1,033.54
14277	20	638-310-20-00	\$1,033.55	\$1,033.54
14277	23	638-310-23-00	\$1,033.55	\$1,033.54
14277	24	638-310-24-00	\$1,033.55	\$1,033.54
14277	25	638-310-25-00	\$1,033.55	\$1,033.54
14277	26	638-310-26-00	\$1,033.55	\$1,033.54
14277	27	638-310-27-00	\$1,033.55	\$1,033.54
14277	28	638-310-28-00	\$1,033.55	\$1,033.54
14277	29	638-310-29-00	\$1,033.55	\$1,033.54
14277	30	638-310-30-00	\$1,033.55	\$1,033.54
14277	31	638-310-31-00	\$1,033.55	\$1,033.54
14277	32	638-310-32-00	\$1,033.55	\$1,033.54
14277	33	638-310-33-00	\$1,033.55	\$1,033.54
14277	34	638-310-34-00	\$1,033.55	\$1,033.54
14277	35	638-310-35-00	\$1,033.55	\$1,033.54
14277	36	638-310-36-00	\$1,033.55	\$1,033.54
14277	37	638-310-37-00	\$1,033.55	\$1,033.54
14277	38	638-310-38-00	\$1,033.55	\$1,033.54
14277	39	638-310-39-00	\$1,122.67	\$1,122.66
14277	40	638-310-40-00	\$1,033.55	\$1,033.54

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14277	41	638-310-41-00	\$1,033.55	\$1,033.54
14277	42	638-310-42-00	\$1,033.55	\$1,033.54
14277	43	638-310-43-00	\$1,033.55	\$1,033.54
14277	A	638-310-44-00	\$0.00	\$0.00
14277	PAR 1	638-310-45-00	\$1,033.55	\$1,033.54
14277	PAR 2	638-310-46-00	\$1,033.55	\$1,033.54
14460	1	638-320-01-00	\$1,033.55	\$1,033.54
14460	2	638-320-02-00	\$1,033.55	\$1,033.54
14460	3	638-320-03-00	\$1,033.55	\$1,033.54
14460	4	638-320-04-00	\$1,033.55	\$1,033.54
14460	5	638-320-05-00	\$1,033.55	\$1,033.54
14460	6	638-320-06-00	\$1,033.55	\$1,033.54
14460	7	638-320-07-00	\$1,033.55	\$1,033.54
14460	8	638-320-08-00	\$1,033.55	\$1,033.54
14460	9	638-320-09-00	\$1,033.55	\$1,033.54
14460	10	638-320-10-00	\$1,033.55	\$1,033.54
14460	11	638-320-11-00	\$1,033.55	\$1,033.54
14460	12	638-320-12-00	\$1,033.55	\$1,033.54
14460	13	638-320-13-00	\$1,033.55	\$1,033.54
14460	14	638-320-14-00	\$1,033.55	\$1,033.54
14460	15	638-320-15-00	\$1,054.94	\$1,054.94
14460	16	638-320-16-00	\$1,054.94	\$1,054.94
14460	17	638-320-17-00	\$1,054.94	\$1,054.94
14460	18	638-320-18-00	\$1,054.94	\$1,054.94
14460	19	638-320-19-00	\$1,054.94	\$1,054.94
14460	20	638-320-20-00	\$1,054.94	\$1,054.94
14460	21	638-320-21-00	\$1,054.94	\$1,054.94
14460	22	638-320-22-00	\$1,054.94	\$1,054.94
14460	23	638-320-23-00	\$1,054.94	\$1,054.94
14460	24	638-320-24-00	\$1,054.94	\$1,054.94
14460	25	638-320-25-00	\$1,054.94	\$1,054.94
14460	26	638-320-26-00	\$1,054.94	\$1,054.94
14460	27	638-320-27-00	\$1,054.94	\$1,054.94
14460	28	638-320-28-00	\$1,054.94	\$1,054.94
14460	29	638-320-29-00	\$1,054.94	\$1,054.94
14460	30	638-320-30-00	\$1,054.94	\$1,054.94
14460	31	638-320-31-00	\$1,054.94	\$1,054.94
14460	82	638-320-32-00	\$1,054.94	\$1,054.94
14460	83	638-320-33-00	\$1,054.94	\$1,054.94
14460	84	638-320-34-00	\$1,054.94	\$1,054.94
14460	85	638-320-35-00	\$1,054.94	\$1,054.94
14460	86	638-320-36-00	\$1,054.94	\$1,054.94

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14460	87	638-320-37-00	\$1,054.94	\$1,054.94
14460	88	638-320-38-00	\$1,054.94	\$1,054.94
14460	A	638-320-39-00	\$0.00	\$0.00
14460	B	638-320-40-00	\$0.00	\$0.00
14460	C	638-320-41-00	\$0.00	\$0.00
14460	32	638-321-01-00	\$1,054.94	\$1,054.94
14460	33	638-321-02-00	\$1,054.94	\$1,054.94
14460	34	638-321-03-00	\$1,054.94	\$1,054.94
14460	35	638-321-04-00	\$1,054.94	\$1,054.94
14460	36	638-321-05-00	\$1,054.94	\$1,054.94
14460	37	638-321-06-00	\$1,054.94	\$1,054.94
14460	38	638-321-07-00	\$1,054.94	\$1,054.94
14460	39	638-321-08-00	\$1,054.94	\$1,054.94
14460	40	638-321-09-00	\$1,054.94	\$1,054.94
14460	41	638-321-10-00	\$1,054.94	\$1,054.94
14460	42	638-321-11-00	\$1,054.94	\$1,054.94
14460	43	638-321-12-00	\$1,054.94	\$1,054.94
14460	44	638-321-13-00	\$1,054.94	\$1,054.94
14460	45	638-321-14-00	\$1,054.94	\$1,054.94
14460	46	638-321-15-00	\$1,054.94	\$1,054.94
14460	47	638-321-16-00	\$1,054.94	\$1,054.94
14460	48	638-321-17-00	\$1,054.94	\$1,054.94
14460	49	638-321-18-00	\$1,054.94	\$1,054.94
14460	50	638-321-19-00	\$1,054.94	\$1,054.94
14460	51	638-321-20-00	\$1,054.94	\$1,054.94
14460	52	638-321-21-00	\$1,054.94	\$1,054.94
14460	53	638-321-22-00	\$1,054.94	\$1,054.94
14460	54	638-321-23-00	\$1,054.94	\$1,054.94
14460	55	638-321-24-00	\$1,054.94	\$1,054.94
14460	56	638-321-25-00	\$1,054.94	\$1,054.94
14460	57	638-321-26-00	\$1,054.94	\$1,054.94
14460	58	638-321-27-00	\$1,054.94	\$1,054.94
14460	59	638-321-28-00	\$1,054.94	\$1,054.94
14460	60	638-321-29-00	\$1,054.94	\$1,054.94
14460	61	638-321-30-00	\$1,054.94	\$1,054.94
14460	62	638-321-31-00	\$1,054.94	\$1,054.94
14460	63	638-321-32-00	\$1,054.94	\$1,054.94
14460	64	638-321-33-00	\$1,054.94	\$1,054.94
14460	65	638-321-34-00	\$1,054.94	\$1,054.94
14460	66	638-321-35-00	\$1,054.94	\$1,054.94
14460	67	638-321-36-00	\$1,054.94	\$1,054.94
14460	68	638-321-37-00	\$1,054.94	\$1,054.94

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14460	69	638-321-38-00	\$1,054.94	\$1,054.94
14460	70	638-321-39-00	\$1,054.94	\$1,054.94
14460	71	638-321-40-00	\$1,054.94	\$1,054.94
14460	72	638-321-41-00	\$1,054.94	\$1,054.94
14460	73	638-321-42-00	\$1,054.94	\$1,054.94
14460	74	638-321-43-00	\$1,054.94	\$1,054.94
14460	75	638-321-44-00	\$1,054.94	\$1,054.94
14460	76	638-321-45-00	\$1,054.94	\$1,054.94
14460	77	638-321-46-00	\$1,054.94	\$1,054.94
14460	78	638-321-47-00	\$1,054.94	\$1,054.94
14460	79	638-321-48-00	\$1,054.94	\$1,054.94
14460	80	638-321-49-00	\$1,054.94	\$1,054.94
14460	81	638-321-50-00	\$1,054.94	\$1,054.94
14460	D	638-321-51-00	\$0.00	\$0.00
14460	E	638-321-52-00	\$0.00	\$0.00
14775	A	645-042-01-00	\$0.00	\$0.00
14775	L	645-042-02-00	\$0.00	\$0.00
14775	M	645-042-03-00	\$0.00	\$0.00
14775	O	645-042-04-00	\$0.00	\$0.00
14775	P	645-042-05-00	\$0.00	\$0.00
14775	V	645-042-07-00	\$0.00	\$0.00
14775	X	645-042-08-00	\$0.00	\$0.00
14775	Y	645-042-09-00	\$0.00	\$0.00
14775	Z	645-042-10-00	\$0.00	\$0.00
14519	1	645-320-01-00	\$1,122.67	\$1,122.66
14519	2	645-320-02-00	\$1,122.67	\$1,122.66
14519	3	645-320-03-00	\$1,122.67	\$1,122.66
14519	4	645-320-04-00	\$1,122.67	\$1,122.66
14519	5	645-320-05-00	\$1,122.67	\$1,122.66
14519	6	645-320-06-00	\$1,122.67	\$1,122.66
14519	7	645-320-07-00	\$1,122.67	\$1,122.66
14519	8	645-320-08-00	\$1,122.67	\$1,122.66
14519	9	645-320-09-00	\$1,122.67	\$1,122.66
14519	10	645-320-10-00	\$1,122.67	\$1,122.66
14519	11	645-320-11-00	\$1,122.67	\$1,122.66
14519	12	645-320-12-00	\$1,122.67	\$1,122.66
14519	13	645-320-13-00	\$1,122.67	\$1,122.66
14519	14	645-320-14-00	\$1,122.67	\$1,122.66
14519	15	645-320-15-00	\$1,122.67	\$1,122.66
14519	16	645-320-16-00	\$1,122.67	\$1,122.66
14519	17	645-320-17-00	\$1,122.67	\$1,122.66
14519	18	645-320-18-00	\$1,122.67	\$1,122.66

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14519	19	645-320-19-00	\$1,122.67	\$1,122.66
14519	20	645-320-20-00	\$1,122.67	\$1,122.66
14519	21	645-320-21-00	\$1,122.67	\$1,122.66
14519	22	645-320-22-00	\$1,122.67	\$1,122.66
14519	23	645-320-23-00	\$1,122.67	\$1,122.66
14519	24	645-320-24-00	\$1,122.67	\$1,122.66
14519	25	645-320-25-00	\$1,122.67	\$1,122.66
14519	26	645-320-26-00	\$1,122.67	\$1,122.66
14519	27	645-320-27-00	\$1,054.94	\$1,054.94
14519	28	645-320-28-00	\$1,054.94	\$1,054.94
14519	29	645-320-29-00	\$1,054.94	\$1,054.94
14519	30	645-320-30-00	\$1,054.94	\$1,054.94
14519	31	645-320-31-00	\$1,054.94	\$1,054.94
14519	32	645-320-32-00	\$1,054.94	\$1,054.94
14519	33	645-320-33-00	\$1,054.94	\$1,054.94
14519	34	645-320-34-00	\$1,054.94	\$1,054.94
14519	35	645-320-35-00	\$1,054.94	\$1,054.94
14519	36	645-320-36-00	\$1,054.94	\$1,054.94
14519	37	645-320-37-00	\$1,054.94	\$1,054.94
14519	38	645-320-38-00	\$1,054.94	\$1,054.94
14519	39	645-320-39-00	\$1,054.94	\$1,054.94
14519	40	645-320-40-00	\$1,054.94	\$1,054.94
14519	41	645-320-41-00	\$1,054.94	\$1,054.94
14519	42	645-320-42-00	\$1,054.94	\$1,054.94
14519	43	645-320-43-00	\$1,054.94	\$1,054.94
14519	44	645-320-44-00	\$1,054.94	\$1,054.94
14519	45	645-320-45-00	\$1,054.94	\$1,054.94
14519	46	645-320-46-00	\$1,054.94	\$1,054.94
14519	47	645-320-47-00	\$1,054.94	\$1,054.94
14519	48	645-320-48-00	\$1,054.94	\$1,054.94
14519	49	645-320-49-00	\$1,054.94	\$1,054.94
14519	50	645-320-50-00	\$1,054.94	\$1,054.94
14519	51	645-320-51-00	\$1,054.94	\$1,054.94
14519	52	645-320-52-00	\$1,054.94	\$1,054.94
14519	53	645-320-53-00	\$1,054.94	\$1,054.94
14519	54	645-320-54-00	\$1,054.94	\$1,054.94
14519	55	645-320-55-00	\$1,054.94	\$1,054.94
14519	56	645-320-56-00	\$1,054.94	\$1,054.94
14519	57	645-320-57-00	\$1,054.94	\$1,054.94
14519	58	645-320-58-00	\$1,054.94	\$1,054.94
14519	59	645-320-59-00	\$1,054.94	\$1,054.94
14519	60	645-320-60-00	\$1,054.94	\$1,054.94

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14519	61	645-320-61-00	\$1,054.94	\$1,054.94
14519	62	645-320-62-00	\$1,122.67	\$1,122.66
14519	63	645-320-63-00	\$1,122.67	\$1,122.66
14519	64	645-320-64-00	\$1,122.67	\$1,122.66
14519	65	645-320-65-00	\$1,122.67	\$1,122.66
14519	66	645-320-66-00	\$1,122.67	\$1,122.66
14519	67	645-320-67-00	\$1,122.67	\$1,122.66
14519	68	645-320-68-00	\$1,122.67	\$1,122.66
14519	69	645-320-69-00	\$1,122.67	\$1,122.66
14519	70	645-320-70-00	\$1,122.67	\$1,122.66
14519	A	645-320-71-00	\$0.00	\$0.00
14519	B	645-320-72-00	\$0.00	\$0.00
14519	C	645-320-73-00	\$0.00	\$0.00
14671	1	645-330-01-00	\$1,122.67	\$1,122.66
14671	2	645-330-02-00	\$1,054.94	\$1,054.94
14671	3	645-330-03-00	\$1,054.94	\$1,054.94
14671	4	645-330-04-00	\$1,054.94	\$1,054.94
14671	5	645-330-05-00	\$1,054.94	\$1,054.94
14671	6	645-330-06-00	\$1,054.94	\$1,054.94
14671	7	645-330-07-00	\$1,054.94	\$1,054.94
14671	8	645-330-08-00	\$1,054.94	\$1,054.94
14671	9	645-330-09-00	\$1,054.94	\$1,054.94
14671	10	645-330-10-00	\$1,054.94	\$1,054.94
14671	11	645-330-11-00	\$1,054.94	\$1,054.94
14671	12	645-330-12-00	\$1,054.94	\$1,054.94
14671	13	645-330-13-00	\$1,054.94	\$1,054.94
14671	14	645-330-14-00	\$1,054.94	\$1,054.94
14671	15	645-330-15-00	\$1,054.94	\$1,054.94
14671	16	645-330-16-00	\$1,054.94	\$1,054.94
14671	17	645-330-17-00	\$1,054.94	\$1,054.94
14671	18	645-330-18-00	\$1,054.94	\$1,054.94
14671	19	645-330-19-00	\$1,054.94	\$1,054.94
14671	20	645-330-20-00	\$1,054.94	\$1,054.94
14671	21	645-330-21-00	\$1,054.94	\$1,054.94
14671	22	645-330-22-00	\$1,054.94	\$1,054.94
14671	23	645-330-23-00	\$1,054.94	\$1,054.94
14671	24	645-330-24-00	\$1,054.94	\$1,054.94
14671	25	645-330-25-00	\$1,054.94	\$1,054.94
14671	26	645-330-26-00	\$1,054.94	\$1,054.94
14671	27	645-330-27-00	\$1,054.94	\$1,054.94
14671	28	645-330-28-00	\$1,054.94	\$1,054.94
14671	29	645-330-29-00	\$1,054.94	\$1,054.94

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14671	30	645-330-30-00	\$1,054.94	\$1,054.94
14671	31	645-330-31-00	\$1,054.94	\$1,054.94
14671	32	645-330-32-00	\$1,054.94	\$1,054.94
14671	33	645-330-33-00	\$1,054.94	\$1,054.94
14671	34	645-330-34-00	\$1,054.94	\$1,054.94
14671	35	645-330-35-00	\$1,054.94	\$1,054.94
14671	36	645-330-36-00	\$1,054.94	\$1,054.94
14671	37	645-330-37-00	\$1,054.94	\$1,054.94
14671	38	645-330-38-00	\$1,054.94	\$1,054.94
14671	39	645-330-39-00	\$1,054.94	\$1,054.94
14671	40	645-330-40-00	\$1,054.94	\$1,054.94
14671	41	645-330-41-00	\$1,054.94	\$1,054.94
14671	42	645-330-42-00	\$1,054.94	\$1,054.94
14671	43	645-330-43-00	\$1,054.94	\$1,054.94
14671	44	645-330-44-00	\$1,054.94	\$1,054.94
14671	45	645-330-45-00	\$1,054.94	\$1,054.94
14671	46	645-330-46-00	\$1,054.94	\$1,054.94
14671	47	645-330-47-00	\$1,054.94	\$1,054.94
14671	48	645-330-48-00	\$1,054.94	\$1,054.94
14671	49	645-330-49-00	\$1,054.94	\$1,054.94
14671	50	645-330-50-00	\$1,054.94	\$1,054.94
14671	51	645-330-51-00	\$1,054.94	\$1,054.94
14671	52	645-330-52-00	\$1,054.94	\$1,054.94
14671	53	645-330-53-00	\$1,054.94	\$1,054.94
14671	54	645-330-54-00	\$1,054.94	\$1,054.94
14671	55	645-330-55-00	\$1,054.94	\$1,054.94
14671	56	645-330-56-00	\$1,054.94	\$1,054.94
14671	57	645-330-57-00	\$1,054.94	\$1,054.94
14671	58	645-330-58-00	\$1,054.94	\$1,054.94
14671	59	645-330-59-00	\$1,054.94	\$1,054.94
14671	A	645-330-60-00	\$0.00	\$0.00
14755	1	645-350-01-00	\$1,122.67	\$1,122.66
14755	2	645-350-02-00	\$1,122.67	\$1,122.66
14755	3	645-350-03-00	\$1,122.67	\$1,122.66
14755	4	645-350-04-00	\$1,122.67	\$1,122.66
14755	5	645-350-05-00	\$1,122.67	\$1,122.66
14755	6	645-350-06-00	\$1,122.67	\$1,122.66
14755	7	645-350-07-00	\$1,122.67	\$1,122.66
14755	8	645-350-08-00	\$1,122.67	\$1,122.66
14755	9	645-350-09-00	\$1,122.67	\$1,122.66
14755	10	645-350-10-00	\$1,122.67	\$1,122.66
14755	11	645-350-11-00	\$1,122.67	\$1,122.66

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14755	12	645-350-12-00	\$1,122.67	\$1,122.66
14755	13	645-350-13-00	\$1,122.67	\$1,122.66
14755	14	645-350-14-00	\$1,122.67	\$1,122.66
14755	15	645-350-15-00	\$1,122.67	\$1,122.66
14755	16	645-350-16-00	\$1,122.67	\$1,122.66
14755	17	645-350-17-00	\$1,122.67	\$1,122.66
14755	18	645-350-18-00	\$1,122.67	\$1,122.66
14755	19	645-350-19-00	\$1,122.67	\$1,122.66
14755	20	645-350-20-00	\$1,122.67	\$1,122.66
14755	21	645-350-21-00	\$1,122.67	\$1,122.66
14755	22	645-350-22-00	\$1,122.67	\$1,122.66
14755	23	645-350-23-00	\$1,122.67	\$1,122.66
14755	24	645-350-24-00	\$1,122.67	\$1,122.66
14755	25	645-350-25-00	\$1,122.67	\$1,122.66
14755	26	645-350-26-00	\$1,122.67	\$1,122.66
14755	27	645-350-27-00	\$1,122.67	\$1,122.66
14755	28	645-350-28-00	\$1,122.67	\$1,122.66
14755	29	645-350-29-00	\$1,122.67	\$1,122.66
14755	30	645-350-30-00	\$1,122.67	\$1,122.66
14755	31	645-350-31-00	\$1,122.67	\$1,122.66
14755	32	645-350-32-00	\$1,122.67	\$1,122.66
14755	33	645-350-33-00	\$1,122.67	\$1,122.66
14755	34	645-350-34-00	\$1,122.67	\$1,122.66
14755	35	645-350-35-00	\$1,122.67	\$1,122.66
14755	36	645-350-36-00	\$1,122.67	\$1,122.66
14755	37	645-350-37-00	\$1,122.67	\$1,122.66
14755	38	645-350-38-00	\$1,122.67	\$1,122.66
14755	39	645-350-39-00	\$1,122.67	\$1,122.66
14755	40	645-350-40-00	\$1,122.67	\$1,122.66
14755	41	645-350-41-00	\$1,122.67	\$1,122.66
14755	42	645-350-42-00	\$1,122.67	\$1,122.66
14755	43	645-350-43-00	\$1,122.67	\$1,122.66
14755	44	645-350-44-00	\$1,122.67	\$1,122.66
14755	45	645-350-45-00	\$1,122.67	\$1,122.66
14755	46	645-350-46-00	\$1,122.67	\$1,122.66
14755	47	645-350-47-00	\$1,122.67	\$1,122.66
14755	48	645-350-48-00	\$1,122.67	\$1,122.66
14755	49	645-350-49-00	\$1,122.67	\$1,122.66
14755	50	645-350-50-00	\$1,122.67	\$1,122.66
14755	51	645-350-51-00	\$1,122.67	\$1,122.66
14755	52	645-350-52-00	\$1,122.67	\$1,122.66
14755	53	645-350-53-00	\$1,122.67	\$1,122.66

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14755	54	645-350-54-00	\$1,122.67	\$1,122.66
14755	55	645-350-55-00	\$1,122.67	\$1,122.66
14755	56	645-350-56-00	\$1,122.67	\$1,122.66
14755	57	645-350-57-00	\$1,122.67	\$1,122.66
14755	58	645-350-58-00	\$1,122.67	\$1,122.66
14755	59	645-350-59-00	\$1,122.67	\$1,122.66
14755	60	645-350-60-00	\$1,122.67	\$1,122.66
14755	61	645-350-61-00	\$1,122.67	\$1,122.66
14755	62	645-350-62-00	\$1,122.67	\$1,122.66
14755	63	645-350-63-00	\$1,122.67	\$1,122.66
14755	64	645-350-64-00	\$1,122.67	\$1,122.66
14755	B	645-350-65-00	\$0.00	\$0.00
14755	C	645-350-66-00	\$0.00	\$0.00
14755	D	645-350-67-00	\$0.00	\$0.00
14755	E	645-350-68-00	\$0.00	\$0.00
14755	65	645-351-01-00	\$1,122.67	\$1,122.66
14755	66	645-351-02-00	\$1,122.67	\$1,122.66
14755	67	645-351-03-00	\$1,122.67	\$1,122.66
14755	68	645-351-04-00	\$1,122.67	\$1,122.66
14755	69	645-351-05-00	\$1,122.67	\$1,122.66
14755	70	645-351-06-00	\$1,122.67	\$1,122.66
14755	71	645-351-07-00	\$1,122.67	\$1,122.66
14755	72	645-351-08-00	\$1,122.67	\$1,122.66
14755	73	645-351-09-00	\$1,122.67	\$1,122.66
14755	74	645-351-10-00	\$1,122.67	\$1,122.66
14755	75	645-351-11-00	\$1,122.67	\$1,122.66
14755	76	645-351-12-00	\$1,122.67	\$1,122.66
14755	77	645-351-13-00	\$1,122.67	\$1,122.66
14755	78	645-351-14-00	\$1,122.67	\$1,122.66
14755	79	645-351-15-00	\$1,122.67	\$1,122.66
14755	80	645-351-16-00	\$1,122.67	\$1,122.66
14755	81	645-351-17-00	\$1,122.67	\$1,122.66
14755	82	645-351-18-00	\$1,122.67	\$1,122.66
14755	83	645-351-19-00	\$1,122.67	\$1,122.66
14755	84	645-351-20-00	\$1,122.67	\$1,122.66
14755	85	645-351-21-00	\$1,122.67	\$1,122.66
14755	86	645-351-22-00	\$1,122.67	\$1,122.66
14755	123	645-351-23-00	\$1,122.67	\$1,122.66
14755	124	645-351-24-00	\$1,122.67	\$1,122.66
14755	125	645-351-25-00	\$1,122.67	\$1,122.66
14755	126	645-351-26-00	\$1,122.67	\$1,122.66
14755	127	645-351-27-00	\$1,122.67	\$1,122.66

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14755	128	645-351-28-00	\$1,122.67	\$1,122.66
14755	129	645-351-29-00	\$1,122.67	\$1,122.66
14755	F	645-351-30-00	\$0.00	\$0.00
14755	G	645-351-31-00	\$0.00	\$0.00
14755	H	645-351-32-00	\$0.00	\$0.00
14755	I	645-351-33-00	\$0.00	\$0.00
14755	J	645-351-34-00	\$0.00	\$0.00
14755	Q	645-351-35-00	\$0.00	\$0.00
14755	R	645-351-36-00	\$0.00	\$0.00
14755	S	645-351-37-00	\$0.00	\$0.00
14755	W	645-351-38-00	\$0.00	\$0.00
14755	87	645-352-01-00	\$1,122.67	\$1,122.66
14755	88	645-352-02-00	\$1,122.67	\$1,122.66
14755	89	645-352-03-00	\$1,122.67	\$1,122.66
14755	90	645-352-04-00	\$1,122.67	\$1,122.66
14755	91	645-352-05-00	\$1,122.67	\$1,122.66
14755	92	645-352-06-00	\$1,122.67	\$1,122.66
14755	93	645-352-07-00	\$1,122.67	\$1,122.66
14755	94	645-352-08-00	\$1,122.67	\$1,122.66
14755	95	645-352-09-00	\$1,122.67	\$1,122.66
14755	96	645-352-10-00	\$1,122.67	\$1,122.66
14755	97	645-352-11-00	\$1,122.67	\$1,122.66
14755	98	645-352-12-00	\$1,122.67	\$1,122.66
14755	99	645-352-13-00	\$1,122.67	\$1,122.66
14755	100	645-352-14-00	\$1,122.67	\$1,122.66
14755	101	645-352-15-00	\$1,122.67	\$1,122.66
14755	102	645-352-16-00	\$1,122.67	\$1,122.66
14755	103	645-352-17-00	\$1,122.67	\$1,122.66
14755	104	645-352-18-00	\$1,122.67	\$1,122.66
14755	105	645-352-19-00	\$1,122.67	\$1,122.66
14755	106	645-352-20-00	\$1,122.67	\$1,122.66
14755	107	645-352-21-00	\$1,122.67	\$1,122.66
14755	108	645-352-22-00	\$1,122.67	\$1,122.66
14755	109	645-352-23-00	\$1,122.67	\$1,122.66
14755	110	645-352-24-00	\$1,122.67	\$1,122.66
14755	111	645-352-25-00	\$1,122.67	\$1,122.66
14755	112	645-352-26-00	\$1,122.67	\$1,122.66
14755	113	645-352-27-00	\$1,122.67	\$1,122.66
14755	114	645-352-28-00	\$1,122.67	\$1,122.66
14755	115	645-352-29-00	\$1,122.67	\$1,122.66
14755	116	645-352-30-00	\$1,122.67	\$1,122.66
14755	117	645-352-31-00	\$1,122.67	\$1,122.66

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2021/2022 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14755	118	645-352-32-00	\$1,122.67	\$1,122.66
14755	119	645-352-33-00	\$1,122.67	\$1,122.66
14755	120	645-352-34-00	\$1,122.67	\$1,122.66
14755	121	645-352-35-00	\$1,122.67	\$1,122.66
14755	122	645-352-36-00	\$1,122.67	\$1,122.66
14755	130	645-352-37-00	\$1,122.67	\$1,122.66
14755	131	645-352-38-00	\$1,122.67	\$1,122.66
14755	132	645-352-39-00	\$1,122.67	\$1,122.66
14755	133	645-352-40-00	\$1,122.67	\$1,122.66
14755	134	645-352-41-00	\$1,122.67	\$1,122.66
14755	135	645-352-42-00	\$1,122.67	\$1,122.66
14755	136	645-352-43-00	\$1,122.67	\$1,122.66
14755	137	645-352-44-00	\$1,122.67	\$1,122.66
14755	138	645-352-45-00	\$1,122.67	\$1,122.66
14755	139	645-352-46-00	\$1,122.67	\$1,122.66
14755	140	645-352-47-00	\$1,122.67	\$1,122.66
14755	141	645-352-48-00	\$1,122.67	\$1,122.66
14755	142	645-352-49-00	\$1,122.67	\$1,122.66
14755	143	645-352-50-00	\$1,122.67	\$1,122.66
14755	144	645-352-51-00	\$1,122.67	\$1,122.66
14755	145	645-352-52-00	\$1,122.67	\$1,122.66
14755	146	645-352-53-00	\$1,122.67	\$1,122.66
14755	147	645-352-54-00	\$0.00	\$0.00
14755	K	645-352-55-00	\$0.00	\$0.00
14755	N	645-352-56-00	\$0.00	\$0.00
14755	T	645-352-57-00	\$0.00	\$0.00
14843	A	645-360-02-00	\$0.00	\$0.00
18483	E	645-360-03-00	\$0.00	\$0.00
14843	1	645-360-04-01	\$1,122.67	\$1,122.66
14843	1	645-360-04-02	\$1,122.67	\$1,122.66
14843	1	645-360-04-03	\$1,122.67	\$1,122.66
14843	1	645-360-04-04	\$1,122.67	\$1,122.66
14843	1	645-360-04-05	\$1,122.67	\$1,122.66
14843	1	645-360-04-06	\$1,122.67	\$1,122.66
14843	1	645-360-04-07	\$1,122.67	\$1,122.66
14843	1	645-360-04-08	\$1,122.67	\$1,122.66
14843	1	645-360-04-09	\$1,122.67	\$1,122.66
14843	1	645-360-04-10	\$1,122.67	\$1,122.66
14843	1	645-360-05-01	\$1,122.67	\$1,122.66
14843	1	645-360-05-02	\$1,122.67	\$1,122.66
14843	1	645-360-05-03	\$1,122.67	\$1,122.66
14843	1	645-360-05-04	\$1,122.67	\$1,122.66

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2021/2022 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-360-05-05	\$1,122.67	\$1,122.66
14843	1	645-360-05-06	\$1,122.67	\$1,122.66
14843	1	645-360-05-07	\$1,122.67	\$1,122.66
14843	1	645-360-05-08	\$1,122.67	\$1,122.66
14843	1	645-360-05-09	\$1,122.67	\$1,122.66
14843	1	645-360-05-10	\$1,122.67	\$1,122.66
14843	1	645-360-05-11	\$1,122.67	\$1,122.66
14843	1	645-360-05-12	\$1,122.67	\$1,122.66
14843	1	645-360-05-13	\$1,122.67	\$1,122.66
14843	1	645-360-05-14	\$1,122.67	\$1,122.66
14843	1	645-360-05-15	\$1,122.67	\$1,122.66
14843	1	645-360-05-16	\$1,122.67	\$1,122.66
14843	1	645-360-05-17	\$1,122.67	\$1,122.66
14843	1	645-360-05-18	\$1,122.67	\$1,122.66
14843	1	645-360-05-19	\$1,122.67	\$1,122.66
14843	1	645-360-05-20	\$1,122.67	\$1,122.66
14843	1	645-360-05-21	\$1,122.67	\$1,122.66
14843	1	645-360-05-22	\$1,122.67	\$1,122.66
14843	1	645-360-05-23	\$1,122.67	\$1,122.66
14843	1	645-360-05-24	\$1,122.67	\$1,122.66
14843	1	645-360-05-25	\$1,122.67	\$1,122.66
14843	1	645-360-06-01	\$1,122.67	\$1,122.66
14843	1	645-360-06-02	\$1,122.67	\$1,122.66
14843	1	645-360-06-03	\$1,122.67	\$1,122.66
14843	1	645-360-06-04	\$1,122.67	\$1,122.66
14843	1	645-360-06-05	\$1,122.67	\$1,122.66
14843	1	645-360-06-06	\$1,122.67	\$1,122.66
14843	1	645-360-06-07	\$1,122.67	\$1,122.66
14843	1	645-360-06-08	\$1,122.67	\$1,122.66
14843	1	645-360-06-09	\$1,122.67	\$1,122.66
14843	1	645-360-06-10	\$1,122.67	\$1,122.66
14843	1	645-360-06-11	\$1,122.67	\$1,122.66
14843	1	645-360-06-12	\$1,122.67	\$1,122.66
14843	1	645-360-06-13	\$1,122.67	\$1,122.66
14843	1	645-360-06-14	\$1,122.67	\$1,122.66
14843	1	645-360-06-15	\$1,122.67	\$1,122.66
14843	1	645-360-07-01	\$1,122.67	\$1,122.66
14843	1	645-360-07-02	\$1,122.67	\$1,122.66
14843	1	645-360-07-03	\$1,122.67	\$1,122.66
14843	1	645-360-07-04	\$1,122.67	\$1,122.66
14843	1	645-360-07-05	\$1,122.67	\$1,122.66
14843	1	645-360-07-06	\$1,122.67	\$1,122.66

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Community Facilities District No. 2
Fiscal Year 2021/2022 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-360-07-07	\$1,122.67	\$1,122.66
14843	1	645-360-07-08	\$1,122.67	\$1,122.66
14843	1	645-360-07-09	\$1,122.67	\$1,122.66
14843	1	645-360-07-10	\$1,122.67	\$1,122.66
14843	NA	645-360-08-00	\$0.00	\$0.00
14843	B	645-361-02-00	\$0.00	\$0.00
14843	C	645-361-03-00	\$0.00	\$0.00
14843	D	645-361-04-00	\$0.00	\$0.00
14843	1	645-361-05-01	\$1,122.67	\$1,122.66
14843	1	645-361-05-02	\$1,122.67	\$1,122.66
14843	1	645-361-05-03	\$1,122.67	\$1,122.66
14843	1	645-361-05-04	\$1,122.67	\$1,122.66
14843	1	645-361-05-05	\$1,122.67	\$1,122.66
14843	1	645-361-05-06	\$1,122.67	\$1,122.66
14843	1	645-361-05-07	\$1,122.67	\$1,122.66
14843	1	645-361-05-08	\$1,122.67	\$1,122.66
14843	1	645-361-05-09	\$1,122.67	\$1,122.66
14843	1	645-361-05-10	\$1,122.67	\$1,122.66
14843	1	645-361-05-11	\$1,122.67	\$1,122.66
14843	1	645-361-05-12	\$1,122.67	\$1,122.66
14843	1	645-361-05-13	\$1,122.67	\$1,122.66
14843	1	645-361-05-14	\$1,122.67	\$1,122.66
14843	1	645-361-05-15	\$1,122.67	\$1,122.66
14843	1	645-361-05-16	\$1,122.67	\$1,122.66
14843	1	645-361-05-17	\$1,122.67	\$1,122.66
14843	1	645-361-05-18	\$1,122.67	\$1,122.66
14843	1	645-361-05-19	\$1,122.67	\$1,122.66
14843	1	645-361-05-20	\$1,122.67	\$1,122.66
14843	1	645-361-05-21	\$1,122.67	\$1,122.66
14843	1	645-361-05-22	\$1,122.67	\$1,122.66
14843	1	645-361-05-23	\$1,122.67	\$1,122.66
14843	1	645-361-05-24	\$1,122.67	\$1,122.66
14843	1	645-361-05-25	\$1,122.67	\$1,122.66
14843	1	645-361-05-26	\$1,122.67	\$1,122.66
14843	1	645-361-05-27	\$1,122.67	\$1,122.66
14843	1	645-361-05-28	\$1,122.67	\$1,122.66
14843	1	645-361-05-29	\$1,122.67	\$1,122.66
14843	1	645-361-05-30	\$1,122.67	\$1,122.66
14843	1	645-361-06-01	\$1,122.67	\$1,122.66
14843	1	645-361-06-02	\$1,122.67	\$1,122.66
14843	1	645-361-06-03	\$1,122.67	\$1,122.66
14843	1	645-361-06-04	\$1,122.67	\$1,122.66

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2021/2022 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-361-06-05	\$1,122.67	\$1,122.66
14843	1	645-361-06-06	\$1,122.67	\$1,122.66
14843	1	645-361-06-07	\$1,122.67	\$1,122.66
14843	1	645-361-06-08	\$1,122.67	\$1,122.66
14843	1	645-361-06-09	\$1,122.67	\$1,122.66
14843	1	645-361-06-10	\$1,122.67	\$1,122.66
14843	1	645-361-06-11	\$1,122.67	\$1,122.66
14843	1	645-361-06-12	\$1,122.67	\$1,122.66
14843	1	645-361-06-13	\$1,122.67	\$1,122.66
14843	1	645-361-06-14	\$1,122.67	\$1,122.66
14843	1	645-361-06-15	\$1,122.67	\$1,122.66
14843	1	645-361-06-16	\$1,122.67	\$1,122.66
14843	1	645-361-06-17	\$1,122.67	\$1,122.66
14843	1	645-361-06-18	\$1,122.67	\$1,122.66
14843	1	645-361-06-19	\$1,122.67	\$1,122.66
14843	1	645-361-06-20	\$1,122.67	\$1,122.66
14843	1	645-361-07-01	\$1,122.67	\$1,122.66
14843	1	645-361-07-02	\$1,122.67	\$1,122.66
14843	1	645-361-07-03	\$1,122.67	\$1,122.66
14843	1	645-361-07-04	\$1,122.67	\$1,122.66
14843	1	645-361-07-05	\$1,122.67	\$1,122.66
14843	1	645-361-07-06	\$1,122.67	\$1,122.66
14843	1	645-361-07-07	\$1,122.67	\$1,122.66
14843	1	645-361-07-08	\$1,122.67	\$1,122.66
14843	1	645-361-07-09	\$1,122.67	\$1,122.66
14843	1	645-361-07-10	\$1,122.67	\$1,122.66
14843	1	645-361-07-11	\$1,122.67	\$1,122.66
14843	1	645-361-07-12	\$1,122.67	\$1,122.66
14843	1	645-361-07-13	\$1,122.67	\$1,122.66
14843	1	645-361-07-14	\$1,122.67	\$1,122.66
14843	1	645-361-07-15	\$1,122.67	\$1,122.66
14843	1	645-361-07-16	\$1,122.67	\$1,122.66
14843	1	645-361-07-17	\$1,122.67	\$1,122.66
14843	1	645-361-07-18	\$1,122.67	\$1,122.66
14843	1	645-361-07-19	\$1,122.67	\$1,122.66
14843	1	645-361-07-20	\$1,122.67	\$1,122.66
14843	1	645-361-07-21	\$1,122.67	\$1,122.66
14843	1	645-361-07-22	\$1,122.67	\$1,122.66
14843	1	645-361-07-23	\$1,122.67	\$1,122.66
14843	1	645-361-07-24	\$1,122.67	\$1,122.66
14843	1	645-361-07-25	\$1,122.67	\$1,122.66
14843	1	645-361-08-01	\$1,122.67	\$1,122.66

San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2021/2022 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-361-08-02	\$1,122.67	\$1,122.66
14843	1	645-361-08-03	\$1,122.67	\$1,122.66
14843	1	645-361-08-04	\$1,122.67	\$1,122.66
14843	1	645-361-08-05	\$1,122.67	\$1,122.66
14843	1	645-361-08-06	\$1,122.67	\$1,122.66
14843	1	645-361-08-07	\$1,122.67	\$1,122.66
14843	1	645-361-08-08	\$1,122.67	\$1,122.66
14843	1	645-361-08-09	\$1,122.67	\$1,122.66
14843	1	645-361-08-10	\$1,122.67	\$1,122.66
14843	1	645-361-08-11	\$1,122.67	\$1,122.66
14843	1	645-361-08-12	\$1,122.67	\$1,122.66
14843	1	645-361-08-13	\$1,122.67	\$1,122.66
14843	1	645-361-08-14	\$1,122.67	\$1,122.66
14843	1	645-361-08-15	\$1,122.67	\$1,122.66
14843	1	645-361-08-16	\$1,122.67	\$1,122.66
14843	1	645-361-08-17	\$1,122.67	\$1,122.66
14843	1	645-361-08-18	\$1,122.67	\$1,122.66
14843	1	645-361-08-19	\$1,122.67	\$1,122.66
14843	1	645-361-08-20	\$1,122.67	\$1,122.66
14843	1	645-361-08-21	\$1,122.67	\$1,122.66
14843	1	645-361-08-22	\$1,122.67	\$1,122.66
14843	1	645-361-08-23	\$1,122.67	\$1,122.66
14843	1	645-361-08-24	\$1,122.67	\$1,122.66
14843	1	645-361-08-25	\$1,122.67	\$1,122.66
14843	1	645-361-08-26	\$1,122.67	\$1,122.66
14843	1	645-361-08-27	\$1,122.67	\$1,122.66
14843	1	645-361-08-28	\$1,122.67	\$1,122.66
14843	1	645-361-08-29	\$1,122.67	\$1,122.66
14843	1	645-361-08-30	\$1,122.67	\$1,122.66
14843	1	645-361-09-01	\$1,122.67	\$1,122.66
14843	1	645-361-09-02	\$1,122.67	\$1,122.66
14843	1	645-361-09-03	\$1,122.67	\$1,122.66
14843	1	645-361-09-04	\$1,122.67	\$1,122.66
14843	1	645-361-09-05	\$1,122.67	\$1,122.66
14843	1	645-361-09-06	\$1,122.67	\$1,122.66
14843	1	645-361-09-07	\$1,122.67	\$1,122.66
14843	1	645-361-09-08	\$1,122.67	\$1,122.66
14843	1	645-361-09-09	\$1,122.67	\$1,122.66
14843	1	645-361-09-10	\$1,122.67	\$1,122.66
14843	1	645-361-09-11	\$1,122.67	\$1,122.66
14843	1	645-361-09-12	\$1,122.67	\$1,122.66
14843	1	645-361-09-13	\$1,122.67	\$1,122.66

**San Ysidro School District
Community Facilities District No. 2
Fiscal Year 2021/2022 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14843	1	645-361-09-14	\$1,122.67	\$1,122.66
14843	1	645-361-09-15	\$1,122.67	\$1,122.66
14843	NA	645-361-10-00	\$0.00	\$0.00
14843	NA	645-361-11-00	\$0.00	\$0.00

Total Parcels	928
Total Taxable Parcels	877
Total Maximum Annual Special Tax	\$947,323.25
Total Assigned Special Tax	\$947,316.46

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2021/2022 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
0	NA	645-040-55-00	\$0.00	\$0.00
0	NA	645-040-57-00	\$40,242.47	\$0.00
0	NA	645-040-65-00	\$0.00	\$0.00
0	NA	645-040-67-00	\$0.00	\$0.00
0	NA	645-040-72-00	\$46,550.07	\$0.00
16109	1	645-040-73-00	\$213,314.16	\$188,445.74
16109	2	645-040-74-01	\$1,218.04	\$1,043.32
16109	2	645-040-74-02	\$1,123.79	\$949.06
16109	2	645-040-74-03	\$1,123.79	\$949.06
16109	2	645-040-74-04	\$1,129.21	\$1,043.32
16109	2	645-040-74-05	\$1,123.79	\$949.06
16109	2	645-040-74-06	\$1,123.79	\$949.06
16109	2	645-040-74-07	\$1,123.79	\$949.06
16109	2	645-040-74-08	\$1,123.79	\$949.06
16109	2	645-040-74-09	\$1,129.21	\$1,043.32
16109	2	645-040-74-10	\$1,123.79	\$949.06
16109	2	645-040-74-11	\$1,123.79	\$949.06
16109	2	645-040-74-12	\$1,123.79	\$949.06
16109	2	645-040-74-13	\$1,123.79	\$949.06
16109	2	645-040-74-14	\$1,123.79	\$949.06
16109	2	645-040-74-15	\$1,123.79	\$949.06
16109	2	645-040-74-16	\$1,129.21	\$1,043.32
16109	2	645-040-74-17	\$1,123.79	\$949.06
16109	2	645-040-74-18	\$1,123.79	\$949.06
16109	2	645-040-74-19	\$1,123.79	\$949.06
16109	2	645-040-74-20	\$1,123.79	\$949.06
16109	2	645-040-74-21	\$1,129.21	\$1,043.32
16109	2	645-040-74-22	\$1,123.79	\$949.06
16109	2	645-040-74-23	\$1,123.79	\$949.06
16109	2	645-040-74-24	\$1,123.79	\$949.06
16109	2	645-040-74-25	\$777.79	\$764.82
16109	2	645-040-74-26	\$777.79	\$764.82
16109	2	645-040-74-27	\$1,123.79	\$949.06
16109	2	645-040-74-28	\$1,123.79	\$949.06
16109	2	645-040-74-29	\$1,123.79	\$949.06
16109	2	645-040-74-30	\$1,123.79	\$949.06
16109	2	645-040-74-31	\$1,129.21	\$1,043.32
16109	2	645-040-74-32	\$1,129.21	\$1,043.32
16109	2	645-040-74-33	\$1,123.79	\$949.06
16109	2	645-040-74-34	\$1,123.79	\$949.06
16109	2	645-040-74-35	\$1,123.79	\$949.06
16109	2	645-040-74-36	\$777.79	\$764.82

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2021/2022 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-74-37	\$777.79	\$764.82
16109	2	645-040-74-38	\$1,123.79	\$949.06
16109	2	645-040-74-39	\$1,123.79	\$949.06
16109	2	645-040-74-40	\$1,123.79	\$949.06
16109	2	645-040-74-41	\$1,129.21	\$1,043.32
16109	2	645-040-74-42	\$1,123.79	\$949.06
16109	2	645-040-74-43	\$1,123.79	\$949.06
16109	2	645-040-74-44	\$1,123.79	\$949.06
16109	2	645-040-74-45	\$1,123.79	\$949.06
16109	2	645-040-74-46	\$1,129.21	\$1,043.32
16109	2	645-040-74-47	\$1,123.79	\$949.06
16109	2	645-040-74-48	\$1,123.79	\$949.06
16109	2	645-040-74-49	\$1,123.79	\$949.06
16109	2	645-040-74-50	\$777.79	\$764.82
16109	2	645-040-74-51	\$777.79	\$764.82
16109	2	645-040-74-52	\$1,123.79	\$949.06
16109	2	645-040-74-53	\$1,123.79	\$949.06
16109	2	645-040-74-54	\$1,123.79	\$949.06
16109	2	645-040-74-55	\$1,123.79	\$949.06
16109	2	645-040-74-56	\$1,129.21	\$1,043.32
16109	2	645-040-74-57	\$777.79	\$764.82
16109	2	645-040-74-58	\$777.79	\$764.82
16109	2	645-040-74-59	\$1,123.79	\$949.06
16109	2	645-040-74-60	\$1,123.79	\$949.06
16109	2	645-040-74-61	\$1,123.79	\$949.06
16109	2	645-040-74-62	\$1,129.21	\$1,043.32
16109	2	645-040-74-63	\$1,129.21	\$1,043.32
16109	2	645-040-74-64	\$1,123.79	\$949.06
16109	2	645-040-74-65	\$1,123.79	\$949.06
16109	2	645-040-74-66	\$1,123.79	\$949.06
16109	2	645-040-74-67	\$777.79	\$764.82
16109	2	645-040-74-68	\$777.79	\$764.82
0	3	645-040-75-00	\$0.00	\$0.00
0	0	645-040-76-00	\$26,618.06	\$0.00
16109	2	645-040-77-01	\$777.79	\$764.82
16109	2	645-040-77-02	\$777.79	\$764.82
16109	2	645-040-77-03	\$1,123.79	\$949.06
16109	2	645-040-77-04	\$1,123.79	\$949.06
16109	2	645-040-77-05	\$1,123.79	\$949.06
16109	2	645-040-77-06	\$1,129.21	\$1,043.32
16109	2	645-040-77-07	\$1,129.21	\$1,043.32
16109	2	645-040-77-08	\$1,123.79	\$949.06

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-77-09	\$1,123.79	\$949.06
16109	2	645-040-77-10	\$777.79	\$764.82
16109	2	645-040-77-11	\$777.79	\$764.82
16109	2	645-040-77-12	\$777.79	\$764.82
16109	2	645-040-77-13	\$777.79	\$764.82
16109	2	645-040-77-14	\$1,123.79	\$949.06
16109	2	645-040-77-15	\$1,123.79	\$949.06
16109	2	645-040-77-16	\$1,123.79	\$949.06
16109	2	645-040-77-17	\$1,129.21	\$1,043.32
16109	2	645-040-77-18	\$777.79	\$764.82
16109	2	645-040-77-19	\$777.79	\$764.82
16109	2	645-040-77-20	\$1,123.79	\$949.06
16109	2	645-040-77-21	\$1,123.79	\$949.06
16109	2	645-040-77-22	\$1,123.79	\$949.06
16109	2	645-040-77-23	\$1,123.79	\$949.06
16109	2	645-040-77-24	\$1,129.21	\$1,043.32
16109	2	645-040-77-25	\$1,129.21	\$1,043.32
16109	2	645-040-77-26	\$1,123.79	\$949.06
16109	2	645-040-77-27	\$1,123.79	\$949.06
16109	2	645-040-77-28	\$1,123.79	\$949.06
16109	2	645-040-77-29	\$1,123.79	\$949.06
16109	2	645-040-77-30	\$777.79	\$764.82
16109	2	645-040-77-31	\$777.79	\$764.82
16109	2	645-040-77-32	\$1,123.79	\$949.06
16109	2	645-040-77-33	\$1,123.79	\$949.06
16109	2	645-040-77-34	\$1,123.79	\$949.06
16109	2	645-040-77-35	\$1,129.21	\$1,043.32
16109	2	645-040-77-36	\$1,123.79	\$949.06
16109	2	645-040-77-37	\$1,123.79	\$949.06
16109	2	645-040-77-38	\$1,123.79	\$949.06
16109	2	645-040-77-39	\$1,123.79	\$949.06
16109	2	645-040-77-40	\$1,129.21	\$1,043.32
16109	2	645-040-77-41	\$1,123.79	\$949.06
16109	2	645-040-77-42	\$1,123.79	\$949.06
16109	2	645-040-77-43	\$1,123.79	\$949.06
16109	2	645-040-77-44	\$1,143.08	\$965.36
16109	2	645-040-77-45	\$1,143.08	\$965.36
16109	2	645-040-77-46	\$1,143.08	\$965.36
16109	2	645-040-77-47	\$1,148.59	\$1,061.22
16109	2	645-040-77-48	\$1,143.08	\$965.36
16109	2	645-040-77-49	\$1,143.08	\$965.36
16109	2	645-040-77-50	\$1,143.08	\$965.36

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-77-51	\$1,143.08	\$965.36
16109	2	645-040-77-52	\$1,148.59	\$1,061.22
16109	2	645-040-77-53	\$1,143.08	\$965.36
16109	2	645-040-77-54	\$1,143.08	\$965.36
16109	2	645-040-77-55	\$1,143.08	\$965.36
16109	2	645-040-77-56	\$1,143.08	\$965.36
16109	2	645-040-77-57	\$1,143.08	\$965.36
16109	2	645-040-77-58	\$1,143.08	\$965.36
16109	2	645-040-77-59	\$1,148.59	\$1,061.22
16109	2	645-040-77-60	\$1,143.08	\$965.36
16109	2	645-040-77-61	\$1,143.08	\$965.36
16109	2	645-040-77-62	\$1,143.08	\$965.36
16109	2	645-040-77-63	\$1,143.08	\$965.36
16109	2	645-040-77-64	\$1,148.59	\$1,061.22
16109	2	645-040-77-65	\$1,143.08	\$965.36
16109	2	645-040-77-66	\$1,143.08	\$965.36
16109	2	645-040-77-67	\$1,143.08	\$965.36
16109	2	645-040-77-68	\$1,143.08	\$965.36
16109	2	645-040-77-69	\$1,143.08	\$965.36
16109	2	645-040-77-70	\$1,143.08	\$965.36
16109	2	645-040-77-71	\$1,148.59	\$1,061.22
16109	2	645-040-77-72	\$1,143.08	\$965.36
16109	2	645-040-77-73	\$1,143.08	\$965.36
16109	2	645-040-77-74	\$1,143.08	\$965.36
16109	2	645-040-77-75	\$1,143.08	\$965.36
16109	2	645-040-77-76	\$1,148.59	\$1,061.22
16109	2	645-040-77-77	\$1,143.08	\$965.36
16109	2	645-040-77-78	\$1,143.08	\$965.36
16109	2	645-040-77-79	\$1,143.08	\$965.36
16109	2	645-040-77-80	\$1,143.08	\$965.36
16109	2	645-040-77-81	\$1,143.08	\$965.36
16109	2	645-040-77-82	\$1,143.08	\$965.36
16109	2	645-040-77-83	\$1,148.59	\$1,061.22
16109	2	645-040-77-84	\$1,143.08	\$965.36
16109	2	645-040-77-85	\$1,143.08	\$965.36
16109	2	645-040-77-86	\$1,143.08	\$965.36
16109	2	645-040-77-87	\$1,143.08	\$965.36
16109	2	645-040-77-88	\$1,148.59	\$1,061.22
16109	2	645-040-77-89	\$1,143.08	\$965.36
16109	2	645-040-77-90	\$1,143.08	\$965.36
16109	2	645-040-77-91	\$1,143.08	\$965.36
16109	2	645-040-78-01	\$791.13	\$777.94

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-78-02	\$791.13	\$777.94
16109	2	645-040-78-03	\$1,143.08	\$965.36
16109	2	645-040-78-04	\$1,143.08	\$965.36
16109	2	645-040-78-05	\$1,143.08	\$965.36
16109	2	645-040-78-06	\$1,148.59	\$1,061.22
16109	2	645-040-78-07	\$1,148.59	\$1,061.22
16109	2	645-040-78-08	\$1,143.08	\$965.36
16109	2	645-040-78-09	\$1,143.08	\$965.36
16109	2	645-040-78-10	\$1,143.08	\$965.36
16109	2	645-040-78-11	\$791.13	\$777.94
16109	2	645-040-78-12	\$791.13	\$777.94
16109	2	645-040-78-13	\$791.13	\$777.94
16109	2	645-040-78-14	\$791.13	\$777.94
16109	2	645-040-78-15	\$1,143.08	\$965.36
16109	2	645-040-78-16	\$1,143.08	\$965.36
16109	2	645-040-78-17	\$1,143.08	\$965.36
16109	2	645-040-78-18	\$1,143.08	\$965.36
16109	2	645-040-78-19	\$1,148.59	\$1,061.22
16109	2	645-040-78-20	\$1,148.59	\$1,061.22
16109	2	645-040-78-21	\$1,143.08	\$965.36
16109	2	645-040-78-22	\$1,143.08	\$965.36
16109	2	645-040-78-23	\$1,143.08	\$965.36
16109	2	645-040-78-24	\$1,143.08	\$965.36
16109	2	645-040-78-25	\$791.13	\$777.94
16109	2	645-040-78-26	\$791.13	\$777.94
16109	2	645-040-78-27	\$791.13	\$777.94
16109	2	645-040-78-28	\$791.13	\$777.94
16109	2	645-040-78-29	\$1,143.08	\$965.36
16109	2	645-040-78-30	\$1,143.08	\$965.36
16109	2	645-040-78-31	\$1,143.08	\$965.36
16109	2	645-040-78-32	\$1,143.08	\$965.36
16109	2	645-040-78-33	\$1,148.59	\$1,061.22
16109	2	645-040-78-34	\$791.13	\$777.94
16109	2	645-040-78-35	\$791.13	\$777.94
16109	2	645-040-78-36	\$1,143.08	\$965.36
16109	2	645-040-78-37	\$1,143.08	\$965.36
16109	2	645-040-78-38	\$1,148.59	\$1,061.22
16109	2	645-040-78-39	\$1,148.59	\$1,061.22
16109	2	645-040-78-40	\$1,143.08	\$965.36
16109	2	645-040-78-41	\$1,143.08	\$965.36
16109	2	645-040-78-42	\$791.13	\$777.94
16109	2	645-040-78-43	\$791.13	\$777.94

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-78-44	\$791.13	\$777.94
16109	2	645-040-78-45	\$791.13	\$777.94
16109	2	645-040-78-46	\$1,143.08	\$965.36
16109	2	645-040-78-47	\$1,143.08	\$965.36
16109	2	645-040-78-48	\$1,148.59	\$1,061.22
16109	2	645-040-78-49	\$791.13	\$777.94
16109	2	645-040-78-50	\$791.13	\$777.94
16109	2	645-040-78-51	\$1,143.08	\$965.36
16109	2	645-040-78-52	\$1,143.08	\$965.36
16109	2	645-040-78-53	\$1,148.59	\$1,061.22
16109	2	645-040-78-54	\$1,148.59	\$1,061.22
16109	2	645-040-78-55	\$1,143.08	\$965.36
16109	2	645-040-78-56	\$1,143.08	\$965.36
16109	2	645-040-78-57	\$791.13	\$777.94
16109	2	645-040-78-58	\$791.13	\$777.94
16109	2	645-040-79-01	\$968.06	\$968.04
16109	2	645-040-79-02	\$1,022.87	\$1,022.86
16109	2	645-040-79-03	\$1,022.87	\$1,022.86
16109	2	645-040-79-04	\$968.06	\$968.04
16109	2	645-040-79-05	\$968.06	\$968.04
16109	2	645-040-79-06	\$1,022.87	\$1,022.86
16109	2	645-040-79-07	\$1,022.87	\$1,022.86
16109	2	645-040-79-08	\$968.06	\$968.04
16109	2	645-040-79-09	\$1,148.59	\$1,061.22
16109	2	645-040-79-10	\$836.79	\$836.78
16109	2	645-040-79-11	\$0.00	\$0.00
16109	2	645-040-79-12	\$836.79	\$836.78
16109	2	645-040-79-13	\$1,148.59	\$1,061.22
16109	2	645-040-79-14	\$1,148.59	\$1,061.22
16109	2	645-040-79-15	\$836.79	\$836.78
16109	2	645-040-79-16	\$791.13	\$777.94
16109	2	645-040-79-17	\$836.79	\$836.78
16109	2	645-040-79-18	\$1,148.59	\$1,061.22
16109	2	645-040-79-19	\$1,148.59	\$1,061.22
16109	2	645-040-79-20	\$836.79	\$836.78
16109	2	645-040-79-21	\$791.13	\$777.94
16109	2	645-040-79-22	\$836.79	\$836.78
16109	2	645-040-79-23	\$1,148.59	\$1,061.22
16109	2	645-040-79-24	\$1,148.59	\$1,061.22
16109	2	645-040-79-25	\$836.79	\$836.78
16109	2	645-040-79-26	\$791.13	\$777.94
16109	2	645-040-79-27	\$836.79	\$836.78

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-79-28	\$1,148.59	\$1,061.22
16109	2	645-040-79-29	\$1,114.08	\$1,114.06
16109	2	645-040-79-30	\$968.06	\$968.04
16109	2	645-040-79-31	\$1,022.87	\$1,022.86
16109	2	645-040-79-32	\$1,022.87	\$1,022.86
16109	2	645-040-79-33	\$1,114.08	\$1,114.06
16109	2	645-040-79-34	\$1,114.08	\$1,114.06
16109	2	645-040-79-35	\$968.06	\$968.04
16109	2	645-040-79-36	\$1,002.81	\$1,002.80
16109	2	645-040-79-37	\$1,002.81	\$1,002.80
16109	2	645-040-79-38	\$1,092.23	\$1,092.22
16109	2	645-040-79-39	\$1,092.23	\$1,092.22
16109	2	645-040-79-40	\$949.08	\$949.06
16109	2	645-040-79-41	\$800.67	\$800.66
16109	2	645-040-79-42	\$861.24	\$861.22
16109	2	645-040-79-43	\$1,092.23	\$1,092.22
16109	2	645-040-79-44	\$1,092.23	\$1,092.22
16109	2	645-040-79-45	\$949.08	\$949.06
16109	2	645-040-79-46	\$800.67	\$800.66
16109	2	645-040-79-47	\$861.24	\$861.22
16109	2	645-040-79-48	\$1,092.23	\$1,092.22
16109	2	645-040-79-49	\$949.08	\$949.06
16109	2	645-040-79-50	\$800.67	\$800.66
16109	2	645-040-79-51	\$949.08	\$949.06
16109	2	645-040-79-52	\$800.67	\$800.66
16109	2	645-040-79-53	\$949.08	\$949.06
16109	2	645-040-79-54	\$1,092.23	\$1,092.22
16109	2	645-040-79-55	\$949.08	\$949.06
16109	2	645-040-79-56	\$800.67	\$800.66
16109	2	645-040-79-57	\$861.24	\$861.22
16109	2	645-040-79-58	\$1,092.23	\$1,092.22
16109	2	645-040-79-59	\$1,092.23	\$1,092.22
16109	2	645-040-79-60	\$949.08	\$949.06
16109	2	645-040-79-61	\$800.67	\$800.66
16109	2	645-040-79-62	\$861.24	\$861.22
16109	2	645-040-79-63	\$1,092.23	\$1,092.22
16109	2	645-040-80-01	\$949.08	\$949.06
16109	2	645-040-80-02	\$800.67	\$800.66
16109	2	645-040-80-03	\$949.08	\$949.06
16109	2	645-040-80-04	\$800.67	\$800.66
16109	2	645-040-80-05	\$949.08	\$949.06
16109	2	645-040-80-06	\$1,148.59	\$1,061.22

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-80-07	\$836.79	\$836.78
16109	2	645-040-80-08	\$791.13	\$777.94
16109	2	645-040-80-09	\$836.79	\$836.78
16109	2	645-040-80-10	\$1,148.59	\$1,061.22
16109	2	645-040-80-11	\$1,148.59	\$1,061.22
16109	2	645-040-80-12	\$836.79	\$836.78
16109	2	645-040-80-13	\$791.13	\$777.94
16109	2	645-040-80-14	\$836.79	\$836.78
16109	2	645-040-80-15	\$1,148.59	\$1,061.22
16109	2	645-040-80-16	\$1,092.23	\$1,092.22
16109	2	645-040-80-17	\$949.08	\$949.06
16109	2	645-040-80-18	\$800.67	\$800.66
16109	2	645-040-80-19	\$861.24	\$861.22
16109	2	645-040-80-20	\$1,092.23	\$1,092.22
16109	2	645-040-80-21	\$1,092.23	\$1,092.22
16109	2	645-040-80-22	\$949.08	\$949.06
16109	2	645-040-80-23	\$800.67	\$800.66
16109	2	645-040-80-24	\$861.24	\$861.22
16109	2	645-040-80-25	\$1,092.23	\$1,092.22
16109	2	645-040-80-26	\$1,092.23	\$1,092.22
16109	2	645-040-80-27	\$949.08	\$949.06
16109	2	645-040-80-28	\$800.67	\$800.66
16109	2	645-040-80-29	\$861.24	\$861.22
16109	2	645-040-80-30	\$1,092.23	\$1,092.22
16109	2	645-040-80-31	\$1,092.23	\$1,092.22
16109	2	645-040-80-32	\$949.08	\$949.06
16109	2	645-040-80-33	\$800.67	\$800.66
16109	2	645-040-80-34	\$861.24	\$861.22
16109	2	645-040-80-35	\$1,092.23	\$1,092.22
16109	2	645-040-80-36	\$1,092.23	\$1,092.22
16109	2	645-040-80-37	\$861.24	\$861.22
16109	2	645-040-80-38	\$800.67	\$800.66
16109	2	645-040-80-39	\$1,092.23	\$1,092.22
16109	2	645-040-80-40	\$1,092.23	\$1,092.22
16109	2	645-040-80-41	\$861.24	\$861.22
16109	2	645-040-80-42	\$800.67	\$800.66
16109	2	645-040-80-43	\$1,092.23	\$1,092.22
16109	2	645-040-80-44	\$949.08	\$949.06
16109	2	645-040-80-45	\$800.67	\$800.66
16109	2	645-040-80-46	\$949.08	\$949.06
16109	2	645-040-80-47	\$800.67	\$800.66
16109	2	645-040-80-48	\$949.08	\$949.06

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-81-00	\$0.00	\$0.00
16109	2	645-040-82-00	\$0.00	\$0.00
16109	2	645-040-83-01	\$791.13	\$777.94
16109	2	645-040-83-02	\$791.13	\$777.94
16109	2	645-040-83-03	\$791.13	\$777.94
16109	2	645-040-83-04	\$791.13	\$777.94
16109	2	645-040-83-05	\$791.13	\$777.94
16109	2	645-040-83-06	\$791.13	\$777.94
16109	2	645-040-83-07	\$791.13	\$777.94
16109	2	645-040-83-08	\$1,143.08	\$965.36
16109	2	645-040-83-09	\$1,143.08	\$965.36
16109	2	645-040-83-10	\$1,143.08	\$965.36
16109	2	645-040-83-11	\$1,143.08	\$965.36
16109	2	645-040-83-12	\$791.13	\$777.94
16109	2	645-040-83-13	\$791.13	\$777.94
16109	2	645-040-83-14	\$791.13	\$777.94
16109	2	645-040-83-15	\$791.13	\$777.94
16109	2	645-040-83-16	\$791.13	\$777.94
16109	2	645-040-83-17	\$791.13	\$777.94
16109	2	645-040-83-18	\$791.13	\$777.94
16109	2	645-040-83-19	\$1,143.08	\$965.36
16109	2	645-040-83-20	\$1,143.08	\$965.36
16109	2	645-040-83-21	\$1,143.08	\$965.36
16109	2	645-040-83-22	\$1,143.08	\$965.36
16109	2	645-040-83-23	\$791.13	\$777.94
16109	2	645-040-83-24	\$791.13	\$777.94
16109	2	645-040-83-25	\$791.13	\$777.94
16109	2	645-040-83-26	\$791.13	\$777.94
16109	2	645-040-83-27	\$791.13	\$777.94
16109	2	645-040-83-28	\$791.13	\$777.94
16109	2	645-040-83-29	\$791.13	\$777.94
16109	2	645-040-83-30	\$1,143.08	\$965.36
16109	2	645-040-83-31	\$1,143.08	\$965.36
16109	2	645-040-83-32	\$1,143.08	\$965.36
16109	2	645-040-83-33	\$1,143.08	\$965.36
16109	2	645-040-83-34	\$791.13	\$777.94
16109	2	645-040-83-35	\$791.13	\$777.94
16109	2	645-040-83-36	\$791.13	\$777.94
16109	2	645-040-83-37	\$791.13	\$777.94
16109	2	645-040-83-38	\$791.13	\$777.94
16109	2	645-040-83-39	\$791.13	\$777.94
16109	2	645-040-83-40	\$791.13	\$777.94

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-83-41	\$1,143.08	\$965.36
16109	2	645-040-83-42	\$1,143.08	\$965.36
16109	2	645-040-83-43	\$1,143.08	\$965.36
16109	2	645-040-83-44	\$1,143.08	\$965.36
16109	2	645-040-84-00	\$0.00	\$0.00
16109	2	645-040-85-00	\$54,749.94	\$0.00
16109	2	645-040-85-01	\$814.79	\$800.66
16109	2	645-040-85-02	\$814.79	\$800.66
16109	2	645-040-85-03	\$1,183.86	\$993.56
16109	2	645-040-85-04	\$1,185.77	\$1,092.22
16109	2	645-040-85-05	\$1,185.77	\$1,092.22
16109	2	645-040-85-06	\$1,183.86	\$993.56
16109	2	645-040-85-07	\$814.79	\$800.66
16109	2	645-040-85-08	\$814.79	\$800.66
16109	2	645-040-85-09	\$1,185.77	\$1,092.22
16109	2	645-040-85-10	\$1,183.86	\$993.56
16109	2	645-040-85-11	\$1,183.86	\$993.56
16109	2	645-040-85-12	\$1,183.86	\$993.56
16109	2	645-040-85-13	\$814.79	\$800.66
16109	2	645-040-85-14	\$814.79	\$800.66
16109	2	645-040-85-15	\$1,185.77	\$1,092.22
16109	2	645-040-85-16	\$1,183.86	\$993.56
16109	2	645-040-85-17	\$1,183.86	\$993.56
16109	2	645-040-85-18	\$1,183.86	\$993.56
16109	2	645-040-85-19	\$1,183.86	\$993.56
16109	2	645-040-85-20	\$814.79	\$800.66
16109	2	645-040-85-21	\$814.79	\$800.66
16109	2	645-040-85-22	\$814.79	\$800.66
16109	2	645-040-85-23	\$814.79	\$800.66
16109	2	645-040-85-24	\$1,183.86	\$993.56
16109	2	645-040-85-25	\$1,183.86	\$993.56
16109	2	645-040-85-26	\$1,183.86	\$993.56
16109	2	645-040-85-27	\$1,183.86	\$993.56
16109	2	645-040-85-28	\$1,185.77	\$1,092.22
16109	2	645-040-85-29	\$814.79	\$800.66
16109	2	645-040-85-30	\$814.79	\$800.66
16109	2	645-040-85-31	\$1,183.86	\$993.56
16109	2	645-040-85-32	\$1,185.77	\$1,092.22
16109	2	645-040-85-33	\$1,185.77	\$1,092.22
16109	2	645-040-85-34	\$1,183.86	\$993.56
16109	2	645-040-85-35	\$814.79	\$800.66
16109	2	645-040-85-36	\$814.79	\$800.66

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
16109	2	645-040-85-37	\$1,185.77	\$1,092.22
16109	2	645-040-85-38	\$1,183.86	\$993.56
16109	2	645-040-85-39	\$814.79	\$800.66
16109	2	645-040-85-40	\$814.79	\$800.66
16109	2	645-040-85-41	\$814.79	\$800.66
16109	2	645-040-85-42	\$814.79	\$800.66
16109	2	645-040-85-43	\$1,183.86	\$993.56
16109	2	645-040-85-44	\$1,183.86	\$993.56
16109	2	645-040-85-45	\$1,183.86	\$993.56
16109	2	645-040-85-46	\$1,185.77	\$1,092.22
16109	2	645-040-85-47	\$814.79	\$800.66
16109	2	645-040-85-48	\$814.79	\$800.66
16109	2	645-040-85-49	\$1,183.86	\$993.56
16109	2	645-040-85-50	\$1,183.86	\$993.56
16109	2	645-040-85-51	\$1,183.86	\$993.56
16109	2	645-040-85-52	\$1,185.77	\$1,092.22
16109	2	645-040-85-53	\$1,185.77	\$1,092.22
16109	2	645-040-85-54	\$1,183.86	\$993.56
16109	2	645-040-85-55	\$1,183.86	\$993.56
16109	2	645-040-85-56	\$1,183.86	\$993.56
16109	2	645-040-85-57	\$814.79	\$800.66
16109	2	645-040-85-58	\$814.79	\$800.66
16109	2	645-040-85-59	\$814.79	\$800.66
16109	2	645-040-85-60	\$814.79	\$800.66
16109	2	645-040-85-61	\$1,183.86	\$993.56
16109	2	645-040-85-62	\$1,185.77	\$1,092.22
16109	2	645-040-85-63	\$1,185.77	\$1,092.22
16109	2	645-040-85-64	\$1,183.86	\$993.56
16109	2	645-040-85-65	\$814.79	\$800.66
16109	2	645-040-85-66	\$814.79	\$800.66
16109	2	645-040-85-67	\$814.79	\$800.66
16109	2	645-040-85-68	\$814.79	\$800.66
16109	2	645-040-85-69	\$1,183.86	\$993.56
16109	2	645-040-85-70	\$1,185.77	\$1,092.22
16109	2	645-040-85-71	\$1,185.77	\$1,092.22
16109	2	645-040-85-72	\$1,183.86	\$993.56
16109	2	645-040-85-73	\$814.79	\$800.66
16109	2	645-040-85-74	\$814.79	\$800.66
16109	2	645-040-86-00	\$0.00	\$0.00
14730	E	645-060-42-00	\$0.00	\$0.00
14730	180	645-060-43-01	\$1,122.74	\$948.02
14730	180	645-060-43-02	\$1,122.74	\$948.02

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14730	180	645-060-43-03	\$821.76	\$821.76
14730	180	645-060-43-04	\$1,122.74	\$948.02
14730	180	645-060-43-05	\$821.76	\$821.76
14730	180	645-060-43-06	\$1,122.74	\$948.02
14730	180	645-060-43-07	\$1,122.74	\$948.02
14730	180	645-060-43-08	\$1,122.74	\$948.02
14730	180	645-060-43-09	\$821.76	\$821.76
14730	180	645-060-43-10	\$1,122.74	\$948.02
14730	180	645-060-43-11	\$821.76	\$821.76
14730	180	645-060-43-12	\$1,122.74	\$948.02
14730	180	645-060-43-13	\$1,122.74	\$948.02
14730	180	645-060-43-14	\$821.76	\$821.76
14730	180	645-060-43-15	\$821.76	\$821.76
14730	180	645-060-43-16	\$1,122.74	\$948.02
14730	180	645-060-44-01	\$1,122.74	\$948.02
14730	180	645-060-44-02	\$821.76	\$821.76
14730	180	645-060-44-03	\$1,122.74	\$948.02
14730	180	645-060-44-04	\$821.76	\$821.76
14730	180	645-060-44-05	\$1,122.74	\$948.02
14730	180	645-060-44-06	\$1,122.74	\$948.02
14730	180	645-060-44-07	\$821.76	\$821.76
14730	180	645-060-44-08	\$1,122.74	\$948.02
14730	180	645-060-44-09	\$821.76	\$821.76
14730	180	645-060-44-10	\$1,122.74	\$948.02
14730	180	645-060-44-11	\$1,122.74	\$948.02
14730	180	645-060-44-12	\$821.76	\$821.76
14730	180	645-060-44-13	\$821.76	\$821.76
14730	180	645-060-44-14	\$1,122.74	\$948.02
14730	180	645-060-45-01	\$1,122.74	\$948.02
14730	180	645-060-45-02	\$821.76	\$821.76
14730	180	645-060-45-03	\$1,122.74	\$948.02
14730	180	645-060-45-04	\$1,122.74	\$948.02
14730	180	645-060-45-05	\$821.76	\$821.76
14730	180	645-060-45-06	\$1,122.74	\$948.02
14730	180	645-060-45-07	\$1,122.74	\$948.02
14730	180	645-060-45-08	\$821.76	\$821.76
14730	180	645-060-45-09	\$821.76	\$821.76
14730	180	645-060-45-10	\$1,122.74	\$948.02
14730	180	645-060-46-00	\$0.00	\$0.00
0	NA	645-080-16-00	\$175,729.65	\$0.00
14551	1	645-090-38-00	\$12,540.76	\$0.00
14551	A	645-090-39-00	\$0.00	\$0.00

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13530	1	645-110-01-00	\$885.28	\$859.10
13530	2	645-110-02-00	\$885.28	\$859.10
13530	3	645-110-03-00	\$852.91	\$788.04
13530	4	645-110-04-00	\$855.29	\$830.06
13530	5	645-110-05-00	\$855.29	\$830.06
13530	8	645-110-08-00	\$852.91	\$788.04
13530	9	645-110-09-00	\$848.80	\$716.84
13530	10	645-110-10-00	\$848.80	\$716.84
13530	13	645-110-13-00	\$885.28	\$859.10
13530	14	645-110-14-00	\$885.28	\$859.10
13530	15	645-110-15-00	\$885.28	\$859.10
13530	16	645-110-16-00	\$885.28	\$859.10
13530	17	645-110-17-00	\$885.28	\$859.10
13530	18	645-110-18-00	\$882.95	\$815.60
13530	19	645-110-19-00	\$885.28	\$859.10
13530	20	645-110-20-00	\$882.95	\$815.60
13530	21	645-110-21-00	\$885.28	\$859.10
13530	22	645-110-22-00	\$885.28	\$859.10
13530	23	645-110-23-00	\$885.28	\$859.10
13530	24	645-110-24-00	\$885.28	\$859.10
13530	25	645-110-25-00	\$882.95	\$815.60
13530	26	645-110-26-00	\$846.42	\$676.34
13530	27	645-110-27-00	\$848.80	\$716.84
13530	F	645-110-28-00	\$0.00	\$0.00
13530	PAR 1	645-110-29-00	\$885.28	\$859.10
13530	PAR 2	645-110-30-00	\$885.28	\$859.10
13530	PAR 3	645-110-31-00	\$885.28	\$859.10
13530	PAR 4	645-110-32-00	\$882.95	\$815.60
13530	28	645-111-01-00	\$852.91	\$788.04
13530	29	645-111-02-00	\$846.42	\$676.34
13530	30	645-111-03-00	\$852.91	\$788.04
13530	31	645-111-04-00	\$848.80	\$716.84
13530	32	645-111-05-00	\$846.42	\$676.34
13530	33	645-111-06-00	\$852.91	\$788.04
13530	34	645-111-07-00	\$848.80	\$716.84
13530	35	645-111-08-00	\$852.91	\$788.04
13530	36	645-111-09-00	\$846.42	\$676.34
13530	37	645-111-10-00	\$852.91	\$788.04
13530	38	645-111-11-00	\$848.80	\$716.84
13530	39	645-111-12-00	\$852.91	\$788.04
13530	40	645-111-13-00	\$846.42	\$676.34
13530	41	645-111-14-00	\$852.91	\$788.04

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13530	42	645-111-15-00	\$848.80	\$716.84
13530	43	645-111-16-00	\$852.91	\$788.04
13530	44	645-111-17-00	\$848.80	\$716.84
13530	45	645-111-18-00	\$852.91	\$788.04
13530	46	645-111-19-00	\$848.80	\$716.84
13530	47	645-111-20-00	\$852.91	\$788.04
13530	77	645-111-21-00	\$848.80	\$716.84
13530	78	645-111-22-00	\$852.91	\$788.04
13530	79	645-111-23-00	\$846.42	\$676.34
13530	80	645-111-24-00	\$848.80	\$716.84
13530	81	645-111-25-00	\$852.91	\$788.04
13530	82	645-111-26-00	\$846.42	\$676.34
13530	83	645-111-27-00	\$848.80	\$716.84
13530	84	645-111-28-00	\$846.42	\$676.34
13530	85	645-111-29-00	\$846.42	\$676.34
13530	86	645-111-30-00	\$852.91	\$788.04
13530	87	645-111-31-00	\$848.80	\$716.84
13530	88	645-111-32-00	\$852.91	\$788.04
13530	89	645-111-33-00	\$848.80	\$716.84
13530	90	645-111-34-00	\$852.91	\$788.04
13530	91	645-111-35-00	\$846.42	\$676.34
13530	92	645-111-36-00	\$848.80	\$716.84
13530	93	645-111-37-00	\$852.91	\$788.04
13530	94	645-111-38-00	\$848.80	\$716.84
13530	95	645-111-39-00	\$852.91	\$788.04
13530	96	645-111-40-00	\$848.80	\$716.84
13530	97	645-111-41-00	\$846.42	\$676.34
13530	98	645-111-42-00	\$848.80	\$716.84
13530	99	645-111-43-00	\$852.91	\$788.04
13530	100	645-111-44-00	\$848.80	\$716.84
13530	101	645-111-45-00	\$852.91	\$788.04
13530	102	645-111-46-00	\$846.42	\$676.34
13530	103	645-111-47-00	\$848.80	\$716.84
13530	104	645-111-48-00	\$852.91	\$788.04
13530	105	645-111-49-00	\$848.80	\$716.84
13530	106	645-111-50-00	\$852.91	\$788.04
13530	107	645-111-51-00	\$846.42	\$676.34
13530	108	645-111-52-00	\$848.80	\$716.84
13530	109	645-111-53-00	\$852.91	\$788.04
13530	110	645-111-54-00	\$855.29	\$830.06
13530	111	645-111-55-00	\$852.91	\$788.04
13530	112	645-111-56-00	\$855.29	\$830.06

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13530	113	645-111-57-00	\$855.29	\$830.06
13530	114	645-111-58-00	\$855.29	\$830.06
13530	115	645-111-59-00	\$855.29	\$830.06
13530	116	645-111-60-00	\$855.29	\$830.06
13530	117	645-111-61-00	\$855.29	\$830.06
13530	118	645-111-62-00	\$855.29	\$830.06
13530	119	645-111-63-00	\$852.91	\$788.04
13530	120	645-111-64-00	\$855.29	\$830.06
13530	121	645-111-65-00	\$855.29	\$830.06
13530	122	645-111-66-00	\$855.29	\$830.06
13530	123	645-111-67-00	\$855.29	\$830.06
13530	124	645-111-68-00	\$855.29	\$830.06
13530	48	645-112-01-00	\$852.91	\$788.04
13530	49	645-112-02-00	\$846.42	\$676.34
13530	50	645-112-03-00	\$852.91	\$788.04
13530	51	645-112-04-00	\$848.80	\$716.84
13530	52	645-112-05-00	\$852.91	\$788.04
13530	53	645-112-06-00	\$846.42	\$676.34
13530	54	645-112-07-00	\$852.91	\$788.04
13530	55	645-112-08-00	\$848.80	\$716.84
13530	56	645-112-09-00	\$852.91	\$788.04
13530	57	645-112-10-00	\$846.42	\$676.34
13530	58	645-112-11-00	\$852.91	\$788.04
13530	59	645-112-12-00	\$848.80	\$716.84
13530	60	645-112-13-00	\$852.91	\$788.04
13530	61	645-112-14-00	\$846.42	\$676.34
13530	62	645-112-15-00	\$852.91	\$788.04
13530	63	645-112-16-00	\$848.80	\$716.84
13530	64	645-112-17-00	\$846.42	\$676.34
13530	65	645-112-18-00	\$852.91	\$788.04
13530	66	645-112-19-00	\$848.80	\$716.84
13530	67	645-112-20-00	\$852.91	\$788.04
13530	68	645-112-21-00	\$848.80	\$716.84
13530	69	645-112-22-00	\$852.91	\$788.04
13530	70	645-112-23-00	\$848.80	\$716.84
13530	73	645-112-26-00	\$848.80	\$716.84
13530	74	645-112-27-00	\$852.91	\$788.04
13530	75	645-112-28-00	\$846.42	\$676.34
13530	76	645-112-29-00	\$852.91	\$788.04
13530	B	645-112-30-00	\$0.00	\$0.00
13530	D	645-112-31-00	\$0.00	\$0.00
13530	PAR 1	645-112-32-00	\$846.42	\$676.34

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13530	PAR 2	645-112-33-00	\$848.80	\$716.84
13530	127	645-113-04-00	\$0.00	\$0.00
13530	A	645-113-05-00	\$0.00	\$0.00
13530	A	645-113-06-00	\$0.00	\$0.00
13530	C	645-113-07-00	\$0.00	\$0.00
13530	PAR 3	645-113-13-00	\$0.00	\$0.00
13530	PAR 1	645-113-15-00	\$0.00	\$0.00
13530	PAR A	645-113-17-00	\$0.00	\$0.00
13614	1	645-120-01-00	\$1,247.70	\$1,247.68
13614	2	645-120-02-00	\$1,008.77	\$1,008.76
13614	3	645-120-03-00	\$1,247.70	\$1,247.68
13614	4	645-120-04-00	\$1,247.70	\$1,247.68
13614	5	645-120-05-00	\$1,247.70	\$1,247.68
13614	6	645-120-06-00	\$1,247.70	\$1,247.68
13614	7	645-120-07-00	\$1,247.70	\$1,247.68
13614	8	645-120-08-00	\$926.11	\$926.10
13614	9	645-120-09-00	\$1,145.49	\$1,145.48
13614	10	645-120-10-00	\$1,145.49	\$1,145.48
13614	11	645-120-11-00	\$1,145.49	\$1,145.48
13614	12	645-120-12-00	\$1,008.77	\$1,008.76
13614	13	645-120-13-00	\$1,145.49	\$1,145.48
13614	14	645-120-14-00	\$1,145.49	\$1,145.48
13614	15	645-120-15-00	\$1,145.49	\$1,145.48
13614	16	645-120-16-00	\$894.80	\$894.80
13614	17	645-120-17-00	\$894.80	\$894.80
13614	18	645-120-18-00	\$1,106.77	\$1,106.76
13614	19	645-120-19-00	\$1,142.47	\$1,142.46
13614	20	645-120-20-00	\$1,145.49	\$1,145.48
13614	21	645-120-21-00	\$1,145.49	\$1,145.48
13614	22	645-120-22-00	\$1,145.49	\$1,145.48
13614	A	645-120-23-00	\$0.00	\$0.00
13614	B	645-120-24-00	\$0.00	\$0.00
13614	C	645-120-25-00	\$0.00	\$0.00
13610	1	645-130-01-00	\$852.91	\$788.04
13610	2	645-130-02-00	\$855.29	\$830.06
13610	3	645-130-03-00	\$855.29	\$830.06
13610	4	645-130-04-00	\$852.91	\$788.04
13610	5	645-130-05-00	\$855.29	\$830.06
13610	6	645-130-06-00	\$855.29	\$830.06
13610	7	645-130-07-00	\$855.29	\$830.06
13610	8	645-130-08-00	\$852.91	\$788.04
13610	9	645-130-09-00	\$852.91	\$788.04

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13610	10	645-130-10-00	\$855.29	\$830.06
13610	11	645-130-11-00	\$852.91	\$788.04
13610	12	645-130-12-00	\$855.29	\$830.06
13610	13	645-130-13-00	\$855.29	\$830.06
13610	14	645-130-14-00	\$855.29	\$830.06
13610	15	645-130-15-00	\$855.29	\$830.06
13610	16	645-130-16-00	\$855.29	\$830.06
13610	17	645-130-17-00	\$855.29	\$830.06
13610	18	645-130-18-00	\$852.91	\$788.04
13610	19	645-130-19-00	\$855.29	\$830.06
13610	20	645-130-20-00	\$855.29	\$830.06
13610	21	645-130-21-00	\$855.29	\$830.06
13610	22	645-130-22-00	\$852.91	\$788.04
13610	23	645-130-23-00	\$855.29	\$830.06
13610	24	645-130-24-00	\$855.29	\$830.06
13610	25	645-130-25-00	\$852.91	\$788.04
13610	26	645-130-26-00	\$855.29	\$830.06
13610	27	645-130-27-00	\$855.29	\$830.06
13610	28	645-130-28-00	\$855.29	\$830.06
13610	29	645-130-29-00	\$852.91	\$788.04
13610	30	645-130-30-00	\$855.29	\$830.06
13610	31	645-130-31-00	\$855.29	\$830.06
13610	32	645-130-32-00	\$855.29	\$830.06
13610	33	645-130-33-00	\$852.91	\$788.04
13610	34	645-130-34-00	\$855.29	\$830.06
13610	35	645-130-35-00	\$855.29	\$830.06
13610	36	645-130-36-00	\$855.29	\$830.06
13610	37	645-130-37-00	\$855.29	\$830.06
13610	38	645-130-38-00	\$855.29	\$830.06
13610	39	645-130-39-00	\$855.29	\$830.06
13610	40	645-130-40-00	\$852.91	\$788.04
13610	41	645-130-41-00	\$855.29	\$830.06
13610	42	645-130-42-00	\$855.29	\$830.06
13610	43	645-130-43-00	\$855.29	\$830.06
13610	44	645-130-44-00	\$852.91	\$788.04
13610	45	645-130-45-00	\$855.29	\$830.06
13610	46	645-130-46-00	\$855.29	\$830.06
13610	47	645-130-47-00	\$852.91	\$788.04
13610	48	645-130-48-00	\$855.29	\$830.06
13610	49	645-130-49-00	\$855.29	\$830.06
13610	50	645-130-50-00	\$855.29	\$830.06
13610	51	645-130-51-00	\$855.29	\$830.06

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13610	52	645-130-52-00	\$855.29	\$830.06
13610	53	645-130-53-00	\$852.91	\$788.04
13610	54	645-130-54-00	\$855.29	\$830.06
13610	55	645-130-55-00	\$855.29	\$830.06
13610	56	645-130-56-00	\$855.29	\$830.06
13610	57	645-130-57-00	\$855.29	\$830.06
13610	58	645-130-58-00	\$855.29	\$830.06
13610	59	645-130-59-00	\$852.91	\$788.04
13610	60	645-130-60-00	\$855.29	\$830.06
13610	61	645-130-61-00	\$855.29	\$830.06
13610	62	645-130-62-00	\$855.29	\$830.06
13610	63	645-130-63-00	\$852.91	\$788.04
13610	64	645-130-64-00	\$855.29	\$830.06
13610	A	645-130-65-00	\$0.00	\$0.00
13610	1	645-140-01-00	\$894.80	\$894.80
13610	2	645-140-02-00	\$1,106.77	\$1,106.76
13610	3	645-140-03-00	\$894.80	\$894.80
13610	4	645-140-04-00	\$1,106.77	\$1,106.76
13610	5	645-140-05-00	\$894.80	\$894.80
13610	6	645-140-06-00	\$1,106.77	\$1,106.76
13610	7	645-140-07-00	\$894.80	\$894.80
13610	8	645-140-08-00	\$1,106.77	\$1,106.76
13610	9	645-140-09-00	\$894.80	\$894.80
13610	10	645-140-10-00	\$1,106.77	\$1,106.76
13610	11	645-140-11-00	\$894.80	\$894.80
13610	12	645-140-12-00	\$1,106.77	\$1,106.76
13610	13	645-140-13-00	\$894.80	\$894.80
13610	14	645-140-14-00	\$1,106.77	\$1,106.76
13610	15	645-140-15-00	\$894.80	\$894.80
13610	16	645-140-16-00	\$894.80	\$894.80
13610	17	645-140-17-00	\$1,106.77	\$1,106.76
13610	18	645-140-18-00	\$1,106.77	\$1,106.76
13610	19	645-140-19-00	\$894.80	\$894.80
13610	20	645-140-20-00	\$1,106.77	\$1,106.76
13610	21	645-140-21-00	\$894.80	\$894.80
13610	22	645-140-22-00	\$1,106.77	\$1,106.76
13610	23	645-140-23-00	\$894.80	\$894.80
13610	24	645-140-24-00	\$1,106.77	\$1,106.76
13610	25	645-140-25-00	\$894.80	\$894.80
13610	26	645-140-26-00	\$1,106.77	\$1,106.76
13610	27	645-140-27-00	\$894.80	\$894.80
13610	28	645-140-28-00	\$1,106.77	\$1,106.76

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13610	29	645-140-29-00	\$894.80	\$894.80
13610	30	645-140-30-00	\$894.80	\$894.80
13610	31	645-140-31-00	\$894.80	\$894.80
13610	32	645-140-32-00	\$894.80	\$894.80
13610	33	645-140-33-00	\$894.80	\$894.80
13610	34	645-140-34-00	\$894.80	\$894.80
13610	35	645-140-35-00	\$894.80	\$894.80
13610	36	645-140-36-00	\$894.80	\$894.80
13610	37	645-140-37-00	\$1,106.77	\$1,106.76
13610	38	645-140-38-00	\$894.80	\$894.80
13610	39	645-140-39-00	\$1,106.77	\$1,106.76
13610	40	645-140-40-00	\$894.80	\$894.80
13610	41	645-140-41-00	\$1,106.77	\$1,106.76
13610	42	645-140-42-00	\$1,106.77	\$1,106.76
13610	43	645-140-43-00	\$894.80	\$894.80
13610	44	645-140-44-00	\$1,106.77	\$1,106.76
13610	45	645-140-45-00	\$894.80	\$894.80
13610	46	645-140-46-00	\$894.80	\$894.80
13610	47	645-140-47-00	\$1,106.77	\$1,106.76
13610	48	645-140-48-00	\$894.80	\$894.80
13613	C	645-140-49-00	\$0.00	\$0.00
13613	F	645-140-50-00	\$0.00	\$0.00
13613	H	645-140-51-00	\$0.00	\$0.00
13613	NA	645-140-52-00	\$0.00	\$0.00
13613	J	645-140-53-00	\$0.00	\$0.00
13613	49	645-141-01-00	\$894.80	\$894.80
13613	50	645-141-02-00	\$1,106.77	\$1,106.76
13613	51	645-141-03-00	\$894.80	\$894.80
13613	52	645-141-04-00	\$894.80	\$894.80
13613	53	645-141-05-00	\$1,106.77	\$1,106.76
13613	54	645-141-06-00	\$894.80	\$894.80
13613	55	645-141-07-00	\$1,106.77	\$1,106.76
13613	56	645-141-08-00	\$923.68	\$923.66
13613	57	645-141-09-00	\$1,142.47	\$1,142.46
13613	58	645-141-10-00	\$923.68	\$923.66
13613	59	645-141-11-00	\$1,142.47	\$1,142.46
13613	60	645-141-12-00	\$923.68	\$923.66
13613	61	645-141-13-00	\$1,142.47	\$1,142.46
13613	62	645-141-14-00	\$923.68	\$923.66
13613	63	645-141-15-00	\$1,142.47	\$1,142.46
13613	64	645-141-16-00	\$923.68	\$923.66
13613	65	645-141-17-00	\$1,142.47	\$1,142.46

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13613	66	645-141-18-00	\$1,106.77	\$1,106.76
13613	67	645-141-19-00	\$894.80	\$894.80
13613	68	645-141-20-00	\$1,106.77	\$1,106.76
13613	69	645-141-21-00	\$894.80	\$894.80
13613	70	645-141-22-00	\$1,106.77	\$1,106.76
13613	71	645-141-23-00	\$894.80	\$894.80
13613	72	645-141-24-00	\$894.80	\$894.80
13613	73	645-141-25-00	\$1,106.77	\$1,106.76
13613	74	645-141-26-00	\$894.80	\$894.80
13613	75	645-141-27-00	\$1,106.77	\$1,106.76
13613	76	645-141-28-00	\$894.80	\$894.80
13613	77	645-141-29-00	\$1,106.77	\$1,106.76
13613	78	645-141-30-00	\$894.80	\$894.80
13613	79	645-141-31-00	\$1,106.77	\$1,106.76
13613	80	645-141-32-00	\$894.80	\$894.80
13613	81	645-141-33-00	\$923.68	\$923.66
13613	82	645-141-34-00	\$1,142.47	\$1,142.46
13613	83	645-141-35-00	\$923.68	\$923.66
13613	84	645-141-36-00	\$1,142.47	\$1,142.46
13613	85	645-141-37-00	\$923.68	\$923.66
13613	86	645-141-38-00	\$1,142.47	\$1,142.46
13613	87	645-141-39-00	\$923.68	\$923.66
13613	88	645-141-40-00	\$1,142.47	\$1,142.46
13613	89	645-141-41-00	\$923.68	\$923.66
13613	A	645-141-42-00	\$0.00	\$0.00
13613	B	645-141-43-00	\$0.00	\$0.00
13613	90	645-142-01-00	\$923.68	\$923.66
13613	91	645-142-02-00	\$923.68	\$923.66
13613	92	645-142-03-00	\$1,142.47	\$1,142.46
13613	93	645-142-04-00	\$923.68	\$923.66
13613	94	645-142-05-00	\$1,142.47	\$1,142.46
13613	95	645-142-06-00	\$923.68	\$923.66
13613	96	645-142-07-00	\$1,142.47	\$1,142.46
13613	97	645-142-08-00	\$1,142.47	\$1,142.46
13613	98	645-142-09-00	\$923.68	\$923.66
13613	99	645-142-10-00	\$1,142.47	\$1,142.46
13613	100	645-142-11-00	\$923.68	\$923.66
13613	101	645-142-12-00	\$1,142.47	\$1,142.46
13613	102	645-142-13-00	\$1,142.47	\$1,142.46
13613	103	645-142-14-00	\$923.68	\$923.66
13613	104	645-142-15-00	\$923.68	\$923.66
13613	105	645-142-16-00	\$1,142.47	\$1,142.46

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13613	106	645-142-17-00	\$923.68	\$923.66
13613	107	645-142-18-00	\$923.68	\$923.66
13613	108	645-142-19-00	\$923.68	\$923.66
13613	109	645-142-20-00	\$1,142.47	\$1,142.46
13613	110	645-142-21-00	\$923.68	\$923.66
13613	111	645-142-22-00	\$1,142.47	\$1,142.46
13613	112	645-142-23-00	\$923.68	\$923.66
13613	113	645-142-24-00	\$1,142.47	\$1,142.46
13613	114	645-142-25-00	\$923.68	\$923.66
13613	115	645-142-26-00	\$1,142.47	\$1,142.46
13613	116	645-142-27-00	\$923.68	\$923.66
13613	117	645-142-28-00	\$1,142.47	\$1,142.46
13613	118	645-142-29-00	\$923.68	\$923.66
13613	119	645-142-30-00	\$1,142.47	\$1,142.46
13613	120	645-142-31-00	\$923.68	\$923.66
13613	121	645-142-32-00	\$1,142.47	\$1,142.46
13613	122	645-142-33-00	\$923.68	\$923.66
13613	123	645-142-34-00	\$923.68	\$923.66
13613	D	645-142-35-00	\$0.00	\$0.00
13613	E	645-142-36-00	\$0.00	\$0.00
13613	G	645-142-37-00	\$0.00	\$0.00
13613	K	645-142-38-00	\$0.00	\$0.00
13859	1	645-170-01-00	\$1,145.49	\$1,145.48
13859	2	645-170-02-00	\$1,145.49	\$1,145.48
13859	3	645-170-03-00	\$1,145.49	\$1,145.48
13859	4	645-170-04-00	\$1,145.49	\$1,145.48
13859	5	645-170-05-00	\$1,145.49	\$1,145.48
13859	6	645-170-06-00	\$1,145.49	\$1,145.48
13859	7	645-170-07-00	\$1,145.49	\$1,145.48
13859	8	645-170-08-00	\$1,145.49	\$1,145.48
13859	9	645-170-09-00	\$1,145.49	\$1,145.48
13859	10	645-170-10-00	\$1,145.49	\$1,145.48
13859	11	645-170-11-00	\$926.11	\$926.10
13859	12	645-170-12-00	\$1,145.49	\$1,145.48
13859	13	645-170-13-00	\$1,145.49	\$1,145.48
13859	14	645-170-14-00	\$1,145.49	\$1,145.48
13859	15	645-170-15-00	\$1,145.49	\$1,145.48
13859	16	645-170-16-00	\$1,145.49	\$1,145.48
13859	17	645-170-17-00	\$1,145.49	\$1,145.48
13859	18	645-170-18-00	\$926.11	\$926.10
13859	102	645-170-19-00	\$1,145.49	\$1,145.48
13859	103	645-170-20-00	\$1,145.49	\$1,145.48

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13859	104	645-170-21-00	\$1,145.49	\$1,145.48
13859	105	645-170-22-00	\$1,145.49	\$1,145.48
13859	106	645-170-23-00	\$1,145.49	\$1,145.48
13859	107	645-170-24-00	\$1,145.49	\$1,145.48
13859	A	645-170-25-00	\$0.00	\$0.00
13859	B	645-170-26-00	\$0.00	\$0.00
13859	L	645-170-27-00	\$0.00	\$0.00
13859	19	645-171-01-00	\$926.11	\$926.10
13859	20	645-171-02-00	\$1,145.49	\$1,145.48
13859	21	645-171-03-00	\$1,145.49	\$1,145.48
13859	22	645-171-04-00	\$1,145.49	\$1,145.48
13859	23	645-171-05-00	\$1,145.49	\$1,145.48
13859	24	645-171-06-00	\$926.11	\$926.10
13859	25	645-171-07-00	\$1,145.49	\$1,145.48
13859	26	645-171-08-00	\$1,145.49	\$1,145.48
13859	27	645-171-09-00	\$926.11	\$926.10
13859	28	645-171-10-00	\$1,145.49	\$1,145.48
13859	29	645-171-11-00	\$1,145.49	\$1,145.48
13859	47	645-171-12-00	\$1,145.49	\$1,145.48
13859	48	645-171-13-00	\$1,145.49	\$1,145.48
13859	49	645-171-14-00	\$1,145.49	\$1,145.48
13859	50	645-171-15-00	\$1,142.47	\$1,142.46
13859	51	645-171-16-00	\$1,142.47	\$1,142.46
13859	52	645-171-17-00	\$1,142.47	\$1,142.46
13859	53	645-171-18-00	\$1,142.47	\$1,142.46
13859	54	645-171-19-00	\$1,142.47	\$1,142.46
13859	55	645-171-20-00	\$1,142.47	\$1,142.46
13859	56	645-171-21-00	\$1,142.47	\$1,142.46
13859	57	645-171-22-00	\$1,142.47	\$1,142.46
13859	58	645-171-23-00	\$923.68	\$923.66
13859	59	645-171-24-00	\$1,142.47	\$1,142.46
13859	60	645-171-25-00	\$1,142.47	\$1,142.46
13859	61	645-171-26-00	\$1,142.47	\$1,142.46
13859	62	645-171-27-00	\$1,142.47	\$1,142.46
13859	63	645-171-28-00	\$923.68	\$923.66
13859	64	645-171-29-00	\$1,142.47	\$1,142.46
13859	65	645-171-30-00	\$1,142.47	\$1,142.46
13859	66	645-171-31-00	\$1,142.47	\$1,142.46
13859	67	645-171-32-00	\$1,142.47	\$1,142.46
13859	68	645-171-33-00	\$1,142.47	\$1,142.46
13859	69	645-171-34-00	\$1,142.47	\$1,142.46
13859	70	645-171-35-00	\$1,142.47	\$1,142.46

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13859	71	645-171-36-00	\$1,142.47	\$1,142.46
13859	72	645-171-37-00	\$1,142.47	\$1,142.46
13859	73	645-171-38-00	\$1,142.47	\$1,142.46
13859	74	645-171-39-00	\$1,142.47	\$1,142.46
13859	75	645-171-40-00	\$1,142.47	\$1,142.46
13859	76	645-171-41-00	\$923.68	\$923.66
13859	77	645-171-42-00	\$1,142.47	\$1,142.46
13859	78	645-171-43-00	\$1,142.47	\$1,142.46
13859	79	645-171-44-00	\$1,145.49	\$1,145.48
13859	80	645-171-45-00	\$1,145.49	\$1,145.48
13859	81	645-171-46-00	\$1,145.49	\$1,145.48
13859	82	645-171-47-00	\$1,145.49	\$1,145.48
13859	83	645-171-48-00	\$1,145.49	\$1,145.48
13859	C	645-171-49-00	\$0.00	\$0.00
13859	D	645-171-50-00	\$0.00	\$0.00
13859	H	645-171-51-00	\$0.00	\$0.00
13859	I	645-171-52-00	\$0.00	\$0.00
13859	K	645-171-53-00	\$0.00	\$0.00
13859	30	645-172-01-00	\$1,145.49	\$1,145.48
13859	31	645-172-02-00	\$1,145.49	\$1,145.48
13859	32	645-172-03-00	\$926.11	\$926.10
13859	33	645-172-04-00	\$1,145.49	\$1,145.48
13859	34	645-172-05-00	\$1,145.49	\$1,145.48
13859	35	645-172-06-00	\$1,145.49	\$1,145.48
13859	36	645-172-07-00	\$1,145.49	\$1,145.48
13859	37	645-172-08-00	\$1,145.49	\$1,145.48
13859	38	645-172-09-00	\$1,145.49	\$1,145.48
13859	39	645-172-10-00	\$1,145.49	\$1,145.48
13859	40	645-172-11-00	\$926.11	\$926.10
13859	41	645-172-12-00	\$1,145.49	\$1,145.48
13859	42	645-172-13-00	\$926.11	\$926.10
13859	43	645-172-14-00	\$1,145.49	\$1,145.48
13859	44	645-172-15-00	\$1,145.49	\$1,145.48
13859	45	645-172-16-00	\$1,145.49	\$1,145.48
13859	46	645-172-17-00	\$1,145.49	\$1,145.48
13859	84	645-172-18-00	\$1,145.49	\$1,145.48
13859	85	645-172-19-00	\$1,145.49	\$1,145.48
13859	86	645-172-20-00	\$1,145.49	\$1,145.48
13859	87	645-172-21-00	\$926.11	\$926.10
13859	88	645-172-22-00	\$1,145.49	\$1,145.48
13859	89	645-172-23-00	\$1,145.49	\$1,145.48
13859	90	645-172-24-00	\$926.11	\$926.10

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13859	91	645-172-25-00	\$1,145.49	\$1,145.48
13859	92	645-172-26-00	\$1,145.49	\$1,145.48
13859	93	645-172-27-00	\$1,145.49	\$1,145.48
13859	94	645-172-28-00	\$1,145.49	\$1,145.48
13859	95	645-172-29-00	\$1,145.49	\$1,145.48
13859	96	645-172-30-00	\$1,145.49	\$1,145.48
13859	97	645-172-31-00	\$1,145.49	\$1,145.48
13859	98	645-172-32-00	\$1,145.49	\$1,145.48
13859	99	645-172-33-00	\$1,145.49	\$1,145.48
13859	100	645-172-34-00	\$1,145.49	\$1,145.48
13859	101	645-172-35-00	\$1,145.49	\$1,145.48
13859	E	645-172-36-00	\$0.00	\$0.00
13859	F	645-172-37-00	\$0.00	\$0.00
13859	G	645-172-38-00	\$0.00	\$0.00
13859	J	645-172-39-00	\$0.00	\$0.00
13859	M	645-172-40-00	\$0.00	\$0.00
13882	1	645-180-01-00	\$0.00	\$0.00
13882	4	645-180-04-00	\$0.00	\$0.00
13882	5	645-180-05-00	\$0.00	\$0.00
13882	12	645-180-12-00	\$16,226.92	\$0.00
13882	13	645-180-13-00	\$12,679.53	\$0.00
13882	14	645-180-14-00	\$12,645.47	\$0.00
13882	PAR A	645-180-15-00	\$0.00	\$0.00
13882	PAR B	645-180-16-00	\$0.00	\$0.00
13882	PAR B	645-180-18-00	\$0.00	\$0.00
13928	1	645-210-01-00	\$1,145.49	\$1,145.48
13928	2	645-210-02-00	\$1,145.49	\$1,145.48
13928	3	645-210-03-00	\$1,145.49	\$1,145.48
13928	4	645-210-04-00	\$1,145.49	\$1,145.48
13928	5	645-210-05-00	\$1,145.49	\$1,145.48
13928	6	645-210-06-00	\$926.11	\$926.10
13928	7	645-210-07-00	\$1,145.49	\$1,145.48
13928	116	645-210-08-00	\$1,145.49	\$1,145.48
13928	117	645-210-09-00	\$926.11	\$926.10
13928	118	645-210-10-00	\$1,145.49	\$1,145.48
13928	119	645-210-11-00	\$1,145.49	\$1,145.48
13928	120	645-210-12-00	\$1,145.49	\$1,145.48
13928	121	645-210-13-00	\$1,145.49	\$1,145.48
13928	122	645-210-14-00	\$926.11	\$926.10
13928	123	645-210-15-00	\$1,145.49	\$1,145.48
13928	124	645-210-16-00	\$1,145.49	\$1,145.48
13928	125	645-210-17-00	\$1,145.49	\$1,145.48

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13928	126	645-210-18-00	\$1,145.49	\$1,145.48
13928	127	645-210-19-00	\$1,145.49	\$1,145.48
13928	128	645-210-20-00	\$1,145.49	\$1,145.48
13928	129	645-210-21-00	\$1,145.49	\$1,145.48
13928	130	645-210-22-00	\$926.11	\$926.10
13928	131	645-210-23-00	\$1,145.49	\$1,145.48
13928	132	645-210-24-00	\$1,145.49	\$1,145.48
13928	133	645-210-25-00	\$1,145.49	\$1,145.48
13928	134	645-210-26-00	\$1,145.49	\$1,145.48
13928	135	645-210-27-00	\$1,145.49	\$1,145.48
13928	136	645-210-28-00	\$1,145.49	\$1,145.48
13928	137	645-210-29-00	\$926.11	\$926.10
13928	D	645-210-30-00	\$0.00	\$0.00
13928	E	645-210-31-00	\$0.00	\$0.00
13928	8	645-211-01-00	\$1,145.49	\$1,145.48
13928	9	645-211-02-00	\$1,145.49	\$1,145.48
13928	10	645-211-03-00	\$1,145.49	\$1,145.48
13928	11	645-211-04-00	\$1,145.49	\$1,145.48
13928	12	645-211-05-00	\$926.11	\$926.10
13928	13	645-211-06-00	\$1,145.49	\$1,145.48
13928	14	645-211-07-00	\$1,145.49	\$1,145.48
13928	15	645-211-08-00	\$926.11	\$926.10
13928	16	645-211-09-00	\$1,145.49	\$1,145.48
13928	17	645-211-10-00	\$1,145.49	\$1,145.48
13928	18	645-211-11-00	\$1,145.49	\$1,145.48
13928	19	645-211-12-00	\$1,145.49	\$1,145.48
13928	20	645-211-13-00	\$1,145.49	\$1,145.48
13928	21	645-211-14-00	\$1,145.49	\$1,145.48
13928	22	645-211-15-00	\$1,151.43	\$1,151.42
13928	23	645-211-16-00	\$1,151.43	\$1,151.42
13928	24	645-211-17-00	\$1,151.43	\$1,151.42
13928	25	645-211-18-00	\$1,151.43	\$1,151.42
13928	26	645-211-19-00	\$1,151.43	\$1,151.42
13928	27	645-211-20-00	\$1,151.43	\$1,151.42
13928	28	645-211-21-00	\$1,151.43	\$1,151.42
13928	29	645-211-22-00	\$930.93	\$930.92
13928	30	645-211-23-00	\$1,151.43	\$1,151.42
13928	31	645-211-24-00	\$1,151.43	\$1,151.42
13928	32	645-211-25-00	\$1,151.43	\$1,151.42
13928	33	645-211-26-00	\$1,151.43	\$1,151.42
13928	34	645-211-27-00	\$1,151.43	\$1,151.42
13928	35	645-211-28-00	\$1,151.43	\$1,151.42

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13928	36	645-211-29-00	\$1,151.43	\$1,151.42
13928	37	645-211-30-00	\$1,151.43	\$1,151.42
13928	38	645-211-31-00	\$1,151.43	\$1,151.42
13928	39	645-211-32-00	\$1,151.43	\$1,151.42
13928	40	645-211-33-00	\$1,151.43	\$1,151.42
13928	52	645-211-34-00	\$1,151.43	\$1,151.42
13928	53	645-211-35-00	\$1,151.43	\$1,151.42
13928	54	645-211-36-00	\$1,151.43	\$1,151.42
13928	55	645-211-37-00	\$1,151.43	\$1,151.42
13928	56	645-211-38-00	\$1,151.43	\$1,151.42
13928	57	645-211-39-00	\$1,151.43	\$1,151.42
13928	58	645-211-40-00	\$930.93	\$930.92
13928	59	645-211-41-00	\$1,151.43	\$1,151.42
13928	60	645-211-42-00	\$930.93	\$930.92
13928	61	645-211-43-00	\$1,151.43	\$1,151.42
13928	62	645-211-44-00	\$1,151.43	\$1,151.42
13928	63	645-211-45-00	\$1,151.43	\$1,151.42
13928	64	645-211-46-00	\$930.93	\$930.92
13928	65	645-211-47-00	\$1,151.43	\$1,151.42
13928	66	645-211-48-00	\$1,151.43	\$1,151.42
13928	67	645-211-49-00	\$1,151.43	\$1,151.42
13928	68	645-211-50-00	\$1,151.43	\$1,151.42
13928	69	645-211-51-00	\$1,145.49	\$1,145.48
13928	70	645-211-52-00	\$1,145.49	\$1,145.48
13928	71	645-211-53-00	\$926.11	\$926.10
13928	72	645-211-54-00	\$1,145.49	\$1,145.48
13928	73	645-211-55-00	\$1,145.49	\$1,145.48
13928	74	645-211-56-00	\$1,145.49	\$1,145.48
13928	75	645-211-57-00	\$1,145.49	\$1,145.48
13928	76	645-211-58-00	\$1,145.49	\$1,145.48
13928	77	645-211-59-00	\$1,145.49	\$1,145.48
13928	78	645-211-60-00	\$1,145.49	\$1,145.48
13928	79	645-211-61-00	\$1,151.43	\$1,151.42
13928	80	645-211-62-00	\$1,151.43	\$1,151.42
13928	81	645-211-63-00	\$1,151.43	\$1,151.42
13928	82	645-211-64-00	\$1,151.43	\$1,151.42
13928	83	645-211-65-00	\$1,151.43	\$1,151.42
13928	84	645-211-66-00	\$1,151.43	\$1,151.42
13928	108	645-211-67-00	\$930.93	\$930.92
13928	109	645-211-68-00	\$1,151.43	\$1,151.42
13928	110	645-211-69-00	\$1,145.49	\$1,145.48
13928	111	645-211-70-00	\$1,145.49	\$1,145.48

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13928	112	645-211-71-00	\$926.11	\$926.10
13928	113	645-211-72-00	\$1,145.49	\$1,145.48
13928	114	645-211-73-00	\$1,145.49	\$1,145.48
13928	115	645-211-74-00	\$1,145.49	\$1,145.48
13928	B	645-211-75-00	\$0.00	\$0.00
13928	C	645-211-76-00	\$0.00	\$0.00
13928	41	645-212-01-00	\$1,174.79	\$1,174.78
13928	42	645-212-02-00	\$1,174.79	\$1,174.78
13928	43	645-212-03-00	\$1,174.79	\$1,174.78
13928	44	645-212-04-00	\$949.83	\$949.82
13928	45	645-212-05-00	\$1,174.79	\$1,174.78
13928	46	645-212-06-00	\$1,174.79	\$1,174.78
13928	47	645-212-07-00	\$1,174.79	\$1,174.78
13928	48	645-212-08-00	\$1,174.79	\$1,174.78
13928	49	645-212-09-00	\$1,151.43	\$1,151.42
13928	50	645-212-10-00	\$1,151.43	\$1,151.42
13928	51	645-212-11-00	\$930.93	\$930.92
13928	85	645-212-12-00	\$1,151.43	\$1,151.42
13928	86	645-212-13-00	\$1,151.43	\$1,151.42
13928	87	645-212-14-00	\$1,151.43	\$1,151.42
13928	88	645-212-15-00	\$1,151.43	\$1,151.42
13928	89	645-212-16-00	\$1,151.43	\$1,151.42
13928	90	645-212-17-00	\$1,151.43	\$1,151.42
13928	91	645-212-18-00	\$1,151.43	\$1,151.42
13928	92	645-212-19-00	\$1,151.43	\$1,151.42
13928	93	645-212-20-00	\$1,151.43	\$1,151.42
13928	94	645-212-21-00	\$930.93	\$930.92
13928	95	645-212-22-00	\$1,151.43	\$1,151.42
13928	96	645-212-23-00	\$930.93	\$930.92
13928	97	645-212-24-00	\$1,151.43	\$1,151.42
13928	98	645-212-25-00	\$1,151.43	\$1,151.42
13928	99	645-212-26-00	\$1,151.43	\$1,151.42
13928	100	645-212-27-00	\$1,151.43	\$1,151.42
13928	101	645-212-28-00	\$1,151.43	\$1,151.42
13928	102	645-212-29-00	\$930.93	\$930.92
13928	103	645-212-30-00	\$1,151.43	\$1,151.42
13928	104	645-212-31-00	\$1,151.43	\$1,151.42
13928	105	645-212-32-00	\$1,151.43	\$1,151.42
13928	106	645-212-33-00	\$1,151.43	\$1,151.42
13928	107	645-212-34-00	\$1,151.43	\$1,151.42
13928	155	645-212-35-00	\$1,174.79	\$1,174.78
13928	156	645-212-36-00	\$1,174.79	\$1,174.78

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13928	157	645-212-37-00	\$1,174.79	\$1,174.78
13928	158	645-212-38-00	\$949.83	\$949.82
13928	159	645-212-39-00	\$1,174.79	\$1,174.78
13928	160	645-212-40-00	\$1,174.79	\$1,174.78
13928	161	645-212-41-00	\$1,174.79	\$1,174.78
13928	162	645-212-42-00	\$949.83	\$949.82
13928	163	645-212-43-00	\$1,174.79	\$1,174.78
13928	164	645-212-44-00	\$1,174.79	\$1,174.78
13928	165	645-212-45-00	\$1,174.79	\$1,174.78
13928	166	645-212-46-00	\$1,174.79	\$1,174.78
13928	167	645-212-47-00	\$1,174.79	\$1,174.78
13928	168	645-212-48-00	\$1,174.79	\$1,174.78
13928	169	645-212-49-00	\$1,174.79	\$1,174.78
13928	170	645-212-50-00	\$949.83	\$949.82
13928	171	645-212-51-00	\$1,174.79	\$1,174.78
13928	172	645-212-52-00	\$1,174.79	\$1,174.78
13928	173	645-212-53-00	\$1,174.79	\$1,174.78
13928	174	645-212-54-00	\$1,174.79	\$1,174.78
13928	175	645-212-55-00	\$1,174.79	\$1,174.78
13928	176	645-212-56-00	\$1,174.79	\$1,174.78
13928	177	645-212-57-00	\$1,174.79	\$1,174.78
13928	178	645-212-58-00	\$1,174.79	\$1,174.78
13928	179	645-212-59-00	\$1,174.79	\$1,174.78
13928	180	645-212-60-00	\$1,174.79	\$1,174.78
13928	181	645-212-61-00	\$949.83	\$949.82
13928	182	645-212-62-00	\$1,174.79	\$1,174.78
13928	138	645-213-01-00	\$1,174.79	\$1,174.78
13928	139	645-213-02-00	\$1,174.79	\$1,174.78
13928	140	645-213-03-00	\$949.83	\$949.82
13928	141	645-213-04-00	\$1,174.79	\$1,174.78
13928	142	645-213-05-00	\$1,174.79	\$1,174.78
13928	143	645-213-06-00	\$1,174.79	\$1,174.78
13928	144	645-213-07-00	\$1,174.79	\$1,174.78
13928	145	645-213-08-00	\$1,174.79	\$1,174.78
13928	146	645-213-09-00	\$1,174.79	\$1,174.78
13928	147	645-213-10-00	\$949.83	\$949.82
13928	148	645-213-11-00	\$1,174.79	\$1,174.78
13928	149	645-213-12-00	\$1,174.79	\$1,174.78
13928	150	645-213-13-00	\$1,174.79	\$1,174.78
13928	151	645-213-14-00	\$1,174.79	\$1,174.78
13928	152	645-213-15-00	\$1,174.79	\$1,174.78
13928	153	645-213-16-00	\$1,174.79	\$1,174.78

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
13928	154	645-213-17-00	\$1,174.79	\$1,174.78
13928	183	645-213-18-00	\$1,174.79	\$1,174.78
13928	184	645-213-19-00	\$1,174.79	\$1,174.78
13928	185	645-213-20-00	\$949.83	\$949.82
13928	186	645-213-21-00	\$1,174.79	\$1,174.78
13928	187	645-213-22-00	\$1,174.79	\$1,174.78
13928	188	645-213-23-00	\$1,174.79	\$1,174.78
13928	189	645-213-24-00	\$1,174.79	\$1,174.78
13928	190	645-213-25-00	\$1,174.79	\$1,174.78
13928	191	645-213-26-00	\$949.83	\$949.82
13928	192	645-213-27-00	\$1,174.79	\$1,174.78
13928	193	645-213-28-00	\$1,174.79	\$1,174.78
13928	194	645-213-29-00	\$1,174.79	\$1,174.78
13928	195	645-213-30-00	\$1,174.79	\$1,174.78
13928	196	645-213-31-00	\$949.83	\$949.82
13928	197	645-213-32-00	\$1,174.79	\$1,174.78
13928	198	645-213-33-00	\$1,174.79	\$1,174.78
13928	199	645-213-34-00	\$949.83	\$949.82
13928	200	645-213-35-00	\$1,174.79	\$1,174.78
13928	F	645-213-36-00	\$0.00	\$0.00
13928	A	645-220-01-00	\$0.00	\$0.00
13928	H	645-220-02-00	\$0.00	\$0.00
13928	G	645-221-01-00	\$0.00	\$0.00
14217	1	645-270-01-00	\$889.91	\$863.58
14217	2	645-270-02-00	\$883.53	\$745.76
14217	3	645-270-03-00	\$887.52	\$819.80
14217	4	645-270-04-00	\$889.91	\$863.58
14217	5	645-270-05-00	\$883.53	\$745.76
14217	6	645-270-06-00	\$887.52	\$819.80
14217	7	645-270-07-00	\$889.91	\$863.58
14217	8	645-270-08-00	\$887.52	\$819.80
14217	9	645-270-09-00	\$883.53	\$745.76
14217	10	645-270-10-00	\$887.52	\$819.80
14217	11	645-270-11-00	\$883.53	\$745.76
14217	12	645-270-12-00	\$887.52	\$819.80
14217	13	645-270-13-00	\$889.91	\$863.58
14217	14	645-270-14-00	\$883.53	\$745.76
14217	15	645-270-15-00	\$889.91	\$863.58
14217	16	645-270-16-00	\$887.52	\$819.80
14217	80	645-270-17-00	\$889.91	\$863.58
14217	81	645-270-18-00	\$883.53	\$745.76
14217	82	645-270-19-00	\$887.52	\$819.80

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14217	83	645-270-20-00	\$887.52	\$819.80
14217	84	645-270-21-00	\$889.91	\$863.58
14217	85	645-270-22-00	\$883.53	\$745.76
14217	86	645-270-23-00	\$887.52	\$819.80
14217	87	645-270-24-00	\$889.91	\$863.58
14217	88	645-270-25-00	\$883.53	\$745.76
14217	89	645-270-26-00	\$887.52	\$819.80
14217	90	645-270-27-00	\$883.53	\$745.76
14217	91	645-270-28-00	\$887.52	\$819.80
14217	92	645-270-29-00	\$883.53	\$745.76
14217	93	645-270-30-00	\$889.91	\$863.58
14217	94	645-270-31-00	\$887.52	\$819.80
14217	95	645-270-32-00	\$889.91	\$863.58
14217	96	645-270-33-00	\$887.52	\$819.80
14217	97	645-270-34-00	\$889.91	\$863.58
14217	98	645-270-35-00	\$887.52	\$819.80
14217	99	645-270-36-00	\$889.91	\$863.58
14217	100	645-270-37-00	\$887.52	\$819.80
14217	101	645-270-38-00	\$889.91	\$863.58
14217	102	645-270-39-00	\$887.52	\$819.80
14217	103	645-270-40-00	\$883.53	\$745.76
14217	104	645-270-41-00	\$889.91	\$863.58
14217	105	645-270-42-00	\$887.52	\$819.80
14217	106	645-270-43-00	\$889.91	\$863.58
14217	107	645-270-44-00	\$883.53	\$745.76
14217	108	645-270-45-00	\$889.91	\$863.58
14217	109	645-270-46-00	\$887.52	\$819.80
14217	110	645-270-47-00	\$889.91	\$863.58
14217	111	645-270-48-00	\$883.53	\$745.76
14217	112	645-270-49-00	\$887.52	\$819.80
14217	113	645-270-50-00	\$889.91	\$863.58
14217	114	645-270-51-00	\$887.52	\$819.80
14217	115	645-270-52-00	\$889.91	\$863.58
14217	116	645-270-53-00	\$889.91	\$863.58
14217	117	645-270-54-00	\$887.52	\$819.80
14217	118	645-270-55-00	\$883.53	\$745.76
14217	119	645-270-56-00	\$887.52	\$819.80
14217	120	645-270-57-00	\$889.91	\$863.58
14217	121	645-270-58-00	\$887.52	\$819.80
14217	122	645-270-59-00	\$889.91	\$863.58
14217	123	645-270-60-00	\$887.52	\$819.80
14217	124	645-270-61-00	\$883.53	\$745.76

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14217	125	645-270-62-00	\$883.53	\$745.76
14217	126	645-270-63-00	\$889.91	\$863.58
14217	127	645-270-64-00	\$887.52	\$819.80
14217	128	645-270-65-00	\$889.91	\$863.58
14217	129	645-270-66-00	\$887.52	\$819.80
14217	B	645-270-67-00	\$0.00	\$0.00
14217	C	645-270-68-00	\$0.00	\$0.00
14217	I	645-270-69-00	\$0.00	\$0.00
14217	J	645-270-70-00	\$0.00	\$0.00
14217	K	645-270-71-00	\$0.00	\$0.00
14217	L	645-270-72-00	\$0.00	\$0.00
14217	17	645-271-01-00	\$885.28	\$859.10
14217	18	645-271-02-00	\$882.95	\$815.60
14217	19	645-271-03-00	\$885.28	\$859.10
14217	20	645-271-04-00	\$878.91	\$741.90
14217	21	645-271-05-00	\$885.28	\$859.10
14217	22	645-271-06-00	\$882.95	\$815.60
14217	23	645-271-07-00	\$885.28	\$859.10
14217	24	645-271-08-00	\$878.91	\$741.90
14217	25	645-271-09-00	\$882.95	\$815.60
14217	26	645-271-10-00	\$885.28	\$859.10
14217	27	645-271-11-00	\$887.52	\$819.80
14217	28	645-271-12-00	\$883.53	\$745.76
14217	50	645-271-13-00	\$882.95	\$815.60
14217	51	645-271-14-00	\$878.91	\$741.90
14217	52	645-271-15-00	\$882.95	\$815.60
14217	53	645-271-16-00	\$885.28	\$859.10
14217	54	645-271-17-00	\$878.91	\$741.90
14217	55	645-271-18-00	\$882.95	\$815.60
14217	56	645-271-19-00	\$885.28	\$859.10
14217	57	645-271-20-00	\$878.91	\$741.90
14217	58	645-271-21-00	\$882.95	\$815.60
14217	59	645-271-22-00	\$885.28	\$859.10
14217	60	645-271-23-00	\$882.95	\$815.60
14217	61	645-271-24-00	\$878.91	\$741.90
14217	62	645-271-25-00	\$885.28	\$859.10
14217	63	645-271-26-00	\$882.95	\$815.60
14217	64	645-271-27-00	\$885.28	\$859.10
14217	65	645-271-28-00	\$878.91	\$741.90
14217	66	645-271-29-00	\$882.95	\$815.60
14217	67	645-271-30-00	\$885.28	\$859.10
14217	68	645-271-31-00	\$882.95	\$815.60

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14217	69	645-271-32-00	\$878.91	\$741.90
14217	70	645-271-33-00	\$885.28	\$859.10
14217	71	645-271-34-00	\$882.95	\$815.60
14217	72	645-271-35-00	\$885.28	\$859.10
14217	73	645-271-36-00	\$878.91	\$741.90
14217	74	645-271-37-00	\$885.28	\$859.10
14217	75	645-271-38-00	\$882.95	\$815.60
14217	76	645-271-39-00	\$885.28	\$859.10
14217	77	645-271-40-00	\$882.95	\$815.60
14217	78	645-271-41-00	\$878.91	\$741.90
14217	79	645-271-42-00	\$882.95	\$815.60
14217	F	645-271-43-00	\$0.00	\$0.00
14217	G	645-271-44-00	\$0.00	\$0.00
14217	H	645-271-45-00	\$0.00	\$0.00
14217	29	645-272-01-00	\$889.91	\$863.58
14217	30	645-272-02-00	\$887.52	\$819.80
14217	31	645-272-03-00	\$889.91	\$863.58
14217	32	645-272-04-00	\$887.52	\$819.80
14217	33	645-272-05-00	\$885.28	\$859.10
14217	34	645-272-06-00	\$882.95	\$815.60
14217	35	645-272-07-00	\$878.91	\$741.90
14217	36	645-272-08-00	\$961.41	\$888.38
14217	37	645-272-09-00	\$889.91	\$863.58
14217	38	645-272-10-00	\$887.52	\$819.80
14217	39	645-272-11-00	\$887.52	\$819.80
14217	40	645-272-12-00	\$883.53	\$745.76
14217	41	645-272-13-00	\$964.16	\$935.76
14217	42	645-272-14-00	\$961.41	\$888.38
14217	43	645-272-15-00	\$964.16	\$935.76
14217	44	645-272-16-00	\$961.41	\$888.38
14217	45	645-272-17-00	\$964.16	\$935.76
14217	46	645-272-18-00	\$961.41	\$888.38
14217	47	645-272-19-00	\$961.41	\$888.38
14217	48	645-272-20-00	\$956.68	\$808.10
14217	49	645-272-21-00	\$964.16	\$935.76
14217	A	645-272-22-00	\$0.00	\$0.00
14217	D	645-272-23-00	\$0.00	\$0.00
14217	E	645-272-24-00	\$0.00	\$0.00
14217	M	645-272-25-00	\$0.00	\$0.00
14258	1	645-280-01-00	\$0.00	\$0.00
14258	2	645-280-02-00	\$0.00	\$0.00
14258	3	645-280-03-00	\$0.00	\$0.00

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14258	4	645-280-04-00	\$0.00	\$0.00
0	A	645-280-23-00	\$0.00	\$0.00
20074	PAR 1	645-280-25-01	\$0.00	\$0.00
20074	PAR 1	645-280-25-02	\$0.00	\$0.00
20074	PAR 1	645-280-25-03	\$0.00	\$0.00
20074	PAR 1	645-280-25-04	\$0.00	\$0.00
20074	PAR 1	645-280-25-05	\$0.00	\$0.00
20074	PAR 1	645-280-25-06	\$0.00	\$0.00
20074	PAR 1	645-280-25-07	\$0.00	\$0.00
20074	PAR 1	645-280-25-08	\$0.00	\$0.00
20074	PAR 1	645-280-25-09	\$0.00	\$0.00
20074	PAR 1	645-280-25-10	\$0.00	\$0.00
20074	PAR 1	645-280-25-11	\$0.00	\$0.00
20074	PAR 1	645-280-25-12	\$0.00	\$0.00
20074	PAR 1	645-280-25-13	\$0.00	\$0.00
20074	PAR 1	645-280-25-14	\$0.00	\$0.00
20074	PAR 1	645-280-25-15	\$0.00	\$0.00
20074	PAR 1	645-280-25-16	\$0.00	\$0.00
20074	PAR 1	645-280-25-17	\$0.00	\$0.00
20074	PAR 1	645-280-25-18	\$0.00	\$0.00
20074	PAR 1	645-280-25-19	\$0.00	\$0.00
20074	PAR 1	645-280-25-20	\$0.00	\$0.00
20074	PAR 1	645-280-25-21	\$0.00	\$0.00
20074	PAR 1	645-280-25-22	\$0.00	\$0.00
20074	PAR 1	645-280-25-23	\$0.00	\$0.00
20074	PAR 1	645-280-25-24	\$0.00	\$0.00
20074	PAR 1	645-280-25-25	\$0.00	\$0.00
20074	PAR 1	645-280-25-26	\$0.00	\$0.00
20074	PAR 1	645-280-25-27	\$0.00	\$0.00
20074	PAR 1	645-280-25-28	\$0.00	\$0.00
20074	PAR 1	645-280-25-29	\$0.00	\$0.00
20074	PAR 1	645-280-25-30	\$0.00	\$0.00
20074	PAR 1	645-280-25-31	\$0.00	\$0.00
20074	PAR 1	645-280-25-32	\$0.00	\$0.00
20074	PAR 1	645-280-25-33	\$0.00	\$0.00
20074	PAR 1	645-280-25-34	\$0.00	\$0.00
20074	PAR 1	645-280-25-35	\$0.00	\$0.00
20074	PAR 1	645-280-25-36	\$0.00	\$0.00
14258	11	645-280-26-00	\$0.00	\$0.00
13882	7	645-280-27-00	\$0.00	\$0.00
14469	1	645-310-01-00	\$887.52	\$819.80
14469	2	645-310-02-00	\$889.91	\$863.58

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	3	645-310-03-00	\$883.53	\$745.76
14469	4	645-310-04-00	\$889.91	\$863.58
14469	5	645-310-05-00	\$887.52	\$819.80
14469	6	645-310-06-00	\$889.91	\$863.58
14469	7	645-310-07-00	\$899.41	\$760.90
14469	8	645-310-08-00	\$904.55	\$836.46
14469	9	645-310-09-00	\$904.55	\$836.46
14469	10	645-310-10-00	\$904.55	\$836.46
14469	11	645-310-11-00	\$899.41	\$760.90
14469	12	645-310-12-00	\$904.55	\$836.46
14469	13	645-310-13-00	\$907.58	\$881.10
14469	14	645-310-14-00	\$904.55	\$836.46
14469	15	645-310-15-00	\$899.41	\$760.90
14469	16	645-310-16-00	\$907.58	\$881.10
14469	17	645-310-17-00	\$904.55	\$836.46
14469	18	645-310-18-00	\$907.58	\$881.10
14469	19	645-310-19-00	\$904.55	\$836.46
14469	20	645-310-20-00	\$907.58	\$881.10
14469	21	645-310-21-00	\$904.55	\$836.46
14469	22	645-310-22-00	\$899.41	\$760.90
14469	23	645-310-23-00	\$907.58	\$881.10
14469	24	645-310-24-00	\$907.58	\$881.10
14469	25	645-310-25-00	\$904.55	\$836.46
14469	26	645-310-26-00	\$907.58	\$881.10
14469	27	645-310-27-00	\$904.55	\$836.46
14469	28	645-310-28-00	\$899.41	\$760.90
14469	29	645-310-29-00	\$904.55	\$836.46
14469	30	645-310-30-00	\$961.41	\$888.38
14469	31	645-310-31-00	\$964.16	\$935.76
14469	32	645-310-32-00	\$961.41	\$888.38
14469	33	645-310-33-00	\$964.16	\$935.76
14469	34	645-310-34-00	\$961.41	\$888.38
14469	35	645-310-35-00	\$964.16	\$935.76
14469	36	645-310-36-00	\$956.68	\$808.10
14469	37	645-310-37-00	\$961.41	\$888.38
14469	38	645-310-38-00	\$956.68	\$808.10
14469	39	645-310-39-00	\$961.41	\$888.38
14469	40	645-310-40-00	\$964.16	\$935.76
14469	A	645-310-41-00	\$0.00	\$0.00
14469	B	645-310-42-00	\$0.00	\$0.00
14469	41	645-311-01-00	\$961.41	\$888.38
14469	42	645-311-02-00	\$964.16	\$935.76

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	43	645-311-03-00	\$961.41	\$888.38
14469	44	645-311-04-00	\$964.16	\$935.76
14469	45	645-311-05-00	\$961.41	\$888.38
14469	46	645-311-06-00	\$956.68	\$808.10
14469	47	645-311-07-00	\$961.41	\$888.38
14469	48	645-311-08-00	\$961.41	\$888.38
14469	49	645-311-09-00	\$964.16	\$935.76
14469	50	645-311-10-00	\$961.41	\$888.38
14469	51	645-311-11-00	\$961.41	\$888.38
14469	52	645-311-12-00	\$964.16	\$935.76
14469	53	645-311-13-00	\$961.41	\$888.38
14469	54	645-311-14-00	\$956.68	\$808.10
14469	55	645-311-15-00	\$907.58	\$881.10
14469	56	645-311-16-00	\$904.55	\$836.46
14469	57	645-311-17-00	\$907.58	\$881.10
14469	58	645-311-18-00	\$904.55	\$836.46
14469	59	645-311-19-00	\$956.68	\$808.10
14469	60	645-311-20-00	\$961.41	\$888.38
14469	61	645-311-21-00	\$961.41	\$888.38
14469	62	645-311-22-00	\$956.68	\$808.10
14469	63	645-311-23-00	\$964.16	\$935.76
14469	64	645-311-24-00	\$961.41	\$888.38
14469	65	645-311-25-00	\$961.41	\$888.38
14469	66	645-311-26-00	\$964.16	\$935.76
14469	67	645-311-27-00	\$961.41	\$888.38
14469	68	645-311-28-00	\$964.16	\$935.76
14469	69	645-311-29-00	\$961.41	\$888.38
14469	70	645-311-30-00	\$899.41	\$760.90
14469	71	645-311-31-00	\$904.55	\$836.46
14469	72	645-311-32-00	\$904.55	\$836.46
14469	73	645-311-33-00	\$907.58	\$881.10
14469	74	645-311-34-00	\$961.41	\$888.38
14469	75	645-311-35-00	\$961.41	\$888.38
14469	76	645-311-36-00	\$964.16	\$935.76
14469	77	645-311-37-00	\$964.16	\$935.76
14469	78	645-311-38-00	\$956.68	\$808.10
14469	79	645-311-39-00	\$964.16	\$935.76
14469	80	645-311-40-00	\$961.41	\$888.38
14469	81	645-311-41-00	\$961.41	\$888.38
14469	82	645-311-42-00	\$964.16	\$935.76
14469	83	645-311-43-00	\$961.41	\$888.38
14469	84	645-311-44-00	\$956.68	\$808.10

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	85	645-311-45-00	\$899.41	\$760.90
14469	86	645-311-46-00	\$904.55	\$836.46
14469	87	645-311-47-00	\$907.58	\$881.10
14469	88	645-311-48-00	\$904.55	\$836.46
14469	89	645-311-49-00	\$907.58	\$881.10
14469	90	645-311-50-00	\$904.55	\$836.46
14469	91	645-311-51-00	\$907.58	\$881.10
14469	92	645-311-52-00	\$904.55	\$836.46
14469	93	645-311-53-00	\$904.55	\$836.46
14469	94	645-311-54-00	\$904.55	\$836.46
14469	95	645-311-55-00	\$907.58	\$881.10
14469	96	645-311-56-00	\$904.55	\$836.46
14469	97	645-311-57-00	\$907.58	\$881.10
14469	98	645-311-58-00	\$899.41	\$760.90
14469	99	645-311-59-00	\$904.55	\$836.46
14469	100	645-312-01-00	\$904.55	\$836.46
14469	101	645-312-02-00	\$907.58	\$881.10
14469	102	645-312-03-00	\$904.55	\$836.46
14469	103	645-312-04-00	\$907.58	\$881.10
14469	104	645-312-05-00	\$904.55	\$836.46
14469	105	645-312-06-00	\$907.58	\$881.10
14469	106	645-312-07-00	\$904.55	\$836.46
14469	107	645-312-08-00	\$899.41	\$760.90
14469	108	645-312-09-00	\$907.58	\$881.10
14469	109	645-312-10-00	\$904.55	\$836.46
14469	110	645-312-11-00	\$907.58	\$881.10
14469	111	645-312-12-00	\$904.55	\$836.46
14469	112	645-312-13-00	\$907.58	\$881.10
14469	113	645-312-14-00	\$904.55	\$836.46
14469	114	645-312-15-00	\$907.58	\$881.10
14469	115	645-312-16-00	\$904.55	\$836.46
14469	116	645-312-17-00	\$904.55	\$836.46
14469	117	645-312-18-00	\$904.55	\$836.46
14469	118	645-312-19-00	\$899.41	\$760.90
14469	119	645-312-20-00	\$907.58	\$881.10
14469	120	645-312-21-00	\$904.55	\$836.46
14469	121	645-312-22-00	\$907.58	\$881.10
14469	122	645-312-23-00	\$904.55	\$836.46
14469	123	645-312-24-00	\$907.58	\$881.10
14469	124	645-312-25-00	\$904.55	\$836.46
14469	125	645-312-26-00	\$907.58	\$881.10
14469	126	645-312-27-00	\$899.41	\$760.90

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	127	645-312-28-00	\$904.55	\$836.46

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Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14469	128	645-312-29-00	\$904.55	\$836.46
14469	129	645-312-30-00	\$907.58	\$881.10
14469	130	645-312-31-00	\$899.41	\$760.90
14469	131	645-312-32-00	\$904.55	\$836.46
14469	132	645-312-33-00	\$899.41	\$760.90
14469	133	645-312-34-00	\$907.58	\$881.10
14469	134	645-312-35-00	\$904.55	\$836.46
14469	135	645-312-36-00	\$907.58	\$881.10
14469	136	645-312-37-00	\$904.55	\$836.46
14469	137	645-312-38-00	\$899.41	\$760.90
14469	138	645-312-39-00	\$904.55	\$836.46
14469	139	645-312-40-00	\$899.41	\$760.90
14469	140	645-312-41-00	\$907.58	\$881.10
14469	141	645-312-42-00	\$904.55	\$836.46
14469	142	645-312-43-00	\$907.58	\$881.10
14469	143	645-312-44-00	\$904.55	\$836.46
14469	144	645-312-45-00	\$907.58	\$881.10
14469	145	645-312-46-00	\$904.55	\$836.46
14469	146	645-312-47-00	\$904.55	\$836.46
14469	147	645-312-48-00	\$904.55	\$836.46
14469	148	645-312-49-00	\$904.55	\$836.46
14469	149	645-312-50-00	\$887.52	\$819.80
14469	150	645-312-51-00	\$889.91	\$863.58
14469	151	645-312-52-00	\$887.52	\$819.80
14469	152	645-312-53-00	\$887.52	\$819.80
14469	153	645-312-54-00	\$883.53	\$745.76
14469	154	645-312-55-00	\$889.91	\$863.58
14469	155	645-312-56-00	\$887.52	\$819.80
14469	156	645-312-57-00	\$887.52	\$819.80
14469	157	645-312-58-00	\$889.91	\$863.58
14469	158	645-312-59-00	\$887.52	\$819.80
14469	159	645-312-60-00	\$883.53	\$745.76
14469	160	645-312-61-00	\$887.52	\$819.80
14469	C	645-312-62-00	\$0.00	\$0.00
14730	1	645-340-01-00	\$1,344.01	\$1,344.00
14730	2	645-340-02-00	\$1,038.73	\$1,008.00
14730	3	645-340-03-00	\$1,038.73	\$1,008.00
14730	4	645-340-04-00	\$1,344.01	\$1,344.00
14730	5	645-340-05-00	\$1,086.61	\$1,086.60
14730	6	645-340-06-00	\$1,344.01	\$1,344.00
14730	7	645-340-07-00	\$1,086.61	\$1,086.60
14730	8	645-340-08-00	\$1,344.01	\$1,344.00

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2021/2022 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14730	9	645-340-09-00	\$1,038.73	\$1,008.00
14730	10	645-340-10-00	\$1,086.61	\$1,086.60
14730	11	645-340-11-00	\$1,344.01	\$1,344.00
14730	12	645-340-12-00	\$1,038.73	\$1,008.00
14730	13	645-340-13-00	\$1,344.01	\$1,344.00
14730	14	645-340-14-00	\$1,086.61	\$1,086.60
14730	15	645-340-15-00	\$1,349.93	\$1,349.92
14730	16	645-340-16-00	\$1,091.43	\$1,091.42
14730	17	645-340-17-00	\$1,349.93	\$1,349.92
14730	18	645-340-18-00	\$1,091.43	\$1,091.42
14730	19	645-340-19-00	\$1,043.30	\$1,012.46
14730	20	645-340-20-00	\$1,091.43	\$1,091.42
14730	21	645-340-21-00	\$1,349.93	\$1,349.92
14730	22	645-340-22-00	\$1,043.30	\$1,012.46
14730	23	645-340-23-00	\$1,349.93	\$1,349.92
14730	153	645-340-24-00	\$1,091.43	\$1,091.42
14730	154	645-340-25-00	\$1,035.68	\$874.32
14730	155	645-340-26-00	\$1,043.30	\$1,012.46
14730	156	645-340-27-00	\$1,035.68	\$874.32
14730	157	645-340-28-00	\$1,344.01	\$1,344.00
14730	158	645-340-29-00	\$1,086.61	\$1,086.60
14730	159	645-340-30-00	\$1,038.73	\$1,008.00
14730	160	645-340-31-00	\$1,344.01	\$1,344.00
14730	161	645-340-32-00	\$1,086.61	\$1,086.60
14730	162	645-340-33-00	\$1,344.01	\$1,344.00
14730	163	645-340-34-00	\$1,038.73	\$1,008.00
14730	164	645-340-35-00	\$1,344.01	\$1,344.00
14730	165	645-340-36-00	\$1,038.73	\$1,008.00
14730	166	645-340-37-00	\$1,344.01	\$1,344.00
14730	167	645-340-38-00	\$1,086.61	\$1,086.60
14730	168	645-340-39-00	\$1,344.01	\$1,344.00
14730	169	645-340-40-00	\$1,038.73	\$1,008.00
14730	170	645-340-41-00	\$1,344.01	\$1,344.00
14730	171	645-340-42-00	\$1,086.61	\$1,086.60
14730	172	645-340-43-00	\$1,344.01	\$1,344.00
14730	173	645-340-44-00	\$1,038.73	\$1,008.00
14730	174	645-340-45-00	\$1,344.01	\$1,344.00
14730	175	645-340-46-00	\$1,038.73	\$1,008.00
14730	176	645-340-47-00	\$1,086.61	\$1,086.60
14730	177	645-340-48-00	\$1,344.01	\$1,344.00
14730	178	645-340-49-00	\$1,031.28	\$870.46
14730	179	645-340-50-00	\$1,086.61	\$1,086.60

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2021/2022 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14730	A	645-340-51-00	\$0.00	\$0.00
14730	NA	645-340-52-00	\$0.00	\$0.00
14730	24	645-341-01-00	\$1,043.30	\$1,012.46
14730	25	645-341-02-00	\$1,091.43	\$1,091.42
14730	26	645-341-03-00	\$1,043.30	\$1,012.46
14730	27	645-341-04-00	\$1,349.93	\$1,349.92
14730	28	645-341-05-00	\$1,091.43	\$1,091.42
14730	29	645-341-06-00	\$1,349.93	\$1,349.92
14730	30	645-341-07-00	\$1,050.31	\$1,019.28
14730	31	645-341-08-00	\$1,359.05	\$1,359.04
14730	32	645-341-09-00	\$1,098.80	\$1,098.78
14730	33	645-341-10-00	\$1,359.05	\$1,359.04
14730	34	645-341-11-00	\$1,050.31	\$1,019.28
14730	35	645-341-12-00	\$1,359.05	\$1,359.04
14730	36	645-341-13-00	\$964.16	\$935.76
14730	37	645-341-14-00	\$956.68	\$808.10
14730	38	645-341-15-00	\$964.16	\$935.76
14730	39	645-341-16-00	\$1,008.77	\$1,008.76
14730	40	645-341-17-00	\$1,098.80	\$1,098.78
14730	41	645-341-18-00	\$1,038.73	\$1,008.00
14730	42	645-341-19-00	\$1,344.01	\$1,344.00
14730	43	645-341-20-00	\$1,031.28	\$870.46
14730	44	645-341-21-00	\$1,265.72	\$1,265.70
14730	45	645-341-22-00	\$1,344.01	\$1,344.00
14730	46	645-341-23-00	\$1,038.73	\$1,008.00
14730	47	645-341-24-00	\$1,344.01	\$1,344.00
14730	48	645-341-25-00	\$1,086.61	\$1,086.60
14730	49	645-341-26-00	\$1,344.01	\$1,344.00
14730	50	645-341-27-00	\$1,038.73	\$1,008.00
14730	51	645-341-28-00	\$1,086.61	\$1,086.60
14730	52	645-341-29-00	\$1,038.73	\$1,008.00
14730	53	645-341-30-00	\$1,265.72	\$1,265.70
14730	54	645-341-31-00	\$1,023.32	\$1,023.32
14730	55	645-341-32-00	\$1,265.72	\$1,265.70
14730	56	645-341-33-00	\$978.05	\$949.28
14730	91	645-341-34-00	\$1,265.72	\$1,265.70
14730	92	645-341-35-00	\$978.05	\$949.28
14730	93	645-341-36-00	\$978.05	\$949.28
14730	94	645-341-37-00	\$1,265.72	\$1,265.70
14730	95	645-341-38-00	\$1,023.32	\$1,023.32
14730	96	645-341-39-00	\$1,265.72	\$1,265.70
14730	97	645-341-40-00	\$1,023.32	\$1,023.32

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2021/2022 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14730	98	645-341-41-00	\$978.05	\$949.28
14730	99	645-341-42-00	\$1,023.32	\$1,023.32
14730	100	645-341-43-00	\$1,265.72	\$1,265.70
14730	101	645-341-44-00	\$1,023.32	\$1,023.32
14730	123	645-341-45-00	\$1,023.32	\$1,023.32
14730	124	645-341-46-00	\$1,265.72	\$1,265.70
14730	125	645-341-47-00	\$1,023.32	\$1,023.32
14730	126	645-341-48-00	\$978.05	\$949.28
14730	127	645-341-49-00	\$1,265.72	\$1,265.70
14730	128	645-341-50-00	\$1,023.32	\$1,023.32
14730	129	645-341-51-00	\$1,265.72	\$1,265.70
14730	130	645-341-52-00	\$978.05	\$949.28
14730	131	645-341-53-00	\$1,086.61	\$1,086.60
14730	132	645-341-54-00	\$1,031.28	\$870.46
14730	133	645-341-55-00	\$1,344.01	\$1,344.00
14730	134	645-341-56-00	\$1,050.31	\$1,019.28
14730	135	645-341-57-00	\$1,098.80	\$1,098.78
14730	136	645-341-58-00	\$1,359.05	\$1,359.04
14730	137	645-341-59-00	\$1,050.31	\$1,019.28
14730	138	645-341-60-00	\$1,098.80	\$1,098.78
14730	139	645-341-61-00	\$1,042.58	\$880.24
14730	140	645-341-62-00	\$1,359.05	\$1,359.04
14730	141	645-341-63-00	\$1,098.80	\$1,098.78
14730	142	645-341-64-00	\$1,359.05	\$1,359.04
14730	143	645-341-65-00	\$1,098.80	\$1,098.78
14730	144	645-341-66-00	\$1,359.05	\$1,359.04
14730	145	645-341-67-00	\$1,098.80	\$1,098.78
14730	146	645-341-68-00	\$1,098.80	\$1,098.78
14730	147	645-341-69-00	\$0.00	\$0.00
14730	148	645-341-70-00	\$1,050.31	\$1,019.28
14730	149	645-341-71-00	\$1,359.05	\$1,359.04
14730	150	645-341-72-00	\$1,098.80	\$1,098.78
14730	151	645-341-73-00	\$1,349.93	\$1,349.92
14730	152	645-341-74-00	\$1,040.94	\$961.14
14730	B	645-341-75-00	\$0.00	\$0.00
14730	F	645-341-76-00	\$0.00	\$0.00
14730	G	645-341-77-00	\$0.00	\$0.00
14730	57	645-342-01-00	\$1,023.32	\$1,023.32
14730	58	645-342-02-00	\$1,265.72	\$1,265.70
14730	59	645-342-03-00	\$978.05	\$949.28
14730	60	645-342-04-00	\$970.27	\$819.74
14730	61	645-342-05-00	\$1,265.72	\$1,265.70

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2021/2022 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14730	62	645-342-06-00	\$978.05	\$949.28
14730	63	645-342-07-00	\$978.05	\$949.28
14730	64	645-342-08-00	\$1,265.72	\$1,265.70
14730	65	645-342-09-00	\$978.05	\$949.28
14730	66	645-342-10-00	\$1,265.72	\$1,265.70
14730	67	645-342-11-00	\$978.05	\$949.28
14730	68	645-342-12-00	\$1,265.72	\$1,265.70
14730	69	645-342-13-00	\$1,023.32	\$1,023.32
14730	70	645-342-14-00	\$970.27	\$819.74
14730	71	645-342-15-00	\$1,265.72	\$1,265.70
14730	72	645-342-16-00	\$978.05	\$949.28
14730	73	645-342-17-00	\$1,023.32	\$1,023.32
14730	74	645-342-18-00	\$1,265.72	\$1,265.70
14730	75	645-342-19-00	\$1,023.32	\$1,023.32
14730	76	645-342-20-00	\$978.05	\$949.28
14730	77	645-342-21-00	\$1,265.72	\$1,265.70
14730	78	645-342-22-00	\$1,023.32	\$1,023.32
14730	79	645-342-23-00	\$1,265.72	\$1,265.70
14730	80	645-342-24-00	\$1,265.72	\$1,265.70
14730	81	645-342-25-00	\$978.05	\$949.28
14730	82	645-342-26-00	\$1,265.72	\$1,265.70
14730	83	645-342-27-00	\$978.05	\$949.28
14730	84	645-342-28-00	\$978.05	\$949.28
14730	85	645-342-29-00	\$1,265.72	\$1,265.70
14730	86	645-342-30-00	\$978.05	\$949.28
14730	87	645-342-31-00	\$1,265.72	\$1,265.70
14730	88	645-342-32-00	\$978.05	\$949.28
14730	89	645-342-33-00	\$1,265.72	\$1,265.70
14730	90	645-342-34-00	\$970.27	\$819.74
14730	102	645-342-35-00	\$1,265.72	\$1,265.70
14730	103	645-342-36-00	\$1,023.32	\$1,023.32
14730	104	645-342-37-00	\$1,265.72	\$1,265.70
14730	105	645-342-38-00	\$978.05	\$949.28
14730	106	645-342-39-00	\$1,265.72	\$1,265.70
14730	107	645-342-40-00	\$978.05	\$949.28
14730	108	645-342-41-00	\$1,265.72	\$1,265.70
14730	109	645-342-42-00	\$970.27	\$819.74
14730	110	645-342-43-00	\$978.05	\$949.28
14730	111	645-342-44-00	\$1,265.72	\$1,265.70
14730	112	645-342-45-00	\$978.05	\$949.28
14730	113	645-342-46-00	\$978.05	\$949.28
14730	114	645-342-47-00	\$1,265.72	\$1,265.70

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2021/2022 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14730	115	645-342-48-00	\$1,265.72	\$1,265.70
14730	116	645-342-49-00	\$978.05	\$949.28
14730	117	645-342-50-00	\$978.05	\$949.28
14730	118	645-342-51-00	\$978.05	\$949.28
14730	119	645-342-52-00	\$978.05	\$949.28
14730	120	645-342-53-00	\$978.05	\$949.28
14730	121	645-342-54-00	\$1,265.72	\$1,265.70
14730	122	645-342-55-00	\$970.27	\$819.74
14730	C	645-342-56-00	\$0.00	\$0.00
14730	D	645-342-57-00	\$0.00	\$0.00
14730	H	645-342-58-00	\$0.00	\$0.00
14900	1	645-370-01-00	\$978.05	\$949.28
14900	2	645-370-02-00	\$1,023.32	\$1,023.32
14900	3	645-370-03-00	\$1,023.32	\$1,023.32
14900	4	645-370-04-00	\$978.05	\$949.28
14900	5	645-370-05-00	\$1,023.32	\$1,023.32
14900	6	645-370-06-00	\$1,023.32	\$1,023.32
14900	9	645-370-09-00	\$1,023.32	\$1,023.32
14900	10	645-370-10-00	\$1,023.32	\$1,023.32
14900	11	645-370-11-00	\$978.05	\$949.28
14900	12	645-370-12-00	\$978.05	\$949.28
14900	13	645-370-13-00	\$1,023.32	\$1,023.32
14900	14	645-370-14-00	\$1,023.32	\$1,023.32
14900	15	645-370-15-00	\$978.05	\$949.28
14900	16	645-370-16-00	\$1,023.32	\$1,023.32
14900	17	645-370-17-00	\$978.05	\$949.28
14900	18	645-370-18-00	\$1,023.32	\$1,023.32
14900	19	645-370-19-00	\$978.05	\$949.28
14900	20	645-370-20-00	\$1,023.32	\$1,023.32
14900	21	645-370-21-00	\$1,023.32	\$1,023.32
14900	22	645-370-22-00	\$978.05	\$949.28
14900	23	645-370-23-00	\$1,023.32	\$1,023.32
14900	24	645-370-24-00	\$1,023.32	\$1,023.32
14900	25	645-370-25-00	\$978.05	\$949.28
14900	26	645-370-26-00	\$978.05	\$949.28
14900	27	645-370-27-00	\$1,023.32	\$1,023.32
14900	28	645-370-28-00	\$978.05	\$949.28
14900	29	645-370-29-00	\$1,023.32	\$1,023.32
14900	30	645-370-30-00	\$978.05	\$949.28
14900	31	645-370-31-00	\$1,023.32	\$1,023.32
14900	32	645-370-32-00	\$1,023.32	\$1,023.32
14900	33	645-370-33-00	\$1,023.32	\$1,023.32

San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2021/2022 Special Tax Roll

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
14900	34	645-370-34-00	\$978.05	\$949.28
14900	35	645-370-35-00	\$978.05	\$949.28
14900	36	645-370-36-00	\$1,023.32	\$1,023.32
14900	37	645-370-37-00	\$1,023.32	\$1,023.32
14900	38	645-370-38-00	\$978.05	\$949.28
14900	39	645-370-39-00	\$1,023.32	\$1,023.32
14900	40	645-370-40-00	\$978.05	\$949.28
14900	41	645-370-41-00	\$1,023.32	\$1,023.32
14900	42	645-370-42-00	\$978.05	\$949.28
14900	43	645-370-43-00	\$1,023.32	\$1,023.32
14900	44	645-370-44-00	\$978.05	\$949.28
14900	45	645-370-45-00	\$1,023.32	\$1,023.32
14900	46	645-370-46-00	\$1,023.32	\$1,023.32
14900	47	645-370-47-00	\$978.05	\$949.28
14730	A	645-370-48-00	\$0.00	\$0.00
14900	B	645-370-49-00	\$0.00	\$0.00
14900	C	645-370-50-00	\$0.00	\$0.00
14900	D	645-370-51-00	\$0.00	\$0.00
14900	E	645-370-52-00	\$0.00	\$0.00
14900	F	645-370-53-00	\$0.00	\$0.00
19831	PAR 1	645-370-54-00	\$1,023.32	\$1,023.32
19831	PAR 2	645-370-55-00	\$978.05	\$949.28
15157	1	645-380-01-00	\$0.00	\$0.00
15157	2	645-380-02-00	\$0.00	\$0.00
15157	3	645-380-03-00	\$13,903.21	\$0.00
15157	4	645-380-04-00	\$55,206.61	\$0.00
15157	5	645-380-05-00	\$13,854.01	\$0.00
15157	6	645-380-06-00	\$0.00	\$0.00
15157	A	645-380-11-00	\$0.00	\$0.00
20870	PAR 1	645-380-12-00	\$0.00	\$0.00
20870	PAR 2	645-380-13-00	\$0.00	\$0.00
15157	PAR 3	645-380-14-00	\$0.00	\$0.00
15496	1	645-390-01-00	\$230,691.53	\$230,691.52
15496	2	645-390-02-00	\$221,839.40	\$221,808.54
15496	3	645-390-03-00	\$31,097.72	\$0.00
15496	A	645-390-04-00	\$0.00	\$0.00
15496	B	645-390-05-00	\$0.00	\$0.00
15496	C	645-390-06-00	\$0.00	\$0.00
15496	D	645-390-07-00	\$0.00	\$0.00

**San Ysidro School District
Community Facilities District No. 3
Fiscal Year 2021/2022 Special Tax Roll**

Tract	Lot	Assessor's Parcel Number	Maximum Special Tax	Assigned Special Tax
15496	E	645-390-08-00	\$0.00	\$0.00

Total Parcels	1,805
Total Taxable Parcels	1,642
Total Maximum Annual Special Tax	\$2,838,071.83
Total Assigned Special Tax	\$2,219,672.50

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 15, 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: 11.6 FIRST READING AND ADOPTION OF REVISED BOARD POLICY AND ADMINISTRATIVE REGULATION 6158 - INDEPENDENT STUDY

BACKGROUND INFORMATION:

Based on the new AB 130, The San Ysidro School District needs to revise Board Policy and Administrative Regulation 6158 to ensure all components of AB 130 are included. These revisions will also be part of the Virtual Learning Academy's Independent Study contract.

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.

RECOMMENDATION:

Approve the first reading and adoption of revised board policy and administrative regulation 6158 - Independent Study to include AB130 language

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

REVISED

Board Policy 6158: Independent Study

The Board of Education 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 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 independent study program will provide content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. (Education Code 51745(c))

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.

A student's participation in independent study shall be voluntary. 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)

Parents/guardians of students who are interested in independent study shall contact the Superintendent or designee. The Superintendent or designee shall 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 would in the regular classroom setting.

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

Written 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. (Education Code 51747, 51749.5)

The master agreement shall specify the length of time in which each independent study assignment must be completed and otherwise meet legal requirements. (Education Code 51747(g)) . 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 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. (Education Code 51747(a))

The current written agreement for each student shall be maintained on file and shall include the content outlined in the administrative regulation accompanying this policy

Best Interests Evaluation

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study, or whether the student should return to the regular school program, whenever: (1) 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; or (2) the student fails to make satisfactory educational progress. "Satisfactory educational progress" shall be determined based on all of the following indicators:

- (a) 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 student engagement set forth in Education Code 52060(d)(4) and (5) (as referenced in the district's LCAP);
- (b) the completion of assignments, assessments, or other indicators that evidence that the student is working on assignments;
- (c) learning required concepts, as determined by the supervising teacher; and
- (d) progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

A written record of the findings of any evaluation made pursuant to this paragraph shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and, if the student transfers to another California public school, the record shall be forwarded to that school. (Education Code 51745(b))

Tiered Reengagement Strategies

If a student does not generate attendance for more than three school days or 60 percent of the instructional days in a school week, or if a student is in violation of the written agreement, the district will implement procedures for tiered reengagement strategies for that student. (Education Code 51747(d)) These procedures shall include at least the following:

- (1) Verification of current contact information for each enrolled student.
- (2) Notification to parents or 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 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, consistent with the best interests evaluation process outlined in this policy. The conference shall involve, at a minimum, all parties who signed the student's written independent study agreement.

Synchronous Instruction and Live Interaction

For students in transitional kindergarten and grades 1 to 3, inclusive, the independent study program shall provide opportunities for daily synchronous instruction for all students throughout the school year.

For students in grades 4 to 8, inclusive, the independent study program shall provide opportunities for both daily live interaction and at least weekly synchronous instruction for all students throughout the school year. (Education Code 41747(e))

"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.

"Live interaction" means interaction between the student and district 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.

Return to In-Person Instruction

If a student's family wishes the student to return to in-person instruction from independent study, the parent/guardian shall contact the independent study 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. (Education Code 41747(f))

For 2021-2022 School Year Only

For the 2021-22 school year only, the District shall offer independent study to meet the educational needs of students. (Education Code 51745(a))

For the 2021-22 school year only, the District shall obtain a signed written agreement for independent study from the student's parent or legal guardian, 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 student no later than 30 days after the first day of instruction. This 30-day grace period for an agreement does not relieve the District from the obligation to comply with any new requirements added by AB 130 upon commencement of instruction for a participating student in the 2021-22 school year. (Education Code 51747(h))

For the 2021-22 school year only, the District shall notify the parents and guardians of all enrolled students of their options to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall include written information on the District's internet website, including, but not limited to, the right to request a student-parent-educator conference

meeting before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the synchronous and asynchronous instructional time that a student will have access to as part of independent study. If 15 percent or more of the students enrolled in the District speak a single primary language other than English, the written information shall be written in the primary language, in addition to English.

Before signing a written independent study agreement, and upon the request of the parent or guardian of a student, the District shall conduct a phone, videoconference, or in-person student-parent-educator conference (involving all signatories to the agreement) or other school meeting during which the student, parent or guardian, and, if requested by the student or parent, an education advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study, before making the decision about enrollment or disenrollment in the various options for learning.

Policy 6158: Independent Study

Status: ADOPTED

Original Adopted Date: 07/11/2019 | Last Reviewed Date: 07/11/2019

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Parents/guardians of students who are interested in independent study shall contact the Superintendent or designee. The Superintendent or designee shall 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 would in the regular classroom setting.

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

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.

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

5 CCR 19819

Ed. Code 17289

Ed. Code 41976.2

Ed. Code 42238

Ed. Code 42238.05

Ed. Code 44865

Ed. Code 46200-46208

Description

Independent study

State audit compliance

Exemption for facilities

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

Ed. Code 46300-46307.1	Methods of computing average daily attendance
Ed. Code 47612.5	Charter schools operations, general requirements
Ed. Code 48204	Residency requirements for school attendance
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	High school graduation
Ed. Code 51745-51749.6	Independent study
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	Authorization affidavits

Federal References

20 USC 6301

Description

Highly qualified teachers

Management Resources References

California Department of Education
Publication

Court Decision

Education Audit Appeals Panel Decision

Website

Website

Website

Description

Elements of Exemplary Independent Study

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

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

California Consortium for Independent Study -
<https://simbli.eboardsolutions.com/SU/6EJ9KJRdGGplusAXslshfOR6gplusRQ==>

California Department of Education, Independent Study -
<https://simbli.eboardsolutions.com/SU/aXxHIGl4L70pDRS6Jnl2Jw==>

Education Audit Appeals Panel -
<https://simbli.eboardsolutions.com/SU/6VovW08Qz3ek2v0oFNslshtMg==>

Cross References

0410

0420.4

0420.4

0470

0500

3260

Description

Nondiscrimination In District Programs And Activities -
<https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJkmjn5yXsQ==>

Charter School Authorization -
<https://simbli.eboardsolutions.com/SU/N2NPHhZkoR4HzmLplusslshGJlqg==>

Charter School Authorization -
<https://simbli.eboardsolutions.com/SU/xHeL5G0IW17kzaIF57slshdzA==>

COVID-19 Mitigation Plan -
<https://simbli.eboardsolutions.com/SU/SiSNfRBCgke1plusJnTsbDR8w==>

Accountability -
<https://simbli.eboardsolutions.com/SU/8OSp14MQoBm0c5h903CVjA==>

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/BEy9zuPlfTW5TQjPpTt55Q==
4112.2	Certification - https://simbli.eboardsolutions.com/SU/Qslsh03yMjDLRtnIQ7wtNmjLA==
4112.2	Certification - https://simbli.eboardsolutions.com/SU/AXaYWsoBkMdlXi32NkoE8Q==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/kJqyGLZ6NEslsh0VJCcrln0A==
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/fGeSjWun3Qmomh2esiT8pQ==
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/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/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/PBpluszOplusLhpnpyq3plusxAsYOCg==
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==
6183	Home And Hospital Instruction - https://simbli.eboardsolutions.com/SU/MyV2GJCiJDDplusHlvzjadf6Q==

REVISED

Regulation 6158: Independent Study

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
9. 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)

Regulation 6158: Independent Study

Status: ADOPTED

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

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.

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 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
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
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
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

The district shall 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 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.

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.

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 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
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

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. 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

When the student has 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)

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.

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 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)

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 a daily or hourly attendance register in accordance with item #4 in the section on "Records" below
5. Providing direct instruction and counsel as necessary for individual student success
6. Regularly meeting with the student to discuss the student's progress
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

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; 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

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)

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

State References	Description
5 CCR 11700-11703	Independent study
5 CCR 19819	State audit compliance
Ed. Code 17289	Exemption for facilities
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 47612.5	Charter schools operations, general requirements
Ed. Code 48204	Residency requirements for school attendance
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	High school graduation
Ed. Code 51745-51749.6	Independent study
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	Authorization affidavits

Federal References

Federal References	Description
20 USC 6301	Highly qualified teachers

Management Resources References

Description

California Department of Education
Publication

Court Decision

Education Audit Appeals Panel Decision

Website

Website

Website

Elements of Exemplary Independent Study

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

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

California Consortium for Independent Study -
<https://simbli.eboardsolutions.com/SU/6EJ9KJRdGGplusAXslshfOR6gplusRQ==>

California Department of Education, Independent Study -
<https://simbli.eboardsolutions.com/SU/aXxHIGl4L70pDRS6Jnl2Jw==>

Education Audit Appeals Panel -
<https://simbli.eboardsolutions.com/SU/6VovW08Qz3ek2v0oFNslshtMg==>

Cross References

0410

0420.4

0420.4

0470

0500

3260

3260

3580

3580

4112.2

4112.2

4131

5111.1

5111.1

5113

5113

5121

5121

5125

Description

Nondiscrimination In District Programs And Activities -
<https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==>

Charter School Authorization -
<https://simbli.eboardsolutions.com/SU/N2NPHhZkoR4HzmLplusslshGJlqg==>

Charter School Authorization -
<https://simbli.eboardsolutions.com/SU/xHeL5G0IW17kzaIF57slshdzA==>

COVID-19 Mitigation Plan -
<https://simbli.eboardsolutions.com/SU/SiSNfRBCgke1plusJnTsbDR8w==>

Accountability -
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Fees And Charges -
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Fees And Charges -
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District Records -
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District Records -
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Certification -
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Certification -
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Staff Development -
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District Residency -
<https://simbli.eboardsolutions.com/SU/GPT61WhRNQ8pHfa3UXX8Ng==>

District Residency -
<https://simbli.eboardsolutions.com/SU/Bgrve0Gbkwy2h7YR9OcBmQ==>

Absences And Excuses -
<https://simbli.eboardsolutions.com/SU/sXmiPExcpyoFC82JNOLAdg==>

Absences And Excuses -
<https://simbli.eboardsolutions.com/SU/Z0Dyplus5qyorjeqq8Cv0xpw==>

Grades/Evaluation Of Student Achievement -
<https://simbli.eboardsolutions.com/SU/qxIKnSvFsbuzP7KEplusPprg==>

Grades/Evaluation Of Student Achievement -
<https://simbli.eboardsolutions.com/SU/UQ1O4LHoybrplusXuDXP09uw==>

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/fGeSjWun3Qmomh2esiT8pQ==
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/KSPkwap1CYkslshmj6TAgAQ==
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/PBpluszOplusLhpnpyq3plusxAsYOCg==
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==

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 15, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: LONG RANGE MASTER FACILITIES IMPLEMENTATION PLAN

BACKGROUND INFORMATION:

A comprehensive Long Range Master Facilities Plan (LRMFP) is an essential element of a district's planning process. The LRMFP provides the district with information regarding current and future needs for student housing, quality of the existing facilities, and facilities renovation and expansion requirements to support the district's educational and programmatic goals. Additionally, the LRMFP also assists a district in identifying funding needs for capital improvement and developing financing options and includes accurate projections regarding enrollment, careful determination of school site capacity, consideration of educational specifications, a detailed needs assessment and conclusions and recommendations about the availability and timing of financing and funding.

The Implementation Plan, is a roadmap that will help guide facilities decisions over the next 15 to 20 years. The LRFMP Implementation Plan is assembled around the District's guiding facilities principles of security, technology, evolution, maintenance, parity, and sustainability.

RECOMMENDATION:

Approve the District's 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, will be available to answer questions from the 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)

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



San Ysidro School District

Long Range Master Facilities Implementation Plan

Millions	Site	Increment One	Site	Increment Two	Site	Increment Three	Site	Increment Four
\$ 28	BYR	Community Center	SYMS	Modernization	SYMS	Modernization	WLW	New Restroom
\$ 27							OVH	New Wing
\$ 26								
\$ 25								
\$ 24							VDM	Misc Renovation
\$ 23								
\$ 22								
\$ 21			CDC	La Mirada Wing			VDM	PE Building
\$ 20								
\$ 19								
\$ 18	SYMS	Central Kitchen	CDC	La Mirada Remodel			DO	Renovation Original Bldg
\$ 17								
\$ 16								
\$ 15								
\$ 14			SMY	New Secure Entry/Office			DO	Addition
\$ 13								
\$ 12			LM	New Secure Entry/Office				
\$ 11								
\$ 10			ALL	HVAC / Roofing	ALL	HVAC / Roofing	ALL	HVAC / Roofing
\$ 9								
\$ 8	ALL	Modz Planning						
\$ 7			ALL	Site Development	ALL	Site Development	ALL	Site Development
\$ 6								
\$ 5			ALL	Technology		Technology		Technology
\$ 4								
\$ 3			ALL	Furniture	ALL	Furniture	ALL	Furniture
\$ 2								
\$ 1								

Board approved: _____

SAN YSIDRO SCHOOL DISTRICT **GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 15, 2021

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

FROM:
Human Resources ☐ Informational
Linda Gonzales, Executive Director ☒ Action

AGENDA ITEM: APPROVE CALENDAR FOR CERTIFICATED CABINET POSITIONS

BACKGROUND INFORMATION:

In order to establish the 2021-2022 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Certificated Cabinet Calendar Work Calendar for the 2021-2022 school year. Employees on the Certificated Cabinet Calendar Work Calendar must select 20 non-work days with approval from the Superintendent.

RECOMMENDATION:

Approve the 2021-2022 Certificated Cabinet Work Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

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

Financial Implications?

☐ Yes ☒ No

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

☐ Yes ☐ No

Requisition #

--

N/A

(Amount)

--

(Name of funding source and/or location)

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

2021-2022

SAN YSIDRO SCHOOL DISTRICT
Certificated Cabinet
225 work year

Board Approved: _____

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
July, 2021									
			1	2					7/5 - In lieu of Independence Day - Legal Holiday
5	6	7	8	9					
12	13	14	15	16					
19	20	21	22	23					
26	27	28	29	30	5	21	1	0	7/26 - First Day for Students
August, 2021									
2	3	4	5	6					
9	10	11	12	13					
16	17	18	19	20					
23	24	25	26	27					
30	31				22	22	0	0	
September, 2021									
		1	2	3					
6	7	8	9	10					9/6 - Labor Day - Legal Holiday
13	14	15	16	17					
20	21	22	23	24					9/20 - 10/1 Fall Break
27	28	29	30		12	21	1	0	
October, 2021									
				1					
4	5	6	7	8					10/4 - Students Return
11	12	13	14	15					10/8 - Progress Report #1 (middle)
18	19	20	21	22					10/11 - 10/15 Parent Conferences (middle)
25	26	27	28	29	20	21	0	0	
November, 2021									
1	2	3	4	5					11/5 - End of first trimester (64 days - elementary)
8	9	10	11	12					11/11 - Veteran's Day - Legal Holiday
15	16	17	18	19					11/15 - 11/19 Parent Conferences (elementary)
22	23	24	25	26					11/25 - 11/26 Thanksgiving - Legal and Local Holidays
29	30				16	19	3	0	
December, 2021									
		1	2	3					12/17 - End of first semester (88 days - middle)
6	7	8	9	10					12/20 - 1/7 Winter Break
13	14	15	16	17					12/23 - In lieu of Christmas Day - Legal Holiday
20	21	22	23	24					12/24 - Christmas Eve - Legal Holiday
27	28	29	30	31	13	20	3	0	12/31 - New Year's Eve - Legal Holiday

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
January, 2022									
3	4	5	6	7					1/3 - New Year's Day - Legal Holiday
10	11	12	13	14					1/11 - Students Return
17	18	19	20	21					1/17 - Martin Luther King Jr. - Legal Holiday
24	25	26	27	28					
31					14	19	2	0	
February, 2022									
	1	2	3	4					
7	8	9	10	11					
14	15	16	17	18					2/18 - A. Lincoln - Legal Holiday
21	22	23	24	25					2/21 - G. Washington - Legal Holiday
28					18	18	2	0	
March, 2022									
	1	2	3	4					3/4 - End of second trimester (60 days - elementary)
7	8	9	10	11					3/11 - Progress Report #2 (middle)
14	15	16	17	18					3/14 - 3/18 Parent Conferences (elementary & middle)
21	22	23	24	25					3/21 - 4/1 Spring Break
28	29	30	31		14	21	2	0	3/30 - 3/31 - Spring & Cesar Chavez Holidays
April, 2022									
				1					
4	5	6	7	8					4/5 - Students Return
11	12	13	14	15					
18	19	20	21	22					
25	26	27	28	29	19	20	0	1	
May, 2022									
2	3	4	5	6					
9	10	11	12	13					
16	17	18	19	20					
23	24	25	26	27					
30	31				21	21	1	0	5/30 - Memorial Day - Legal Holiday
June, 2022									
		1	2	3					
6	7	8	9	10					6/8 - Last Day for Students
13	14	15	16	17					6/8 - End of third trimester (56 days - elementary)
20	21	22	23	24					6/8 - End of second semester (92 days - middle)
27	28	29	30		6	22	0	0	

Certificated Cabinet members must select 20 non-work days with approval from the Superintendent

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 15, 2021

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

FROM:
Human Resources ☐ Informational
Linda Gonzales, Executive Director ☒ Action

AGENDA ITEM: 2021-2022 CLASSIFIED MANAGEMENT & CONFIDENTIAL WORK
CALENDAR

BACKGROUND INFORMATION:

In order to establish the 2021-2022 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Revised Classified Management & Confidential Work Calendar for the 2021-2022 school year.

RECOMMENDATION:

Approve the Revised 2021-2022 Classified Management & Confidential Work Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

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

Financial Implications?

☐ Yes ☒ No

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

☐ Yes ☐ No

Requisition #

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N/A

(Amount)

--

(Name of funding source and/or location)

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

2021-2022

SAN YSIDRO SCHOOL DISTRICT
Classified Management & Confidential
260 Work Year

Board Approved: _____

Work Days	243
Holidays	17
Non-Work Days	1

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

July, 2021

			1	2						7/5 - In lieu of Independence Day - Legal Holiday
5	6	7	8	9						
12	13	14	15	16						
19	20	21	22	23						
26	27	28	29	30	5	21	1	0	0	

August, 2021

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

September, 2021

	1	2	3							
6	7	8	9	10						9/6 - Labor Day - Legal Holiday
13	14	15	16	17						
20	21	22	23	24						9/20 - 10/1 Student Fall Break
27	28	29	30		12	21	1	0	0	

October, 2021

				1						
4	5	6	7	8						
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	20	21	0	0	0	

November, 2021

1	2	3	4	5						
8	9	10	11	12						11/11 - Veteran's Day - Legal Holiday
15	16	17	18	19						11/24 - Admission Day - Legal Holiday
22	23	24	25	26						11/25 - Thanksgiving - Legal Holiday
29	30				16	18	4	0	0	11/26 - Thanksgiving - Local Holiday

December, 2021

		1	2	3						12/20 - 1/10 Student Winter Break
6	7	8	9	10						12/23 - In lieu of Christmas Day - Legal Holiday
13	14	15	16	17						12/24 - Christmas Eve - Legal Holiday
20	21	22	23	24						12/30 - Floating Holiday
27	28	29	30	31	13	19	4	0	0	12/31 - New Year's Eve - Legal Holiday

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

January, 2022

3	4	5	6	7						1/3 - In lieu of New Year's Day - Legal Holiday
10	11	12	13	14						
17	18	19	20	21						
24	25	26	27	28						1/17 - Martin Luther King Jr. - Legal Holiday
31					14	19	2	0	0	

February, 2022

	1	2	3	4						
7	8	9	10	11						
14	15	16	17	18						2/18 - A. Lincoln - Legal Holiday
21	22	23	24	25						2/21 - G. Washington - Legal Holiday
28					18	18	2	0	0	

March, 2022

	1	2	3	4						
7	8	9	10	11						
14	15	16	17	18						3/21 - 4/4 Student Spring Break
21	22	23	24	25						3/30 - Spring Holiday
28	29	30	31		14	20	2	0	0	3/31 - Cesar Chavez - Local Holiday

April, 2022

				1						
4	5	6	7	8						
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	19	21	0	0	1	

May, 2022

2	3	4	5	6						
9	10	11	12	13						
16	17	18	19	20						
23	24	25	26	27						
30	31				21	21	1	0	0	5/30 - Memorial Day - Legal Holiday

June, 2022

		1	2	3						
6	7	8	9	10						
13	14	15	16	17						
20	21	22	23	24						
27	28	29	30		6	22	0	0	0	

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 15, 2021

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

FROM:
Human Resources ☐ Informational
Linda Gonzales, Executive Director ☒ Action

AGENDA ITEM: SYEA MOU REGARDING EXPANDED LEARNING OPPORTUNITY
GRANT STAFFING

BACKGROUND INFORMATION:

This Memorandum of Understanding regards the district and San Ysidro Education Association working collaboratively to staff the temporary positions created as a result of the Expanded Learning Opportunity (ELO) Grant for the 2021-2022 School Year. These positions include Intervention Support Teachers and Science/Physical Education Enrichment Teachers. The financial impact of this MOU was board approved as a part of the ELO Grant Plan and the adopted budget.

RECOMMENDATION:

Approve/Ratify the Memorandum of Understanding between San Ysidro School District and the San Ysidro Education Association regarding staffing for temporary positions through the Expanded Learning Opportunity (ELO) Grant for 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 #

--

(Amount)

(Name of funding source and/or location)

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



GOVERNING BOARD

Antonio Martinez, President
Rudy Lopez, Vice-President

Rosaleah Pallasigüe, Clerk
Humberto Gurmilan, Member
Irene Lopez, Member

Quality education and opportunity for all students to succeed

**Memorandum of Understanding
Between
San Ysidro School District
And
San Ysidro Educators Association**

June 16, 2021

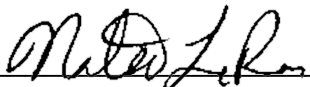
Certificated Staffing for Expanded Learning Opportunity Grant 2021/2022

This agreement is between the San Ysidro School District ('District') and the San Ysidro Educators Association ('Association'). The District and Association are working collaboratively to staff the temporary positions created as a result of the Expanded Learning Opportunity (ELO) Grant. Therefore, in order to comply with the Association's Collective Bargaining Agreement (CBA) and to meet the operational needs of the District, we hereby mutually agree to the following:

1. All positions created as a part of the ELO Grant and listed below shall be posted for internal transfers prior to being posted for external recruitment. These postings shall be sent via email to all certificated staff by May 27, 2021.
 - a. Intervention Support Teacher
 - b. Science/Physical Education Enrichment Teacher
2. All certificated employees who qualify for the position and apply to the internal posting, shall be granted an interview.
3. Staff selected to serve in the temporary positions shall serve for the entirety of the 2021/2022 school year in those positions.
 - a. These staff shall receive similar considerations as other members including: a mailbox, teaching supplies, and a designated workspace with sufficient storage area for necessary teaching supplies. For members at multiple sites, the same language from the CBA about mileage and loss of prep period shall still apply.
 - b. When at all possible, the district shall take into consideration teacher requests for site placement at the beginning of the 2022-2023 school year.
 - c. The position that opens up as a result of a unit member receiving one of these positions shall not be considered a vacancy. For members who left an initial position to take a new temporary assignment, in the event that their initial position is eliminated, the member shall receive identical rights and considerations as if they had never left their initial position to begin with.
4. The District shall make every effort to place staff who serve in the temporary positions back at the school site and grade level they served in during the 2020/2021 school year.

Page 1

5. The above stipulations shall also apply to members who will be teaching the Virtual Learning Academy, during the 2021-2022 school year. To determine which members will teach the Virtual Learning Academy, members' health accommodations shall be considered first and then the district may solicit volunteers.
6. As a result of staffing these temporary positions, the transfer and/or reassignment notice deadline as defined in Article 12 of the CBA shall be extended to June 18, 2021.
 - a. Unit members who receive their notice of reassignment after June 4th, 2021 and by June 18th, shall be given one additional day of per diem or release time - in addition to what is outlined in the CBA - in order to prepare for the reassignment.
 - b. Unit members who receive their notice of transfer after May 28th, 2021 and by June 18th, 2021 shall be given one additional day of per diem or release time - in addition to what is outlined in the CBA - in order to prepare for the transfer.
 - c. If any member has a split assignment between in-person instruction and the Virtual Learning Academy, it would fall under the category detailed in Article 12 F of the CBA: "All Other Assignment Changes."
7. This is a one-time, non-precedent setting MOU and shall not be used in any further actions.



SYEA

06/17/2021

Date



District

06/17/2021

Date

CURRICULUM & INSTRUCTION

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 15, 2021

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

FROM:

Educational Leadership, Pupil Services & Safety
David Farkas, Ed.D., Asst. Superintendent

☐ Informational
☒ Action

AGENDA ITEM: POLICIES AND PROCEDURES FOR UNIFORM COMPLAINT PROCEDURE (UCP) 1 & 4 FOR THE 2021-2022 SCHOOL YEAR

BACKGROUND INFORMATION:

To be in compliance with State guidelines pertaining to the Uniform Complaint Procedure (UCP), our District needs to annually approve UCPs 1 & 4.

UCP 1 ~ Uniform Complaint Procedure:

Local Education Agencies (LEAs), are required to establish Uniform Complaint Procedure (UCP) policies and procedures consistent with 5 CCR sections 4600-4687. As per the California Department of Education website, Local Education Agencies (LEAs) must have a process that meets both Federal and State requirements for the investigation and resolution of uniform complaint procedure (UCP) complaints filed at the LEA.

UCP 4 ~ Williams Uniform Complaint Procedure:

LEAs are required to establish Williams Complaint policies and procedures consistent with 5 CCR sections 4600-4687. As per the California Department of Education website, the document meets State requirements for the investigation and resolution of Williams complaints filed at the LEAs.

RECOMMENDATION:

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

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Goal 2: Safety, Climate and Student Engagement and Goal 3: Parent Engagement.

☐ 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

California Department of Education

Sample Uniform Complaint Procedures (UCP)
Policies and Procedures

September 2020 *REVISED*

San Ysidro School District

4350 Otay Mesa Rd.

San Ysidro, CA 92173

(619) 428-4476

Sysdschools.org

Adopted by our Governing Board or authorized designee (here and after “the board”) on July 15, 2021.

Uniform Complaint Procedures (UCP)

This document contains rules and instructions about the filing, investigation and resolution of a Uniform Complaint Procedures (UCP) complaint regarding an alleged violation by the San Ysidro School District of federal or state laws or regulations governing educational programs.

This document presents information about how we process UCP complaints concerning particular programs or activities that are subject to the UCP.

A UCP complaint is a written and signed statement alleging a violation of federal or state laws or regulations, which may include an allegation of unlawful discrimination, harassment, intimidation or bullying. A signature may be handwritten, typed (including in an email) or electronically generated. Complaints may be filed anonymously. A UCP complaint filed on behalf of an individual student may only be filed by that student or that student’s duly authorized representative.

A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of federal or state laws or regulations, including allegations of unlawful discrimination, harassment, intimidation or bullying in programs and activities funded directly by the state or receiving any financial assistance from the state.

If the complainant is unable to put the complaint in writing, due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.

The *San Ysidro School District* developed the Uniform Complaint Procedures (UCP) process with policies and procedures adopted by the board.

According to state and federal codes and regulations, the programs and activities subject to the UCP are:

DRAFT REVISED UCP POLICIES AND PROCEDURES V1

[NOTE: all of the UCP programs and activities in the following list must be included in your LEA's UCP policies and procedures documents]

- Accommodations for Pregnant and Parenting Pupils
- Adult Education
- After School Education and Safety
- Agricultural Career Technical Education
- Career technical and technical education and career technical and technical training programs
- Child care and development programs
- Compensatory Education
- Consolidated categorical aid programs
- Course Periods without Educational Content
- Discrimination, harassment, intimidation, or bullying against any protected group as identified under *Education Code (EC)* sections 200 and 220 and *Government Code* Section 11135, including any actual or perceived characteristic as set forth in *Penal Code* Section 422.55, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by an educational institution, as defined in *EC* Section 210.3, that is funded directly by, or that receives or benefits from, any state financial assistance.
- Educational and graduation requirements for pupils in foster care, pupils who are homeless, pupils from military families and pupils formerly in Juvenile Court now enrolled in a school district
- Every Student Succeeds Act
- Local control and accountability plans (LCAP)
- Migrant Education
- Physical Education Instructional Minutes
- Pupil Fees
- Reasonable Accommodations to a Lactating Pupil
- Regional Occupational Centers and Programs
- School Plans for Student Achievement
- School Safety Plans
- Schoolsite Councils
- State Preschool
- State Preschool Health and Safety Issues in LEAs Exempt from Licensing

DRAFT REVISED UCP POLICIES AND PROCEDURES V1

And any other state or federal educational program the State Superintendent of Public Instruction (SSPI) of the California Department of Education (CDE) or designee deems appropriate.

The following complaints shall be referred to the specified agencies for appropriate resolution and are not subject to the our UCP complaint procedures set forth in this document:

(a) Allegations of child abuse shall be referred to the applicable County Department of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.

(b) Health and safety complaints regarding licensed facilities operating a Child Development Program shall be referred to DSS.

(c) Employment discrimination complaints shall be sent to the State Department of Fair Employment and Housing (DFEH). The complainant shall be notified in writing in a timely manner of any DFEH transferal.

The Responsibilities of San Ysidro School District

We shall have the primary responsibility to ensure compliance with applicable state and federal laws and regulations. We shall investigate and seek to resolve, in accordance with the our approved UCP process, complaints alleging failure to comply with applicable state and federal laws and regulations including, but not limited to, allegations of discrimination, harassment, intimidation, or bullying or noncompliance with laws relating to all programs and activities we implement that are subject to the UCP.

The UCP Annual Notice

We disseminate on an annual basis the UCP Annual Notice which is a written notice of the our UCP complaint procedures.

This notice may be made available on our website and shall include the following:

- addresses all of our students, employees, parents or guardians of its students, school and district advisory committee members, appropriate private school officials or representatives, and other interested parties;
- information regarding allegations about discrimination, harassment, intimidation, or bullying;
- the list of all federal and state programs within the scope of the UCP;
- the title of the position whose occupant is responsible for processing complaints, and the identity(ies) of the person(s) currently occupying that position, if known;
- a statement that the occupant responsible for processing complaints is knowledgeable about the laws and programs that they are assigned to investigate;
- *[NOTE: For LEAs that operate a state preschool program exempt from licensing, only]* a statement that in order to identify appropriate subjects of state preschool health and

DRAFT REVISED UCP POLICIES AND PROCEDURES V1

safety issues pursuant to Section 1596.7925 of the *Health and Safety Code (HSC)* a notice, separate from the UCP Annual Notice, shall be posted in each California state preschool program classroom in each school in the local educational agency notifying parents, guardians, pupils, and teachers of (1) the health and safety requirements under Title 5 of the California *Code of Regulations (5 CCR)* apply to California state preschool programs pursuant to *HSC* Section 1596.7925, and (2) the location at which to obtain a form to file a complaint.

Filing UCP Complaints

All UCP complaints shall be filed no later than one year from the date the alleged violation occurred.

Complaints within the scope of the UCP are to be filed with the person responsible for processing complaints:

Linda Gonzales

Executive Director of Human Resources

Human Resources Department

4350 Otay Mesa Rd.

San Ysidro, CA 92173

(619) 428-4476

A pupil fee includes a purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

A pupil fees complaint may be filed with the principal of a school or with our superintendent or their designee. A pupil fees complaint may be filed anonymously, that is, without an identifying signature, if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

For complaints relating to Local Control and Accountability Plans (LCAP), the date of the alleged violation is the date when the reviewing authority approves the LCAP or annual update that we adopted. An LCAP complaint may be filed anonymously, that is, without an identifying signature, if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

We advise complainants of the right to pursue civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may also be available to complainants.

Investigating UCP Complaints

The UCP complaint investigation is our administrative process for the purpose of gathering data regarding the complaint. We provide an opportunity for complainants and/or representatives to present evidence or information.

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation,

DRAFT REVISED UCP POLICIES AND PROCEDURES V1

may result in the dismissal of the complaint because of a lack of evidence to support the allegations.

Refusal by the *San Ysidro School District* to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

We ensure that complainants are protected from retaliation.

We investigate all allegations of unlawful discrimination, harassment, intimidation or bullying against any protected group. Unlawful discrimination, harassment, intimidation or bullying complaints shall be filed no later than six months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

UCP Complaint Resolution

We will thoroughly investigate the UCP complaint and issue a written Investigation Report to the complainant within 60 calendar days from the date of the receipt of the complaint, unless the complainant agrees in writing to an extension of time.

This Investigation Report will contain the following elements:

- the findings of fact based on the evidence gathered;
- a conclusion that provides a clear determination for each allegation as to whether we are in compliance with the relevant law;
- corrective actions if we find merit in a complaint:
 - including complaints of Pupil Fees; LCAP; Physical Education Instructional Minutes, or Course Periods without Educational Content, the remedy shall go to all affected pupils, parents, and guardians,
 - for all other complaints within the scope of the Uniform Complaint Procedures the remedy shall go to the affected pupil,
 - With respect to a pupil fees complaint, corrective actions shall include a remedy where in good faith, by engaging in reasonable efforts, an attempt to identify and fully reimburse all pupils, parents and guardians who paid a pupil fee within one year prior to the filing of the complaint;
- a notice of the complainant's right to appeal our Investigation Report to the Department of Education (CDE); and
- the procedures to be followed for initiating an appeal to the CDE.

UCP Complaint Appeal Process

An appeal is a written and signed request by the complainant to the CDE seeking review of an LEA Investigation Report that was issued in response to a properly-filed

DRAFT REVISED UCP POLICIES AND PROCEDURES V1

complaint. A signature may be handwritten, typed (including in an email) or electronically-generated.

The complainant may appeal our Investigation Report of a UCP complaint to the CDE by filing a written appeal within 30 calendar days of the date. In order to request an appeal, the complainant must specify and explain the basis for the appeal, including at least one of the following:

- The *San Ysidro School District* failed to follow its complaint procedures, and/or
- the Investigation Report lacks material findings of fact necessary to reach a conclusion of law, and/or
- the material findings of fact in the Investigation Report are not supported by substantial evidence, and/or
- the legal conclusion in the Investigation Report is inconsistent with the law, and/or
- in a case in which we were found in noncompliance, the corrective actions fail to provide a proper remedy.

The appeal shall be sent with: (1) a copy of the locally filed complaint; and (2) a copy of the LEA Investigation Report.

[NOTE: the following section is required to be included for LEAs that operate a state preschool program exempt from licensing.]

UCP Requirements Regarding State Preschool Health and Safety Issues Pursuant to HSC Section 1596.7925:

When Filing a UCP Complaint Regarding State Preschool Health and Safety Issues

To file a UCP complaint regarding a state preschool health and safety issue pursuant to HSC Section 1596.7925 the complainant must file with the preschool program administrator or their designee in *San Ysidro School District*.

A state preschool health and safety issues complaint about problems beyond the authority of the preschool program administrator shall be forwarded in a timely manner, but not to exceed 10 working days to our official for resolution.

A state preschool health and safety issues complaint may be filed anonymously. A complainant who identifies themselves is entitled to a response if they indicate that a response is requested. A complaint form shall include a space to mark to indicate whether a response is requested. If *EC* section 48985 is otherwise applicable, the response, if requested, and our Investigation Report shall be written in English and the primary language in which the complaint was filed.

A complaint form for a state preschool health and safety issue shall specify the location for filing a complaint. A complainant may add as much text to explain the complaint as they wish.

When investigating a UCP state preschool health and safety issue the preschool program administrator or the designee of the district superintendent shall (1) make all reasonable efforts to investigate any problem within his or her authority. Investigations

DRAFT REVISED UCP POLICIES AND PROCEDURES V1

shall begin within 10 calendar days of the receipt of the complaint and (2) remedy a valid complaint within a reasonable time period, but not to exceed 30 working days from the date the complaint was received and report to the complainant the resolution of the complaint within 45 working days of the initial filing. If the preschool program administrator makes this report, he or she shall also report the same information in the same timeframe to the designee of the district superintendent.

Filing an Appeal Regarding UCP State Preschool Health and Safety Issues

When filing an appeal regarding a UCP State Preschool Health and Safety Issues in our agency a complainant not satisfied with the resolution of the preschool program administrator or the designee of the district superintendent has the right to describe the complaint at a regularly scheduled hearing of our board.

A complainant who is not satisfied with the resolution proffered by the preschool program administrator or the designee of our superintendent has the right to file an appeal to the State Superintendent of Public Instruction (SSPI) within 30 calendar days of the date of the Investigation Report.

The complainant shall comply with the same appeal requirements of 5 CCR section 4632 as in the section above 'UCP Complaint Appeal Process.'

A written appeal to the CDE shall be within 30 days of the date of the Investigation Report and accompanied by a copy of the locally filed complaint and a copy of the Investigation Report. The complainant shall specify and explain the basis for the appeal, including at least one of the following:

- the preschool program administrator or the designee of our superintendent failed to follow its complaint procedures, and/or
- the Investigation Report lacks material findings of fact necessary to reach a conclusion of law, and/or
- material findings of fact in the Investigation Report are not supported by substantial evidence, and/or
- the legal conclusion in the Investigation Report is inconsistent with the law, and/or
- If the preschool program is found noncompliant, the corrective actions fail to provide a proper remedy.

The SSPI or their designee shall comply with the requirements of 5 CCR section 4633 and shall provide the written Investigation Report to the State Board of Education describing the basis for the complaint, our response to the UCP state preschool health and safety issues complaint and its remedy or proposed remedy and, as appropriate, a proposed remedy for the issue described in the complaint, if different from the our remedy.

We shall report summarized data on the nature and resolution of all UCP state preschool health and safety issues complaints on a quarterly basis to the county superintendent of schools and our board. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of our board. The report shall include

DRAFT REVISED UCP POLICIES AND PROCEDURES V1

the number of complaints by general subject area with the number of resolved and unresolved complaints.

All complaints and responses are public records.

Legal References

20 United States Code [20 U.S.C.] Section 6301 et seq.

34 Code of Federal Regulations [34 CFR] Sections 106.8, 34 CFR 299.10-11

California Education Codes [EC] Sections 200, 201, 210.1, 210.3, 220, 221.1, 222, 234.1, 260, 3031, 8200-8498, 8235.5, 8235-8239.1, 8261, 8482-8484.65, 8500-8538, 17002(d), 17592.72, 32280-32289, 32289, 33126(b)(5)(A), 33126(b)(5)(B), 33315, 35161, 35186, 46015, 48645.7, 48853, 48853.5, 48987, 49010-49013, 49069.5, 49531, 49556, 51210, 51222, 51223, 51225.1-3, 51228.1-51228.3, 52059, 52075, 52300-52462, 52334.7, 52355, 52451, 52460-52462, 52500-52617, 54440-54445, 54445, 56100(a), 56100(j), 60010, 64001, 65000.

California Government Code [GC] Sections 11135, 11136, 12960

California Penal Code [PC] Section 422.55, 11166

5 California Code of Regulations (CCR) Sections 4600-4640, 4690-4694

SAN YSIDRO SCHOOL DISTRICT *GOVERNING BOARD AGENDA*

TO: Governing Board

BOARD MEETING DATE: July 15, 2021

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

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

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS – JULY

BACKGROUND INFORMATION:

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

The following is a list of professional developments up for the July 15, 2021 Board meeting:

- 43rd Annual School Finance Conference

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?

☒ Yes ☐ No

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

☒ Yes ☐ No

Requisition #

APPROXIMATE COST

\$230.00

(Amount)

General Fund

(Name of funding source and/or location)

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

Professional Development Backup Information – July 15, 2021

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Marilyn Adrianzen	43rd Annual School Finance Conference	Online	July 15, 2021	\$230.00	General Fund

BUSINESS

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 15, 2021

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

FROM:

Business Services

Marilyn Adrianzen, Chief Business Official

☐ Informational

☒ Action

AGENDA ITEM: PURCHASING REPORT

BACKGROUND INFORMATION:

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

Report #12 (June 1, 2021 through June 30, 2021): ■ General Fund: 0000007396, 0000007398-0000007402, 0000007404-0000007407, 0000007409-0000007410, 0000007412-0000007414, 0000007417-0000007421, 0000007423-0000007445, 0000007447-0000007463 ■ Child Development Fund ■ 0000007397, 0000007403, 0000007408, 0000007422.

RECOMMENDATION:

Approve/Ratify the following purchase orders incurred by the District during the period June 1, 2021 through June 30, 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 2020-2021 Budget?

☒ Yes

☐ No

Requisition #

\$1,241,115.16

(Amount)

As listed above

(Name of funding source and/or location)

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

PURCHASE ORDER REPORT (06/01/21 - 06/30/21)

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000007396	6/1/2021	0000000650	PATHWAY COMMUNICATIONS LTD	TECHNOLOGY EQUIPMENT	0100	3010000	4400000	014	1,291.59
0000007396	6/1/2021	0000000650	PATHWAY COMMUNICATIONS LTD	TECHNOLOGY EQUIPMENT	0100	4203000	4400000	014	5,166.35
0000007398	6/1/2021	004678	AMAZON.COM, INC.	INSTRUCTIONAL EQUIPMENT	0100	4035000	4400000	014	3,067.64
0000007399	6/1/2021	0000000634	CONSTANT CONTACT, INC.	CONTRACTED SERVICES	0100	0000000	5300000	064	798.00
0000007400	6/1/2021	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	022	345.00
0000007401	6/1/2021	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	022	1,904.91
0000007402	6/1/2021	0000000771	STUDIES WEEKLY, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	018	3,989.99
0000007404	6/2/2021	000983	CASBO	DUES & MEMBERSHIPS	0100	0000000	5300000	071	3,500.00
0000007405	6/2/2021	004678	AMAZON.COM, INC.	INSTRUCTIONAL MATERIAL	0100	0000000	4300011	022	1,828.67
0000007406	6/2/2021	0000000791	TRAFFIC SAFETY STORE.COM	OFFICE SUPPLIES	0100	0000000	4300011	064	292.68
0000007407	6/2/2021	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	018	4,546.60
0000007409	6/2/2021	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300011	064	428.35
0000007410	6/2/2021	000273	SCHOLASTIC , INC	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	016	15,754.02
0000007412	6/2/2021	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300011	050	469.66
0000007413	6/2/2021	001278	JOHNSON CONTROLS	CONTRACTED SERVICES	0100	8150000	5600005	070	11,375.66
0000007414	6/2/2021	001158	ASCD	REGISTRATION FEE	0100	3010000	5200001	025	179.00
0000007417	6/3/2021	000273	SCHOLASTIC , INC	INSTRUCTIONAL SUPPLIES	0100	3010000	4200000	012	2,530.84
0000007418	6/7/2021	0000000390	DANNIS WOLIVER KELLEY	LEGAL SERVICES	0100	0000000	5800150	054	3,978.00
0000007419	6/7/2021	000273	SCHOLASTIC , INC	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	018	3,819.84
0000007420	6/9/2021	003313	BEST BUY	INSTRUCTIONAL EQUIPMENT	0100	4035000	4400000	014	6,548.64
0000007421	6/11/2021	001161	HOME DEPOT	GARDEN SUPPLIES	0100	0300020	4300001	020	497.96
0000007423	6/11/2021	001012	CDW GOVERNMENT LLC	TECHNOLOGY EQUIPMENT	0100	0000000	4300002	067	42,453.47
0000007424	6/11/2021	0000000800	BUREAU OF EDUCATION & RESEARCH	REGISTRATION FEES	0100	5640000	5200003	054	479.00
0000007425	6/14/2021	004784	TIME AND ALARM SYSTEMS	CONTRACTED SERVICES	0100	8150000	5600005	070	550.00
0000007426	6/14/2021	0000000801	DATA RECOGNITION CORPORATION	INSTRUCTIONAL MATERIAL	0100	0000000	4300003	057	5,654.29
0000007427	6/14/2021	004601	SIR SPEEDY PRINTING 02890	OFFICE SUPPLIES	0100	0000000	4300011	064	118.53
0000007428	6/14/2021	0000000650	PATHWAY COMMUNICATIONS LTD	TECHNOLOGY SUPPLIES	0100	3182001	4300000	012	11,406.15
0000007429	6/15/2021	0000000698	WESTED	CONTRACTED SERVICES	0100	0000000	5800010	050	2,662.60
0000007430	6/15/2021	001452	RUSS' BEE REMOVAL	CONTRACTED SERVICES	0100	0000000	5600005	069	600.00
0000007431	6/17/2021	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	063	5,113.90
0000007431	6/17/2021	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800200	062	980.50
0000007431	6/17/2021	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	071	4,982.00
0000007431	6/17/2021	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	3212000	5800500	080	2,915.00
0000007432	6/17/2021	0000000671	IXL LEARNING INC.	INSTRUCTIONAL MATERIAL	0100	3010000	5600005	022	7,495.00
0000007433	6/17/2021	0000000390	DANNIS WOLIVER KELLEY	LEGAL FEES	0100	0000000	5800150	054	2,442.00
0000007434	6/17/2021	0000000803	GEM INDUSTRIAL ELECTRIC, INC	CONTRACTED SERVICES	0100	9010070	6200000	080	701,820.00
0000007435	6/17/2021	0000000047	ALLIANCE ENGINEERING OF CALIFORNIA, INC	PROFESSIONAL SERVICES	0100	9010070	6200007	080	45,000.00
0000007436	6/22/2021	003192	WALMART	OFFICE SUPPLIES	0100	6500000	4300001	054	250.00
0000007437	6/22/2021	0000000781	XOXO CREATIONS BY PALOMA	CONTRACTED SERVICES	0100	0000020	5800010	050	2,068.80
0000007438	6/22/2021	0000000804	JACKSON AND BLANC	CONTRACTED SERVICES	0100	9010070	6200001	080	166,220.00
0000007439	6/22/2021	004678	AMAZON.COM, INC.	INSTRUCTIONAL MATERIAL	0100	3010000	4300001	022	19,906.81
0000007440	6/22/2021	0000000748	PEAR DECK, INC	INSTRUCTIONAL MATERIAL	0100	3010000	5600005	022	2,107.00
0000007441	6/22/2021	003192	WALMART	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	1,755.13
0000007442	6/22/2021	002771	SMART & FINAL	INSTRUCTIONAL MATERIAL	0100	0980002	4300001	061	174.55
0000007443	6/22/2021	004917	TEACHER SYNERGY LLC	INSTRUCTIONAL MATERIAL	0100	3010000	4300001	025	3,400.00

PURCHASE ORDER REPORT (06/01/21 - 06/30/21)

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000007444	6/22/2021	0000000805	DELTAMATH SOLUTIONS INC	INSTRUCTIONAL MATERIAL	0100	3010000	5600005	022	1,300.00
0000007445	6/22/2021	000273	SCHOLASTIC , INC	INSTRUCTIONAL MATERIAL	0100	3010000	4300001	025	1,530.00
0000007447	6/22/2021	0000000807	GLORIA A GONZALEZ	CONTRACTED SERVICES	0100	0000002	5600005	050	4,035.23
0000007448	6/22/2021	0000000198	BRAIN LEARNING PSYCOLOGICAL CORP	CONTRACTED SERVICES	0100	6500000	5800010	054	3,710.00
0000007449	6/22/2021	0000000806	GIMKIT, INC	INSTRUCTIONAL MATERIAL	0100	3010000	4300001	025	1,000.00
0000007450	6/23/2021	0000000754	NEARPOD INC	INSTRUCTIONAL MATERIAL	0100	3010000	5600005	022	6,150.00
0000007451	6/24/2021	000651	CSBA	PROFESSIONAL SERVICES	0100	0000000	5300000	063	20,091.00
0000007452	6/25/2021	0000000048	RAPHAELS PARTY RENTALS INC.	CONTRACTED SERVICES	0100	0000002	5800000	064	17,866.46
0000007453	6/29/2021	002187	APPLE INC	INSTRUCTIONAL MATERIAL	0100	3010000	4300001	022	20,800.65
0000007454	6/29/2021	004087	RGC GENERAL EMGINEERING INC	CONTRACTED SERVICES	0100	8150000	5600005	070	37,375.20
0000007455	6/30/2021	000548	NEXT DAY PRINTED TEES	OFFICE MATERIAL	0100	0000002	4300000	064	1,522.12
0000007456	6/30/2021	000548	NEXT DAY PRINTED TEES	OFFICE MATERIAL	0100	0000002	4300000	064	936.32
0000007457	6/30/2021	000548	NEXT DAY PRINTED TEES	OFFICE MATERIAL	0100	0000002	4300000	064	832.63
0000007458	6/30/2021	000548	NEXT DAY PRINTED TEES	OFFICE MATERIAL	0100	0000002	4300000	064	1,677.31
0000007459	6/30/2021	000548	NEXT DAY PRINTED TEES	OFFICE MATERIAL	0100	0000002	4300000	064	811.86
0000007460	6/30/2021	000548	NEXT DAY PRINTED TEES	OFFICE MATERIAL	0100	0000002	4300000	064	1,198.56
0000007461	6/30/2021	000548	NEXT DAY PRINTED TEES	OFFICE MATERIAL	0100	0000002	4300000	064	1,000.76
0000007462	6/30/2021	000548	NEXT DAY PRINTED TEES	OFFICE MATERIAL	0100	0000002	4300000	064	1,146.39
0000007463	6/30/2021	000548	NEXT DAY PRINTED TEES	OFFICE MATERIAL	0100	0000002	4300000	064	780.67
Total for 0100									1,226,633.29
0000007397	6/1/2021	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	1200	9024002	4300001	076	3,991.35
0000007403	6/1/2021	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	5,447.52
0000007408	6/2/2021	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	1,738.57
0000007422	6/11/2021	004678	AMAZON.COM, INC.	TECHNOLOGY SUPPLIES	1200	6105000	4300001	076	1,192.79
0000007422	6/11/2021	004678	AMAZON.COM, INC.	TECHNOLOGY SUPPLIES	1200	9024002	4300001	076	2,111.64
Total for 1200									14,481.87
Grand Total									1,241,115.16

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 15, 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 June 2, 2021 through June 30, 2021 with checks #14-786073 through #14-798377 for a total expenditure of \$2,917,742.59 from the following sources:

General Fund - \$2,786,813.25
Child Development Fund- \$44,756.09
Child Nutrition Fund- \$86,173.25

RECOMMENDATION:

Approve/Ratify 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.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No.: Base Services and Safety

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

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2020-2021 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

\$2,917,742.59

(Amount)

Various (see above)

(Name of funding source and/or location)

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

Expenditure Report

6/1/21-6/30/21

Warrant ID	Payee	Payment Date	Warrant Amount	Fund	Description
14786073	PNC EQUIPMENT FINANCE, LLC	6/3/2021	1406019.44	4903	CONTRACTED SERVICES
14786074	AMAZON.COM, INC.	6/3/2021	18915.33	0100	OFFICE INCENTIVES
14787052	ALL AMERICAN EMPLOYEE AWARDS	6/7/2021	760.09	0100	AWARDS & INCENTIVES
14787053	SUNBELT RENTALS, INC.	6/7/2021	135.07	0100	CONTRACTED SERVICES
14787054	MRC SMART TECHNOLOGY SOLUTIONS	6/7/2021	8019.14	0100	MAINTENANCE AGREEMENT
14787055	EBS - EDUATIONAL BASED SERVICES	6/7/2021	24168.00	0100	PROFESSIONAL SERVICES
14787056	AGRI-TURF DISTRIBUTING, LLC	6/7/2021	63.68	0100	GROUPS SUPPLIES
14787058	HORIZON DISTRIBUTORS	6/7/2021	1545.08	0100	GROUPS SUPPLIES
14787059	CAPITOL ADVISORS GROUP, LLC	6/7/2021	2000.00	0100	PROFESSIONAL SERVICES
14787060	ACCO ENGINEERED SYSTEMS, INC.	6/7/2021	1447.00	0100	CONTRACTED SERVICES
14787061	DECLUES, BURKETT & THOMPSON, APC	6/7/2021	5599.30	0100	LEGAL FEES
14787062	ANIXTER INC.	6/7/2021	325.85	0100	MAINTENANCE SUPPLIES
14787063	A & I REPROGRAPHICS	6/7/2021	3777.45	0100	COVID SIGNAGE
14787064	WLC ARCHITECTS INC	6/7/2021	7500.00	0100	CONTRACTED SERVICES
14787065	CLASSKICK	6/7/2021	1501.00	0100	LICENSING FEES
14787066	STUTTERING THERAPY RESOURCES, INC.	6/7/2021	74.55	0100	INSTRUCTIONAL SUPPLIES
14787067	TIERNEY BROTHERS, INC.	6/7/2021	31425.56	0100	TECHNOLOGY SUPPLIES
14787068	ARDOR EDUCATION INC	6/7/2021	1349.95	0100	CONTRACTED SERVICES
14787070	DIXIELINE LUMBER CO	6/7/2021	6.83	0100	MAINTENANCE SUPPLIES
14787071	GRAINGER	6/7/2021	600.53	0100	MAINTENANCE SUPPLIES
14787072	THE MASTER TEACHER	6/7/2021	617.58	0100	AWARDS & INCENTIVES
14787073	SCHOOL SERVICES OF CALIFORNIA	6/7/2021	1100.00	0100	REGISTRATION FEES
14787074	REFRIGERATION SUPPLIES	6/7/2021	15.40	0100	MAINTENANCE SUPPLIES
14787075	OFFICE DEPOT	6/7/2021	5571.66	0100	OFFICE SUPPLIES
14787076	JOHNSON CONTROLS	6/7/2021	11375.66	0100	CONTRACTED SERVICES
14787077	PITNEY BOWES	6/7/2021	382.50	0100	CONTRACTED SERVICES
14787078	REPUBLIC SERVICES	6/7/2021	12483.95	0100	UTILITIES
14787079	RANCHO SAN DIEGO NURSERY INC	6/7/2021	1121.14	0100	GROUPS SUPPLIES
14787080	RCP BLOCK & BRICK	6/7/2021	894.83	0100	GROUND SUPPLIES
14787081	CABE	6/7/2021	3000.00	0100	REGISTRATION FEE
14787082	ASELTINE SCHOOL	6/7/2021	5129.38	0100	NON-PUBLIC SERVICES
14787083	HARBOR FREIGHT TOOLS	6/7/2021	29.33	0100	MAINTENANCE SUPPLIES
14787084	CALIFORNIA ELECTRIC SUPPLY	6/7/2021	164.76	0100	MAINTENANCE SUPPLIES

Expenditure Report

6/1/21-6/30/21

Warrant ID	Payee	Payment Date	Warrant Amount	Fund	Description
14787085	AT&T	6/7/2021	6907.84	0100	UTILITIES
14787086	PARENT INSTITUTE FOR QUALITY	6/7/2021	18000.00	0100	CONTRACTED SERVICES
14787087	HD SUPPLY FACILITIES	6/7/2021	2371.67	0100	MAINTENANCE SUPPLIES
14787088	WAL- MART COMMUNITY/GECRB	6/7/2021	168.12	0100	GROUPS SUPPLIES
14787089	BEST BUY	6/7/2021	3721.99	0100	TECHNOLOGY SUPPLIES
14787090	R&L PERFORMANCE AUTO SERVICE	6/7/2021	795.44	0100	CONTRACTED SERVICES
14787091	STANLEY CONVERGENT SECURITY	6/7/2021	1498.94	0100	CONTRACTED SERVICES
14787092	GALLAGHER BENEFIT SERVICES, INC	6/7/2021	437.75	0100	PROFESSIONAL SERVICES
14787093	THE BATTERY PLACE	6/7/2021	130.00	0100	TRANSPORTATION SUPPLIES
14787094	SAFETY-KLEEN SYSTEMS, INC.	6/7/2021	308.12	0100	CONTRACTED SERVICES
14787095	FOLLETT SCHOOL SOLUTIONS, INC	6/7/2021	197.62	0100	INSTRUCTIONAL SUPPLIES
14787096	WHOLESALE SCHOOLWEAR, INC.	6/7/2021	8160.00	0100	UNIFORMS
14787097	SCHOOL MATE	6/7/2021	2106.00	0100	INSTRUCTIONS SUPPLIES
14787099	ABA EDUCATION FOUNDATION	6/7/2021	2106.00	0100	PROFESSIONAL SERVICES
14787100	AGUILAR ARCHITECTS, INC	6/7/2021	3202.00	0100	PROFESSIONAL SERVICES
14788209	MANO A MANO FOUNDATION	6/10/2021	4000.00	0100	CONTRACTED SERVICES
14788210	DANNIS WOLIVER KELLEY	6/10/2021	3978.00	0100	LEGAL SERVICES
14788211	CROWN AWARDS	6/10/2021	623.74	0100	AWARDS & INCENTIVES
14788212	EFRAIN IVAN MANRIQUEZ	6/10/2021	146.61	0100	MILEAGE
14788213	AMBER ELLIOTT	6/10/2021	59.47	0100	MILEAGE
14788214	MIGUEL ORTEGA	6/10/2021	77.02	0100	REIMBURSEMENT
14788215	ACCO ENGINEERED SYSTEMS, INC.	6/10/2021	230.00	0100	CONTRACTED SERVICES
14788216	ROOF CONSTRUCTION	6/10/2021	5240.00	0100	CONTRACTED SERVICES
14788217	SAN DIEGO GAS & ELECTRIC	6/10/2021	44019.97	0100	UTILITIES
14788218	WAXIE SANITARY SUPPLY	6/10/2021	5673.04	0100	COVID SUPPLIES
14788219	CYNTHIA ARREDONDO	6/10/2021	46.76	0100	REIMBURSEMENT
14788220	THE INSTITUTE FOR EFFECTIVE	6/10/2021	8599.17	0100	PROFESSIONAL SERVICES
14788221	OFFICE DEPOT	6/10/2021	1204.96	0100	OFFICE SUPPLIES
14788222	HOME DEPOT	6/10/2021	8308.88	0100	CUSTODIAL SUPPLIES
14788224	WILLIAM V. MAC GILL & CO.	6/10/2021	825.24	0100	MEDICAL SUPPLIES
14788225	BEST BEST & KRIEGER LLP	6/10/2021	9173.00	0100	LEGAL FEES
14788226	ABA EDUCATION FOUNDATION	6/10/2021	3578.25	0100	PROFESSIONAL SERVICES
14790709	WILLIAM H. SADLER, INC	6/14/2021	1501.19	0100	INSTRUCTIONAL SUPPLIES

Expenditure Report
6/1/21-6/30/21

Warrant ID	Payee	Payment Date	Warrant Amount	Fund	Description
14790710	CORODATA RECORDS MANAGEMENT, INC.	6/14/2021	466.02	0100	CONTRACTED SERVICES
14790711	ORANGE COUNTY DEPT. OF EDUCATION	6/14/2021	85.76	0100	CONTRACTED SERVICES
14790712	BMR HEALTH SERVICES, INC	6/14/2021	37819.20	0100	PROFESSIONAL SERVICES
14790713	AVID CENTER	6/14/2021	9350.00	0100	REGISTRATION FEES
14790714	CSM CONSULTING INC.	6/14/2021	1500.00	0100	PROFESSIONAL SERVICES
14790715	CONSTANT CONTACT, INC.	6/14/2021	798.00	0100	CONTRACTED SERVICES
14790716	NADIA BRAUN	6/14/2021	5760.00	0100	PROFESSIONAL SERVICES
14790717	TOM SILVA CONSULTING	6/14/2021	2175.00	0100	PROFESSIONAL SERVICES
14790718	SDSU RESEARCH FOUNDATION/NCUST	6/14/2021	8247.00	0100	PROFESSIONAL SERVICES
14790719	TIERNEY BROTHERS, INC.	6/14/2021	1532.71	0100	TECHNOLOGY SUPPLIES
14790720	TRAFFIC SAFETY STORE.COM	6/14/2021	292.68	0100	OFFICE SUPPLIES
14790722	FREE SPIRIT PUBLISHING INC.	6/14/2021	2638.35	0100	INSTRUCTIONAL MATERIAL
14790723	CITY TREASURER	6/14/2021	14361.89	0100	UTILITIES
14790725	PARADIGM HEALTHCARE SERVICES	6/14/2021	500.00	0100	PROFESSIONAL SERVICES
14790726	DUNN-EDWARDS CORP.	6/14/2021	1139.30	0100	MAINTENANCE SUPPLIES
14790727	SPRINT	6/14/2021	4523.89	0100	CONTRACTED SERVICES
14790728	SOUTH BAY FENCE, INC.	6/14/2021	1100.00	0100	CONTRACTED SERVICES
14790729	CASBO	6/14/2021	3500.00	0100	DUES & MEMBERSHIPS
14790730	CDW GOVERNMENT LLC	6/14/2021	2972.25	0100	TECHNOLGY SUPPLIES
14790731	SAN DIEGO COUNTY	6/14/2021	847.78	0100	INSTRUCTIONAL MATERIAL
14790732	EWING IRRIGATION	6/14/2021	3394.70	0100	GROUNDS SUPPLIES
14790733	WILLY'S ELECTRONIC SUPPLY CO.	6/14/2021	19.46	0100	TECHNOLOGY SUPPLIES
14790734	IMPERIAL SPRINKLER SUPPLY	6/14/2021	864.83	0100	GROUNDS SUPPLIES
14790735	BENCHMARK EDUCATION COMPANY	6/14/2021	2501.01	0100	INSTRUCTIONAL SUPPLIES
14790736	BEST BUY	6/14/2021	2559.00	0100	TECHNOLOGY SUPPLIES
14790737	B&H PHOTO,VIDEO	6/14/2021	791.21	0100	TECHNOLOGY SUPPLIES
14790738	BEST PLUMBING SPECIALTIES INC	6/14/2021	758.00	0100	MAINTENANCE SUPPLIES
14790739	MPC ELECTRONICS INC	6/14/2021	21.72	0100	TECHNOLOGY SUPPLIES
14790740	THE MARKETBOARD PEOPLE	6/14/2021	750.00	0100	INSTRUCTIONAL SUPPLIES
14790741	FUN AND FUNCTION, LLC	6/14/2021	94.61	0100	INSTRUCTIONAL SUPPLIES
14790742	FLYERS ENERGY	6/14/2021	1165.14	0100	CONTRACTED SERVICES
14793390	WILLIAM H. SADLER, INC	6/17/2021	9549.17	0100	INSTRUCTIONAL SUPPLIES
14793391	RAPHAELS PARTY RENTALS INC.	6/17/2021	12018.79	0100	CONTRACTED SERVICES

Expenditure Report

6/1/21-6/30/21

Warrant ID	Payee	Payment Date	Warrant Amount	Fund	Description
14793392	VECTOR USA	6/17/2021	7363.53	0100	PROFESSIONAL SERVICES
14793395	XEROX FINANCIAL SERVICES	6/17/2021	9274.25	0100	CONTRACTED SERVICES
14793396	MAXIM HEALTHCARE SERVICES, INC	6/17/2021	19702.48	0100	PROFESSIONAL SERVICES
14793397	KID'S TALK EMBROIDERY	6/17/2021	406.73	0100	INSTRUCTIONAL MATERIAL
14793398	DOLLARDAYS INTERNATIONAL, INC.	6/17/2021	521.98	0100	INSTRUCTIONAL SUPPLIES
14793399	ANIXTER INC.	6/17/2021	55.03	0100	MAINTENANCE SUPPLIES
14793400	WESTED	6/17/2021	2662.60	0100	CONTRACTED SERVICES
14793401	CORWIN	6/17/2021	2615.00	0100	PROFESSIONAL SERVICES
14793402	CAL PACIFIC TRUCK CENTER ,LLC	6/17/2021	2486.99	0100	CONTRACTED SERVICES
14793403	CROWD CONTROL WAREHOUSE LLC	6/17/2021	981.52	0100	OFFICE SUPPLIES
14793404	MONOPRICE INC.	6/17/2021	2107.75	0100	TECHNOLOGY SUPPLIES
14793405	COURTNEY TIRE SERVICE	6/17/2021	222.85	0100	MAINTENANCE SUPPLIES
14793406	CURRICULUM ASSOC. INC.	6/17/2021	17145.82	0100	INSTRUCTIONAL MATERIAL
14793407	SCHOOL SPECIALTY	6/17/2021	1645.56	0100	INSTRUCTIONAL MATERIAL
14793408	WESTERN PSYCHOLOGICAL SERVICES	6/17/2021	1111.77	0100	INSTRUCTIONAL SUPPLIES
14793412	OFFICE DEPOT	6/17/2021	2062.38	0100	OFFICE SUPPLIES
14793414	CDW GOVERNMENT LLC	6/17/2021	12878.65	0100	TECHNOLOGY MATERIAL
14793415	ORIENTAL TRADING COMPANY, INC.	6/17/2021	1303.25	0100	INSTRUCTIONAL SUPPLIES
14793416	REALLY GOOD STUFF, LLC	6/17/2021	1306.48	0100	INSTRUCTIONAL SUPPLIES
14793417	CALIFORNIA DEPT. OF JUSTICE	6/17/2021	196.00	0100	CONTRACTED SERVICES
14793418	STAPLES, INC.	6/17/2021	717.54	0100	OFFICE SUPPLIES
14793420	JONES SCHOOL SUPPLY CO., INC.	6/17/2021	376.19	0100	STUDENT INCENTIVES
14793421	MOUNTAIN MATH/LANGUAGE	6/17/2021	2626.65	0100	INSTRUCTIONAL SUPPLIES
14793422	THERAPRO, INC.	6/17/2021	67.70	0100	INSTRUCTIONAL SUPPLIES
14793423	I B TROPHIES & AWARDS	6/17/2021	4016.22	0100	AWARDS & INCENTIVES
14793424	COOLE SCHOOL	6/17/2021	2404.69	0100	INSTRUCTIONAL MATERIAL
14793425	BENCHMARK EDUCATION COMPANY	6/17/2021	1922.86	0100	INSTRUCTIONAL SUPPLIES
14793426	BIO CORPORATION	6/17/2021	578.96	0100	INSTRUCTIONAL MATERIAL
14793428	STARFALL EDUCATION	6/17/2021	270.00	0100	INSTRUCTIONAL MATERIAL
14793431	EDUPOINT EDUCATIONAL SYSTEMS	6/17/2021	6000.00	0100	CONTRACTED SERVICES
14793432	B&H PHOTO,VIDEO	6/17/2021	649.26	0100	TECHNOLOGY EQUIPMENT
14793433	PRO POWER	6/17/2021	121.14	0100	GROUPS SUPPLIES
14793436	SIR SPEEDY PRINTING 02890	6/17/2021	118.53	0100	OFFICE SUPPLIES

Expenditure Report
6/1/21-6/30/21

Warrant ID	Payee	Payment Date	Warrant Amount	Fund	Description
14793437	TIME AND ALARM SYSTEMS	6/17/2021	550.00	0100	CONTRACTED SERVICES
14793438	SCHOOL MATE	6/17/2021	981.50	0100	INSTRUCTIONAL SUPPLIES
14793439	DOUGLAS W SMITH	6/17/2021	6190.00	0100	CONTRACTED SERVICES
14793440	SOUTH BAY COMMUNITY SERVICES	6/17/2021	27140.00	0100	PROFESSIONAL SERVICES
14793441	TEACHER SYNERGY LLC	6/17/2021	439.24	0100	INSTRUCTIONAL MATERIAL
14794946	EBS - EDUATIONAL BASED SERVICES	6/21/2021	36936.00	0100	PROFESSIONAL SERVICES
14794947	DANNIS WOLIVER KELLEY	6/21/2021	2442.00	0100	LEGAL FEES
14794948	RUSSELL LITTLE	6/21/2021	34.07	0100	REIMBURSEMENT
14794950	PAULO AZEVEDO	6/21/2021	91.12	0100	REIMBURSEMENT
14794951	PATHWAY COMMUNICATIONS LTD	6/21/2021	2737.47	0100	INSTRUCTIONAL EQUIPMENT
14794952	THE STEPPING STONE GROUP	6/21/2021	11592.00	0100	PROFESSIONAL SERVICES
14794953	JORGE BARRIGA	6/21/2021	21.00	0100	REIMBURSEMENT
14794954	SCHOOL SERVICES OF CALIFORNIA	6/21/2021	2070.00	0100	REGISTRATION FEES
14794956	ZONAR SYSTEMS	6/21/2021	11369.39	0100	MAINTENANCE EQUIPMENT
14794957	BENCHMARK EDUCATION COMPANY	6/21/2021	232721.10	0100	INSTRUCTIONAL MATERIAL
14794958	RUSSELL SIGLER, INC	6/21/2021	360.90	0100	MAINTENANCE SUPPLIES
14794959	GUADALUPE BARRERA	6/21/2021	34.83	0100	REIMBURSEMENT
14794960	BEST BEST & KRIEGER LLP	6/21/2021	13991.40	0100	LEGAL SERVICES
14794961	SYLVIA LUGO	6/21/2021	57.63	0100	REIMBURSEMENT
14794962	AMAZON.COM, INC.	6/21/2021	3150.72	0100	INSTRUCTIONAL EQUIPMENT
14794963	SAN DIEGO CENTER FOR CHILDREN	6/21/2021	4508.80	0100	PROFESSIONAL SERVICES
14794964	NIRVANA BUSTOS	6/21/2021	20.38	0100	MILEAGE
14796309	BMR HEALTH SERVICES, INC	6/24/2021	16388.32	0100	PROFESSIONAL SERVICES
14796310	MARTA RODRIGUEZ DE TORRES	6/24/2021	33.60	0100	MILEAGE
14796311	BRAIN LEARNING PSYCOLOGICAL CORP	6/24/2021	3710.00	0100	CONTRACTED SERVICES
14796312	MAXIM HEALTHCARE SERVICES, INC	6/24/2021	20965.50	0100	PROFESSIONAL SERVICES
14796313	DOLLARDAYS INTERNATIONAL, INC.	6/24/2021	1551.60	0100	INSTRUCTIONAL SUPPLIES
14796314	AARDVARK ANT & PEST CONTROL INC.	6/24/2021	1432.00	0100	CONTRACTED SERVICES
14796315	CAL PACIFIC TRUCK CENTER ,LLC	6/24/2021	1155.49	0100	CONTRACTED SERVICES
14796316	ACADEMIC SUPPLIER	6/24/2021	6429.45	0100	OFFICE SUPPLIES
14796317	PACWEST AIR FILTER LLC	6/24/2021	6925.87	0100	MAINTENANCE SUPPLIES
14796318	XOXO CREATIONS BY PALOMA	6/24/2021	2068.80	0100	CONTRACTED SERVICES
14796319	THE STEPPING STONE GROUP	6/24/2021	3864.00	0100	PROFESSIONAL SERVICES

Expenditure Report

6/1/21-6/30/21

Warrant ID	Payee	Payment Date	Warrant Amount	Fund	Description
14796320	BUREAU OF EDUCATION & RESEARCH	6/24/2021	479.00	0100	REGISTRATION FEES
14796321	GLORIA A GONZALEZ	6/24/2021	4035.23	0100	CONTRACTED SERVICES
14796322	CITY TREASURER	6/24/2021	2134.20	0100	UTILITIES
14796324	LAKESHORE	6/24/2021	3722.84	0100	INSTRUCTIONAL SUPPLIES
14796325	SCHOLASTIC , INC	6/24/2021	2583.67	0100	INSTRUCTIONAL SUPPLIES
14796326	SCHOOL SPECIALTY	6/24/2021	1350.33	0100	INSTRUCTIONAL SUPPLIES
14796327	SCHOOL SERVICES OF CALIFORNIA	6/24/2021	450.00	0100	PROFESSIONAL SERVICES
14796330	CDW GOVERNMENT LLC	6/24/2021	12293.55	0100	INSTRUCTIONAL SUPPLIES
14796331	HOME DEPOT	6/24/2021	3655.46	0100	MAINTENANCE SUPPLIES
14796332	UNITED STATES POSTAL SERVICE	6/24/2021	9303.66	0100	BULK MAIL REPLENISH
14796333	RUSS' BEE REMOVAL	6/24/2021	500.00	0100	CONTRACTED SERVICES
14796334	BENCHMARK EDUCATION COMPANY	6/24/2021	195.47	0100	INSTRUCTIONAL SUPPLIES
14796335	YMCA OF SAN DIEGO COUNTY	6/24/2021	209025.19	0100	PROFESSIONAL SERVICES
14796336	HD SUPPLY FACILITIES	6/24/2021	637.62	0100	MAINTENANCE SUPPLIES
14796337	WAL- MART COMMUNITY/GECRB	6/24/2021	1824.45	0100	OFFICE SUPPLIES
14796338	BEST BUY	6/24/2021	6548.94	0100	INSTRUCTIONAL EQUIPMENT
14796339	SOUTHWEST SCHOOL & OFFICE	6/24/2021	10110.79	0100	INSTRUCTIONAL SUPPLIES
14796340	SAN YSIDRO SCHOOL DISTRICT	6/24/2021	3587.48	0100	PCARD REPLENISH
14796341	R&R CONTROLS INC	6/24/2021	129.36	0100	MAINTENANCE SUPPLIES
14796342	AMAZON.COM, INC.	6/24/2021	37170.91	0100	INSTRUCTIONAL SUPPLIES
14796345	WHOLESALE SCHOOLWEAR, INC.	6/24/2021	10386.00	0100	UNIFORMS
14796346	SPARKLETTS	6/24/2021	212.11	0100	CONTRACTED SERVICES
14796347	ONE TRIPP TREE SERVICE INC.	6/24/2021	15306.00	0100	CONTRACTED SERVICES
14796348	DOUGLAS W SMITH	6/24/2021	1960.00	0100	CONTRACTED SERVICES
14796349	XEROX CORPORATION	6/24/2021	4331.64	0100	MAINTENANCE AGREEMENT
14798361	DOLORES PRECIADO	6/28/2021	7.22	0100	MILEAGE
14798362	NIKOLE SCARLETT	6/28/2021	64.31	0100	REIMBURSEMENT
14798363	PURCHASE POWER	6/28/2021	13869.39	0100	POSTAGE METER REPLENISH
14798364	WEX BANK	6/28/2021	4050.30	0100	CONTRACTED SERVICES
14798365	CAL PACIFIC TRUCK CENTER ,LLC	6/28/2021	1066.35	0100	CONTRACTED SERVICES
14798366	STUDIES WEEKLY, INC.	6/28/2021	1970.21	0100	INSTRUCTIONAL SUPPLIES
14798367	CALIFORNIA DEPARTMENT OF TAX	6/28/2021	9209.18	0100	USE TAX 20-21
14798368	SAN YSIDRO SCHOOL DISTRICT	6/28/2021	3040.63	0100	RCF REPLENISH

Expenditure Report

6/1/21-6/30/21

Warrant ID	Payee	Payment Date	Warrant Amount	Fund	Description
14798369	SCHOLASTIC , INC	6/28/2021	18978.33	0100	INSTRUCTIONAL SUPPLIES
14798370	CSBA	6/28/2021	20091.00	0100	PROFESSIONAL SERVICES
14798371	RANCHO SAN DIEGO NURSERY INC	6/28/2021	1242.00	0100	GROUPS SUPPLIES
14798372	SMART & FINAL	6/28/2021	174.55	0100	INSTRUCTIONAL MATERIAL
14798373	PROFESSIONAL TUTORS OF AMERICA	6/28/2021	140.00	0100	PROFESSIONAL SERVICES
14798374	FEDEX	6/28/2021	106.12	0100	POSTAGE
14798375	SOUTHWEST SCHOOL & OFFICE	6/28/2021	2145.45	0100	INSTRUCTIONAL SUPPLIES
14798376	SAN YSIDRO SCHOOL DISTRICT	6/28/2021	2136.22	0100	PCARD REPLENISH
14798377	MARTHA MURILLO	6/28/2021	89.25	0100	REIMBURSEMENT
Total Fund 01			\$ 2,786,813.25		
14787069	LEARNING GENIE INC.	6/7/2021	4550.00	1200	CONTRACTED SERVICES
14788223	LORENA VARELA	6/10/2021	495.21	1200	REIMBURSEMENT
14790721	INDOFF, INCORPORATED	6/14/2021	1680.47	1200	OFFICE MATERIAL
14790724	LAKESHORE	6/14/2021	6268.41	1200	INSTRUCTIONAL SUPPLIES
14794955	LORENA VARELA	6/21/2021	39.20	1200	REIMBURSEMENT
14796323	WAXIE SANITARY SUPPLY	6/24/2021	8852.30	1200	CUSTODIAN SUPPLIES
14796329	OFFICE DEPOT	6/24/2021	22870.50	1200	OFFICE SUPPLIES
Total Fund 12			\$ 44,756.09		
14793393	TECH-24	6/17/2021	282.33	1300	CONTRACTED SERVICES
14793394	GOLD STAR FOODS	6/17/2021	38464.57	1300	CAFETERIA FOOD
14793409	HOLLANDIA DAIRY INC.	6/17/2021	33973.71	1300	CAFETERIA FOOD
14793410	SAFEWAY INC. -VONS DIVISION	6/17/2021	87.08	1300	REFRESHMENTS
14793411	P&R PAPER SUPPLY COMPANY, INC.	6/17/2021	5132.50	1300	CAFETERIA PAPER GOODS
14793413	COUNTY OF SAN DIEGO	6/17/2021	808.00	1300	CONTRACTED SERVICES
14793419	LLOYD PEST CONTROL CO.	6/17/2021	224.00	1300	CONTRACTED SERVICES
14793427	CALIFORNIA DEPARTMENT OF	6/17/2021	307.80	1300	CONTRACTED SERVICES
14793429	ACE COOLING & FREEZING	6/17/2021	3960.92	1300	CONTRACTED SERVICES
14793430	LITTLE CAESARS PIZZA	6/17/2021	129.96	1300	CAFETERIA FOOD
14793434	AMERICAN PRODUCE DISTRIBUTORS	6/17/2021	60.66	1300	CAFETERIA FOOD
14793435	GALASSO'S BAKERY	6/17/2021	1949.16	1300	CAFETERIA FOODS
14794944	KEENAN & ASSOCIATES	6/21/2021	156.93	1300	REFUND
14794945	CHEF'S TOYS & STAR RESTUARANT	6/21/2021	465.45	1300	CAFETERIA SUPPLIES
14794949	EVELYN ZARZOSA	6/21/2021	99.48	1300	REIMBURSEMENT

Expenditure Report
6/1/21-6/30/21

Warrant ID	Payee	Payment Date	Warrant Amount	Fund	Description
14796328	SAFEWAY INC. -VONS DIVISION	6/24/2021	70.70	1300	REFRESHMENTS
Total Fund 13			\$ 86,173.25		
Grand Total			\$ 2,917,742.59		

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 15, 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 \$1,235.00 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 2020-2021 Budget?

☐ Yes ☐ No

Requisition #

DONATIONS
\$1,235.00

(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 2020-21 DONATIONS

[illegible]

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 15, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: FOURTH QUARTERLY COMPLAINT REPORT FOR WILLIAM'S
SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2020-21

BACKGROUND INFORMATION:

Pursuant to regulations adopted by the State of California in the William's Settlement, districts must submit a report every quarter to the Governing Board delineating the amount of complaints received and the status of those complaints. After Board acceptance, this report must also be filed with the San Diego County Office of Education.

The synopsis below reports that from April 1, 2021 to June 30, 2021, the District has not received any written complaints pertaining to teacher mis-assignments, instructional materials deficiencies or facilities disrepair.

Type	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	N/A	N/A
Facilities	0	N/A	N/A
Teacher Vacancy and Misassignment	0	N/A	N/A
Total	0	N/A	N/A

RECOMMENDATION:

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

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No. 2: Base Services and Safety

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

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 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

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 15, 2021

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

FROM:
Maintenance, Operations, Transportation & Facilities
Paulo Azevedo, Director

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 2 TO THE FLEETWASH, INC. AGREEMENT

BACKGROUND INFORMATION:

Fleetwash Inc. provides low-cost washing of vehicles and uses a special water recovery system that complies with environmental regulations. Fleetwash comes to a designated facility with their mobile wash system. They bring all materials, supplies and equipment needed to wash the District's vehicles used to transport students.

Amendment No. 1 is to extend the term of the agreement to 2021-22. The rates are:

- Buses: \$15.67 each
- Vans/Cars: \$13.43 each
- Minimum Charge of \$106.33

All other terms and conditions will remain the same.

RECOMMENDATION:

Approve/Ratify 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.

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 #

ESTIMATED
\$3,000.00
(Amount)

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

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

SAN YSIDRO SCHOOL DISTRICT

AMENDMENT NO. 2

FLEETWASH INC.

EXHIBIT A

SCOPE OF SERVICES & FEE SCHEDULE

Fleetwash provides low-cost washing of vehicles and uses a special water recovery system that complies with environmental regulations. Fleetwash will come to a designated facility with their mobile wash system. They will provide all materials, supplies and equipment needed to wash the District's school buses used to transport students.

Fleetwash fees for 2021-22:

- Buses: \$15.67
- Vans/Cars: \$13.43
- Minimum Charge of \$106.33

The term of the agreement is extended to FY 2021-22 (July 1, 2021 to June 30, 2022). All other terms and conditions on original agreement dated September 18, 2019 remain the same.

Authorized representatives of the parties have executed this Amendment as indicated below.

COMPANY/VENDOR

DISTRICT

FLEETWASH, INC.

San Ysidro School District

Firm Name

Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date:

Date

/

/ Board Approved:

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 15, 2021

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

FROM:
Educational Services Department ☐ Informational
Cynthia Gonzalez, Executive Director ☒ Action

AGENDA ITEM: RENEWAL OF PURCHASE AGREEMENT WITH EXPLORELEARNING, LLC FOR THE GIZMOS ONLINE SOLUTION AS A SUPPLEMENTAL SCIENCE PROGRAM FOR MIDDLE SCHOOL STUDENTS

BACKGROUND INFORMATION:

ExploreLearning was founded in 1999 by educators looking for new ways to inspire students and help them succeed. They make innovative Math and Science online solutions that are fun to use and really work, like Gizmos, Reflex and Science4US.

Gizmos are online simulations that excite curiosity and invite interaction. ExploreLearning has over 400 Gizmos in its library covering topics and concepts in science for grades 3-12. Gizmos help students dig deeper into subjects and really understand challenging concepts with virtual labs. STEM Cases engage students with real-world problems and virtual guided-inquiry activities.

Additional benefits from using Gizmos: ▪ Gizmos support the latest educational standards and assessments, ▪ Gizmos run on PCs, Macs, Chromebooks, iPads, and Android devices, and ▪ from blended learning to whole group to 1:1, Gizmos work.

This program was implemented during the 2020-21 school year and Educational Services would like to renew this purchase agreement for school year 2021-22 as recommended by our middle school Science teachers.

RECOMMENDATION:

Approve 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.

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?

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

Requisition #

☒ Yes

☐ No

☒ Yes

☐ No

\$3,900.00

(Amount)

Supplemental & Concentration Fund

(Name of funding source and/or location)

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



ExploreLearning Gizmos
For: San Ysidro School District

Presented to: ~~Manuela Colon~~
By: Courtney Taffe
Presented on: June 21, 2021
Proposal Expires on: August 31, 2021

Quantity	Product	Months	Total
1040 Students	District Gizmos Department License for Science teachers only. Priced per student.	12	\$3,900.00
1 Package	Gizmos Professional Development - One (1) webinar for up to 25 participants.		\$0.00

Total: \$3,900.00

Multi-year Discounts		Savings of
3 YEARS = 15% OFF	\$9,945.00	\$1,755.00
2 YEARS = 10% OFF	\$7,020.00	\$780.00

This proposal is made on behalf of ExploreLearning, LLC (FEIN 38-3942548). Resulting orders are subject to ExploreLearning's standard terms and conditions, which can be found at: explorelearning.com. This proposal along with the terms and conditions and privacy policy represents the entire agreement of the parties. There are no other promises in any other agreement, whether oral or written.

Prices contained herein do not include applicable state and local sales taxes. Sales tax may be adjusted at the time of invoicing. Pricing information made herein is strictly confidential and is supplied on the understanding that it will be held confidential and not disclosed to third parties without the prior written consent of ExploreLearning.

Next Steps

Please contact Courtney Taffe at 866-882-4141, ext. 302 or courtney.taffe@explorelearning.com for more information on any aspect of this proposal (#Q-142106).

If applicable, please include your certificate of tax-exempt status with your purchase order. Purchase Orders may be sent to ExploreLearning Orders via one of the following methods:

Email to: sales@explorelearning.com

Fax to: 434-220-1484

Mail to: 110 Avon Street, Suite 300, Charlottesville, VA 22902

SYSD Board approved: _____

Marilyn Adrianzen, CBO



To ensure the effective implementation of ExploreLearning products in your school or district, please provide us with the following:

Who is the primary contact to coordinate professional development for your school or district? Please provide the following for that contact:

Name: Cynthia Monreal Gonzalez

Title: Executive Director in Educational Services

Email Address: cynthia.gonzalez@sysdschools.org

Phone: (619)428-4476 Ext. 3070

WORKSHOP DETAILS

Provide us some details for your workshop(s):

of Teachers: Eleven (11)

of Teachers who are new to the product: 0

of Teachers who are experienced with the product: 11 one year experience

TECHNOLOGY

Please provide a description of the types of technology your teachers and students will be using to implement ExploreLearning products:

Technology / Devices:

Additional Notes

Your implementation manager will be in touch with your PD contact via email to schedule your professional development workshop(s). We look forward to working with your teachers!

Professional development workshops are only scheduled for dates after the start of your subscription.

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As part of the registration process, each User will select a password and user name ("User Name"). You agree to provide us with accurate, complete, and updated Account information. Failure to do so will constitute a breach of this Agreement, which may result in immediate termination of your rights to use the Account. You may not (a) select or use a User Name of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without authorization, or (c) use a User Name that we, in our sole discretion, deem inappropriate or offensive. You are responsible for maintaining the confidentiality of your User Name and password, and you will be responsible for all uses of your User Name and password, whether or not authorized by you.

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**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 15, 2021

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

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

AGENDA ITEM: AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR 2021-2022
FOR THE 21st CCLC PROGRAM

BACKGROUND INFORMATION:

This Memorandum of Agreement (MOA) is entered with YMCA of San Diego County to implement the 21st Century Community Learning Centers (CCLC) Program. Base and 21st CCLC supplemental funds have been applied to the YMCA to implement a Summer Program and to provide safe, academically enriching before and after school programs for students at Willow Elementary and San Ysidro Middle Schools during the 2021-2022 school year.

RECOMMENDATION:

Approve 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.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Safety, Climate and Student Engagement ~ Action 2.9: Continue to provide the After School Education and Safety (ASES) program at all sites and a Coordinator of ASES to oversee program implementation and effectiveness.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

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

☒ Yes ☐ No

Requisition #

\$100,035.00

(Amount)

21st CCLC Fund

(Name of funding source and/or location)

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

MEMORANDUM OF AGREEMENT

21st Century Community Learning Centers (CCLC) Programs Base and Supplemental YMCA of San Diego County 2021 - 2022 Contract for Services

This Agreement is to provide summer program services, before school program services, and after school program services through the 21st Century Community Learning Centers (CCLC) is entered into this 1st day of July, 2021 by and between the **San Ysidro School District** and **YMCA of San Diego County (YMCA)** who agrees to provide the services in accordance with the provisions of the California Education Code (EC) sections 8482-8484.7.

1. General Conditions:

21st CCLC Program Hours of Operation and Attendance Requirements:

1. Funds are designated for San Ysidro Middle School and Willow Elementary School.
2. The Supplemental Program start time, hours of operation and days of operation will be agreed upon once planning has started.
3. If applicable, additional supplemental funds may be allocated for additional services per the direction of San Ysidro School District.
4. The After School Program will begin operation immediately upon the end of the regular school day and operate until at least 6:00 p.m. for a minimum of 15 hours per week, and on every "regular school day" and any day that students attend and instruction takes place.
5. For Before School Programs, provide program services for a minimum of 1 1/2 hours every school day.
6. Elementary students should participate every day the after school component operates.
7. Establish a local policy for early release of students attending the 21ST CCLC after school component needing to leave a program before closing which includes written parental permission stating the dates, times, and reasons for the early release. However, the after school component must remain open until at least 6:00 p.m.
8. Establish a policy for late arrival of those students attending the 21ST CCLC Before School Program. This late arrival policy should include parental permission stating the dates, times, and reasons for the late arrival.
9. Provide supplemental services during designated school breaks, such as but not limited to: Summer, Fall, Winter and Spring. Additional supplemental service dates will be agreed upon with the district. Supplemental services are designated at Willow Elementary and San Ysidro Middle School.
10. To ensure that subsequent 21ST CCLC grant awards will not be reduced due to insufficient program attendance and performance, YMCA of San Diego County must enforce the grant rules and is subject to semi- annual attendance reporting and requirements as described in Section 8482.3 once every three years.

2. Web-Based Attendance and Daily Attendance Accountability Requirements:

1. The YMCA of San Diego County will implement the *City Span Web-based Attendance Tracking System* (www.youthservices.net/sandiego) for daily program attendance entry.
2. YMCA of San Diego County must fully utilize the "Automated Card Scanning" capability for the system. The *City Span Web-based Attendance Tracking System* will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with 21ST CCLC Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the 21ST CCLC program.

3. YMCA of San Diego County will use the web-based attendance system's card scanning features to ensure that all students are counted for attendance purposes in compliance with *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).
4. YMCA of San Diego County will identify key staff members to participate in training provided by SDCOE/City Span for implementation of the *City Span Web-based Attendance Tracking System*.
5. In addition, YMCA of San Diego County must monitor on a weekly basis that all students sign-in (AM Program) and sign-out (PM Program) times comply with the Early Release/Late Arrival times on file for each student.
6. San Ysidro School District will facilitate monthly attendance reporting and reconciling with the SDCOE.

3. Staffing Requirements:

1. YMCA of San Diego County must ensure a student-to-staff ratio of no more than 20 to 1.
2. YMCA of San Diego County must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the San Ysidro School District.
3. YMCA of San Diego County shall be responsible for students, staff, and parents accessing services under this Agreement. YMCA of San Diego County certifies that it shall provide adequate supervision of the students, staff, and other program personnel, and that its staff will follow legal guidelines on reporting child abuse/neglect.
4. YMCA of San Diego County must certify that all personnel providing services to students are Livescan screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel has provided evidence of freedom from active tuberculosis prior to starting service at any school site.

4. State Mandated Data and Evaluation Requirements:

1. YMCA will collaborate with San Ysidro School District and SDCOE to disseminate statewide evaluation process as determined by the CDE.
2. YMCA will respond to surveys or other methods of data collection that may be required throughout the duration of the program.
3. Both San Ysidro School District and YMCA will collaborate to ensure timely and accurate collection of data required to conduct program evaluations including but not limited to Annual Performance Reports.
4. San Ysidro School District will share evaluation data reports with YMCA of San Diego County to use for a quality improvement plan.

5. Student Reimbursement Rate, Payment, and Program Expenditure Guidelines:

1. Upon notification of overpayment in excess of the grant award amount or request for reimbursement of unexpended 21ST CCLC grant funds by the CDE, San Ysidro School District or YMCA of San Diego County will be required to return the entire amount of funding in question to the San Diego County Office of Education.
2. Ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds.
3. San Ysidro School District shall amend contract appropriately with the YMCA of San Diego County if the daily 21ST CCLC reimbursement rate is increased by the California Department of Education during the term of contracted services. The current 21ST CCLC reimbursement rate is

\$7.50 per student/per day for the PM Program and \$7.50 per student/per day for the AM Program. San Ysidro shall adjust contract maximum to the appropriate percentage grant award was increased or reduced in the contract year.

6. Federal Program Monitoring and Annual Program Audit Guidelines.

1. San Ysidro School District shall provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE and YMCA relative to the administration of the 21ST CCLC Grant Requirements per California State Education Code Sections 8482-8484.6 and the Standards and Procedures for Audits of California K-12 Local Education Agencies 2007-2008; Article 3.1. § 19846. After School Education and Safety Program.
2. Both San Ysidro School District and YMCA of San Diego County personnel shall participate in Federal Program Monitoring (FPM) training.
3. Both San Ysidro School District and YMCA of San Diego County will attend Federal Program Monitoring (FPM) meetings with the CDE.

7. 85/15 Grant Budget Restrictions

1. The San Diego County Office of Education shall retain 2% or \$2,106.00 of total grant funds for direct administrative costs.
2. San Ysidro School District shall retain 3% or \$3,159.00 of total grant funds for direct administrative costs.
3. The YMCA must expend at least 85% or \$89,505.00 of total grant funding in direct services for pupils.
4. No more than 5% or \$5,265.00 of direct administrative costs shall be expended by YMCA.
5. The YMCA of San Diego County shall receive up to 5.0% or \$5,265.00 for indirect costs.

8. Program Matching Funding Requirements.

1. Program must provide local funds totaling no less than one-third of the grant amount.
2. San Ysidro School District will provide matching funds for facilities and space usage not to exceed 25% of total match requirement.
3. YMCA of San Diego County shall contribute 10%.
4. State categorical funds for remedial education activities may not be used to fulfill match requirements.

9. Additional 21ST CCLC Program Operation Requirements.

1. Both San Ysidro School District and YMCA shall each designate an 21st CCLC Contact person.
2. Ensure the designated 21st CLCC Contact(s) attends the scheduled 21st CLCC District Contact meetings provided by the Resources & Technical Assistance Center (RTAC), the After School Administrative Program Support Center (ASC), the Children's Initiative (CI), and the San Diego Office of Education (SDCOE).
3. Designated program coordinator will apply 75% of their scheduled time to be within the San Ysidro School District and school sites to provide a direct and first line of response between parent, students and school sites.
4. Ensure that the program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, science and computer training.
5. The program will have an educational enrichment element that may include, but not limited to

- STEM, sports, visual and performing arts (dance), service learning, and youth development activities. These items should be discussed collaboratively between school administration and YMCA of San Diego County to best meet the needs of the San Ysidro School District.
6. Plan the program through a collaborative process that includes parents, youth, and school administration and personnel, community organizations, and the private sector.
 7. If the site is not located on a school campus, it must be as accessible and available as the school site with safe transportation being provided by San Ysidro School District to enrolled participants.
 8. San Ysidro School District shall collaborate with YMCA to provide a snack and/or supper program that conforms to Article 2.5 of Chapter 9 of Part 27, commencing with Education Code Section 49430. (EC 8482.3(d)).
 9. Provide information regarding the 21ST CCLC Program in a form and language that is easily understandable to all parents.
 10. Each partner in the application will share responsibility for the quality of the program. San Ysidro School District and YMCA will partner to conduct an annual continuous quality improvement process.
 11. San Ysidro School District and YMCA will collaborate and coordinate with the regular school day program.
 12. San Ysidro School District is responsible to ensure the YMCA of San Diego County has access to safe, clean, and supportive indoor/outdoor space at participating school sites to conduct a high quality program. Space shall include adequate indoor space for all academic and enrichment activities and shall be cleaned to the same standards/schedule as the regular school day.
 13. All YMCA staff and volunteers will fulfill health screening and fingerprint clearance requirements in current law according to San Ysidro School District policy.
 14. Each 21ST CCLC funded site will be responsible for the development of a 2021-2022 After School Program Plan as part of the San Diego 21ST CCLC Program Consortium.
 15. San Ysidro School District and YMCA administration will review the 21ST CCLC Program Plan annually and provide updates and/or revisions based on 21ST CCLC program components, California Department of Education guidelines, and identified district program changes based on changes in grant or sites.
 16. Each site 21ST CCLC Program plan will identify 2021-2022 Attendance Goals described in Section VII of the San Diego Consortium After School Program Plan.
 17. Ensure that 21ST CCLC staff attends District and SDCOE training opportunities designed to maximize program effectiveness.
 18. Host scheduled technical assistance site visits conducted by staff from RTAC, the After School (ASC) and the CI.
 19. Collaborate with staff from RTAC, the After School (ASC), and the CI to review site visitation and technical assistance reports and plan for continuous program improvement.
 20. San Ysidro School District and YMCA of San Diego County will ensure the proper record keeping and documentation of program activities and the timely submission of all required reports. All reports due to San Diego County Office of Education and delegated to YMCA of San Diego County by San Ysidro School District shall include at least 30 days' notice unless otherwise agreed upon by both parties.

10. Terms and Conditions of the Grant Award

1. YMCA of San Diego County will make reports to San Ysidro School District as necessary to enable San Ysidro School District to perform its duties and will maintain such records and provide access to those records as San Ysidro School District deems necessary. The school and

YMCA of San Diego County shall maintain such records for at least five years after the completion of the activities for which the funds are used.

2. YMCA of San Diego County will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public (California Public Records Act, Government Code Section 6250 et seq.)
3. Record revenues and expenditures for this grant as follows: for Standardized Account Code Structure (SASC) coding, use Resource Code 9065 and Revenue Object Code 8590.
4. This grant shall be administered in accordance with the provisions of California Education Code (EC) sections 8482-8484.6. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including but not limited to, the Education Code of the State of California.
5. If a program participant receives state funds to operate 21ST CCLC in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the San Diego County Office of Education (SDCOE) shall reduce any subsequent allocations by the amount equal to the overpayment.
6. YMCA of San Diego County shall provide financial expenses monthly to San Ysidro School District.
7. San Ysidro School District shall be responsible to submit quarterly expenditure reports and program reports (including evaluation reports) to the San Diego County Office of Education.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce, increase, or defer the funding upon which this award is based, then this award will be amended accordingly.

PERIOD OF AGREEMENT

According to the terms of the 21st Century Community Learning Centers (21ST CCLC) Program, the term of this Agreement shall be July 1, 2021 through June 30, 2022.

11. COMPENSATION/COSTS AND PAYMENT SCHEDULE

Annual total contract amount up to ***\$100,035.00** to YMCA of San Diego County.

YMCA of San Diego County shall submit to San Ysidro School District itemized invoices which indicate work completed by YMCA for 21st Century Community Learning Centers exclusively upon exhausted 85% of 21st CLCC funding for San Ysidro Middle and Willow Elementary School. The 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 MOA. District shall pay YMCA of San Diego County as available from SDCOE within 30 days and in accordance with this Agreement.

Payments of the grant may actually differ from the granted amount as determined by CDE due to: 1) Non-operation of a program at a school site or non-operation of a funded grant component. 2) The inability to expend the total grant award by the June 30, 2020 final expenditure deadline for all 21ST CCLC grant funds as determined by CDE. 3) Any 21ST CCLC program Audit Findings or Program Compliance issues that result in the reduction of grant award or repayment of expended 21ST CCLC funding will be paid to YMCA of San

Diego County if determined such findings or compliance issues were a result of the failure to provide contracted services agreed upon by both parties and/or stated in signed MOA.

12. YMCA OF SAN DIEGO COUNTY & SAN YSIDRO SCHOOL DISTRICT PROGRAM CONTACT PERSONS:

YMCA of San Diego County Contact:

Steve Hensel
YMCA of San Diego County
Executive Director
3333 Camino Del Rio South Suite 110
San Diego, CA 92108
619-521-3055 x 2620

San Ysidro School District Contact:

Omar Calleros
San Ysidro School District
Coordinator, Full Service Community Schools
4350 Otay Mesa Rd.
San Ysidro, CA 92173
619-428-4476 x 3086

13. CONFIDENTIALITY

1. All communications and information obtained by YMCA of San Diego County from San Ysidro School District relating to this agreement, and all information developed by YMCA of San Diego County under this agreement, are confidential. Except as provided in Subsection 3, without the prior written consent of an authorized representative of San Ysidro School District, YMCA of San Diego County shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, YMCA of San Diego County shall inform the San Ysidro School District, in writing, of the nature and reasons for such disclosure. YMCA of San Diego County shall not use any communications or information obtained from San Ysidro School District for any purpose other than the performance of this agreement without San Ysidro School District's written prior consent.
2. At the conclusion of the performance of this agreement, YMCA of San Diego County shall return to San Ysidro School District all written materials constituting or incorporating any communications or information obtained from the San Ysidro School District. Upon San Ysidro School District's specific approval, YMCA of San Diego County may retain copies of such materials, subject to the requirements of Subsection 1.

San Ysidro School District may disclose to any vendor, or YMCA of San Diego County approved third parties, any information otherwise subject to Subsection 1 that is reasonably required for the performance and administration of the scope of work described in this contract. Prior to any such disclosure, San Ysidro School District shall obtain the YMCA of San Diego County's written agreement to the requirements of Subsection 1 and shall provide a copy of such agreement to San Ysidro School 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 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 YMCA/Service Provider from LEA/District continue to be the property of and under the control of the District. The YMCA will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The YMCA will not obtain pupil-generated content.
 - In the event of an unauthorized disclosure of a pupil’s records, the YMCA 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.
 - YMCA shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Agreement.
 - YMCA certifies that a pupil’s records shall not be retained or made available to the YMCA upon completion of the terms of this Professional Services Agreement.
 - District agrees to work with the YMCA to ensure compliance with FERPA.
 - The YMCA 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 do not include 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.
4. YMCA of San Diego County’s obligation of confidence with respect to information submitted or disclosed to YMCA of San Diego County by San Ysidro School District hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

Likewise, San Ysidro School District obligation of confidence with respect to information submitted or disclosed to San Ysidro School District by YMCA of San Diego County hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

14. CONFIDENTIALITY OF SERVICES

Identities of all respondents including but not limited to staff, principal(s), parent(s), student(s) and individual responses on surveys in conjunction with this evaluation will be kept confidential

by the YMCA of San Diego County. Reports generated will reflect aggregated data. No individual responses will be used. The YMCA of San Diego County is not authorized to redistribute or share any data or information with any agency, entity or individual without the written consent of the San Ysidro School District.

YMCA of San Diego County agrees to all of the following:

- a. YMCA shall not disclose private information obtained from the San Ysidro School District in the performance of this Agreement to any other vendor, person, or other entity, unless one of the following is true:
 - i. The disclosure is authorized by this Agreement;
 - ii. The YMCA received advance written approval from the San Ysidro School District to disclose the information; or
 - iii. The disclosure is required by law or judicial order and in accordance with AB163
- b. Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.
- c. Any failure of the contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the San Ysidro School District may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

15. TERMINATION FOR CONVENIENCE

1. Either party to this agreement may, by written notice to the other party, terminate this agreement in whole or in part at any time for either party's convenience.
2. If the termination is for the convenience of the San Ysidro School District, upon receipt of 60 days' notice, YMCA of San Diego County shall:
 - (1) Immediately discontinue all services affected (unless the notice directs otherwise) and
 - (2) Deliver to San Ysidro School District all information and material/equipment as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by YMCA of San Diego County of such notice.

YMCA of San Diego County shall submit a final invoice within 60 days of termination and upon approval the San Ysidro School District shall reimburse for services actually performed prior to the effective date of termination and other costs reasonably incurred by YMCA of San Diego County to implement the termination.

3. YMCA of San Diego County shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to YMCA of San Diego County in accordance with this section shall constitute the District's exclusive remedy for any termination hereunder. The rights and remedies of San Ysidro School District provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

16. TERMINATION FOR DEFAULT

1. Either party to this agreement may, by written notice to the other party, terminate this agreement in whole or in part at any time because of the failure to fulfill its contractual obligations.
2. If this agreement is terminated by the San Ysidro School District, upon receipt of such notice, YMCA of San Diego County shall:
 - (1) Immediately discontinue all services affected (unless the notice directs otherwise) and
 - (2) Deliver to San Ysidro School District all information and material/equipment as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by YMCA of San Diego County of such notice.
3. If the termination is due to the failure of YMCA of San Diego County to fulfill its contractual obligations, San Ysidro School District may take over the services and complete the services by contract or otherwise.

17. 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 Agreement, YMCA of San Diego County is acting as an independent contractor and not as an officer, agent, or employee of San Ysidro School District.

18. HOLD HARMLESS

YMCA of San Diego County agrees to hold harmless, to defend, and to indemnify the San Ysidro School District, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, San Ysidro School District performance, or lack thereof, under this Agreement.

Likewise, the San Ysidro School District agrees to hold harmless, to defend, and to indemnify YMCA of San Diego County, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, YMCA of San Diego County performance, or lack thereof, under this Agreement.

19. WORKERS' COMPENSATION

YMCA of San Diego County shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance will be provided, providing for such, or YMCA of San Diego County shall sign and file with San Ysidro School District the following certificate:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

20. NON-FUNDING

Notwithstanding any of the foregoing provisions, if for any fiscal year of this Agreement the San Diego County Office of Education School Board fails to appropriate or allocate funds for future periodical payments under this Agreement, San Ysidro School District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and may terminate this Agreement with 30 days' written notice.

21. AUDIT

YMCA of San Diego County agrees to maintain and preserve until five years after termination of the Agreement with San Ysidro School District, and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

22. INSURANCE REQUIREMENTS

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

(2) Minimum Requirements and Limits. YMCA 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 YMCA, 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 (to include sexual abuse and molestation coverage) 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 a limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Sexual Misconduct (Abuse and Molestation) Coverage** with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate either by separate policy or by an endorsement to Insureds Commercial General Liability coverage.

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

YMCA of San Diego County shall file, with the San Ysidro School District, endorsed Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **San Ysidro School District** as an additional insured.

23. GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

24. COMPLIANCE WITH LAW

YMCA of San Diego County shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination.

25. FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the San Ysidro School District and the YMCA of San Diego County President/CEO.

26. TOBACCO-FREE FACILITY

San Ysidro School District is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of school property.

27. PUPIL SAFETY / SCHOOL SAFETY ACT

Pupil Safety/School Safety Act: The San Ysidro School District shall determine the YMCA of San Diego County's level of contact with pupils from the following two (2) choices, by inserting an **X** below:

☐ The YMCA of San Diego County will have **"limited contact"** with pupils and the Contractor/Provider may be required to do one or more of the following to protect pupils:

1. Prohibit Contractor/Provider's employees from using student restroom facilities,
2. Perform work when school is not in session,
3. Provide security patrols or supervision,
4. Restrict Contractor/Provider's employees' access to site grounds, and/or
5. Provide badges or other visible means of Contractor/Provider's identification.

☒ The YMCA of San Diego County will have **"greater than limited contact"** with pupils and the YMCA of San Diego County shall require their employees, including the employees of any subcontractor who will provide these services, to submit their fingerprints in order to conduct a criminal background check per Education Code §45122.1. The YMCA of San Diego County shall not permit any employee, including the employees of any subcontractor, to perform services under this contract until:

1. The Department of Justice has determined that these employees have not been convicted of, or have charges pending for a defined felony.

2. The YMCA of San Diego County has **certified in writing** to the San Ysidro School District that the employer and all of these employees have not been convicted of, or do not have charges pending for a defined felony.

By (Authorized Signature)

Date

Steve Hensel

Name (Type or Print)

YMCA of San Diego County

28. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

SAN YSIDRO SCHOOL DISTRICT

By (Authorized Signature)

Dr. Gina A. Potter, Ed.D.
Superintendent
San Ysidro School District

Date: _____

Board Approved: _____

YMCA OF SAN DIEGO COUNTY

By (Authorized Signature)

Name:
President/CEO
YMCA of San Diego County

Date: _____

YMCA Federal EIN #: 95-2039198

**San Diego County Office of Education
Funding Status per School
2021-2022**

Grant Number	District Name	CDS Code	School Name	School Type	Sub Program	Amount Awarded	2% SDCOE	3% SYSD	5% Y Admin	5% Indirect Cost	85% Direct Services
37-14349-1037-0A	San Ysidro Elementary	37683796098453	San Ysidro Middle	E	After School Base	\$27,000.00	\$540.00	\$810.00	\$1,350.00	\$1,350.00	\$22,950.00
37-14349-1037-0A	San Ysidro Elementary	37683796098453	San Ysidro Middle	E	After School Supplemental	\$8,100.00	\$162.00	\$243.00	\$405.00	\$405.00	\$6,885.00
37-14349-1037-0A	San Ysidro Elementary	37683790123000	Willow Elementary	E	After School Base	\$54,000.00	\$1,080.00	\$1,620.00	\$2,700.00	\$2,700.00	\$45,900.00
37-14349-1037-0A	San Ysidro Elementary	37683790123000	Willow Elementary	E	After School Supplemental	\$16,200.00	\$324.00	\$486.00	\$810.00	\$810.00	\$13,770.00
					TOTAL GRANT AMOUNT	\$105,300.00	\$2,106.00	\$3,159.00	\$5,265.00	\$5,265.00	\$89,505.00
					GRANT AMOUNT, LESS 3%	\$102,141.00					

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 15, 2021

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

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

AGENDA ITEM: AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR THE
2021-2022 ASES PROGRAM

BACKGROUND INFORMATION:

This Memorandum of Agreement (MOA) is entered with YMCA of San Diego County and the San Ysidro School District to implement the After School Education & Safety (ASES) Program. Base and supplemental funds have been applied to the YMCA to implement a Summer Program and to provide safe, academically enriching before and after school programs to district students. Services will be provided at La Mirada, Willow, Smythe, Sunset, San Ysidro Middle, Vista Del Mar, and Ocean View Hills Schools.

RECOMMENDATION:

Approve 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.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Safety, Climate and Student Engagement ~ Action 2.9: Continue to provide the After School Education and Safety (ASES) program at all sites and a Coordinator of ASES to oversee program implementation and effectiveness.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

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

☒ Yes ☐ No

Requisition #

\$874,819.88

(Amount)

ASES Fund

(Name of funding source and/or location)

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

MEMORANDUM OF AGREEMENT

After School Education & Safety (ASES) Base and Supplemental YMCA of San Diego County 2021-2022-Contract for Services

This Agreement is to provide summer program services, before school program services, and after school program services through the After School Education and Safety Program (ASES) is entered into this 1st day of July, 2021 by and between the **San Ysidro School District** and **YMCA of San Diego County (YMCA)** who agrees to provide the services in accordance with the provisions of the California Education Code (EC) sections 8482-8484.7.

1. General Conditions:

ASES Program Hours of Operation and Attendance Requirements:

1. The Supplemental Program will operate 4.5 hours for at least 20 days.
2. Additional supplemental funds may be allocated for additional services per the direction of San Ysidro School District.
3. The After School Program will begin operation immediately upon the end of the regular school day and operate until at least 6:00 p.m. for a minimum of 15 hours per week, and on every "regular school day" and any day that students attend and instruction takes place.
4. For Before School Programs, provide program services for a minimum of 1 1/2 hours every school day.
5. Elementary students should participate every day the after school component operates.
6. Establish a local policy for early release of students attending the ASES after school component needing to leave a program before closing which includes written parental permission stating the dates, times, and reasons for the early release. However, the after school component must remain open until at least 6:00 p.m.
7. Establish a policy for late arrival of those students attending the ASES Before School Program. This late arrival policy should include parental permission stating the dates, times, and reasons for the late arrival.
8. To ensure that subsequent ASES grant awards will not be reduced due to insufficient program attendance and performance, YMCA of San Diego County must enforce the grant rules in compliance with **California Education Code 8483.7. (a) (1) (A)**. California Education Code 8483.7. (a) (1) (A). states: Each school that establishes a program pursuant to this article is eligible to receive a three-year direct grant, that shall be awarded in three one-year increments and is subject to semi- annual attendance reporting and requirements as described in Section 8482.3 once every three years:
 - i. The CDE shall provide technical support for development of a program improvement plan for grantees under the following conditions: (I) If actual pupil attendance falls below 75 percent of the target attendance level in any year of the grant. (II) If the grantee fails, in any year of the grant, to demonstrate measurable outcomes pursuant to Section 8484.
 - ii. The CDE shall adjust the grant level of any school within the program that is under 85% of its targeted attendance level in each of two consecutive years.
 - iii. In any year after the initial grant year, if the actual attendance level of a school within the program falls below 75 percent of the target attendance level, the CDE shall perform a review of the program and adjust the grant level as the CDE deems appropriate.

Failure to comply with California Education Code 8483.7 shall result in a reduction of the ASES grant award allocations.

2. Web-Based Attendance and Daily Attendance Accountability Requirements:

1. The YMCA of San Diego County will implement the *City Span Web-based Attendance Tracking System* (www.youthservices.net/sandiego) for daily program attendance entry.
2. YMCA of San Diego County must fully utilize the “*Automated Card Scanning*” capability for the system. The *City Span Web-based Attendance Tracking System* will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the ASES program.
3. YMCA of San Diego County will use the web-based attendance system’s card scanning features to ensure that all students are counted for attendance purposes in compliance with *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).
4. YMCA of San Diego County will identify key staff members to participate in trainings provided by SDCOE/City Span for implementation of the *City Span Web-based Attendance Tracking System*.
5. In addition, YMCA of San Diego County must monitor on a weekly basis that all students sign-in (AM Program) and sign-out (PM Program) times comply with the Early Release/Late Arrival times on file for each student.
6. San Ysidro School District will facilitate monthly attendance reporting and reconciling with the SDCOE.

3. Staffing Requirements:

1. YMCA of San Diego County must ensure a student-to-staff ratio of no more than 20 to 1.
2. YMCA of San Diego County must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the San Ysidro School District. Any testing sites in San Diego County is acceptable.
3. YMCA of San Diego County shall be responsible for students, staff, and parents accessing services under this Agreement. YMCA of San Diego County certifies that it shall provide adequate supervision of the students, staff, and other program personnel, and that its staff will follow legal guidelines on reporting child abuse/neglect.
4. YMCA of San Diego County must certify that all personnel providing services to students are Livescan screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel has provided evidence of freedom from active tuberculosis prior to starting service at any school site.

4. State Mandated Data and Evaluation Requirements:

1. YMCA will collaborate with San Ysidro School District and SDCOE to disseminate statewide evaluation process as determined by the CDE.
2. YMCA will respond to surveys or other methods of data collection that may be required throughout the duration of the program.
3. Both San Ysidro School District and YMCA will collaborate to ensure timely and accurate collection of data required to conduct program evaluations including but not limited to Annual Performance Reports.

4. San Ysidro School District will share evaluation data reports with YMCA of San Diego County to use for a quality improvement plan.

5. Student Reimbursement Rate, Payment, and Program Expenditure Guidelines:

1. Upon notification of overpayment in excess of the grant award amount or request for reimbursement of unexpended ASES grant funds by the CDE, San Ysidro School District or YMCA of San Diego County will be required to return the entire amount of funding in question to the San Diego County Office of Education.
2. Ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, California Education Code 8483.7.
3. Failure to comply with California Education Code 8483.7 shall result in a reduction of the ASES grant award during the current fiscal year or in subsequent years of the grant.
4. San Ysidro School District shall amend contract appropriately with the YMCA of San Diego County if the daily ASES reimbursement rate is increased by the California Department of Education during the term of contracted services. The current ASES reimbursement rate is \$8.88 per student/per day for the PM Program and \$5.92 per student/per day for the AM Program. San Ysidro shall adjust contract maximum to the appropriate percentage grant award was increased or reduced in contract year.

6. Federal Program Monitoring and Annual Program Audit Guidelines.

1. San Ysidro School District shall provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE and YMCA relative to the administration of the ASES Grant Requirements per California State Education Code Sections 8482-8484.6 and the Standards and Procedures for Audits of California K-12 Local Education Agencies 2007-2008; Article 3.1. § 19846. After School Education and Safety Program.
2. Both San Ysidro School District and YMCA of San Diego County personnel shall participate in Federal Program Monitoring (FPM) training.
3. Both San Ysidro School District and YMCA of San Diego County will attend Federal Program Monitoring (FPM) meetings with the CDE.

7. 85/15 Grant Budget Restrictions

1. The San Diego County Office of Education shall retain 2% or \$18,417.29 of total grant funds for direct administrative costs.
2. San Ysidro School District shall retain 3% or \$27,625.89 of total grant funds for direct administrative costs.
3. The YMCA must expend at least 85% or \$782,733.58 of total grant funding in direct services for pupils.
4. No more than 5% or \$46,043.15 of direct administrative costs shall be expended by YMCA.
5. The YMCA of San Diego County shall receive up to 5% or \$46,043.15 for indirect costs.

8. Program Matching Funding Requirements.

1. Program must provide local funds totaling no less than one-third of the grant amount.
2. San Ysidro School District will provide matching funds for facilities and space usage not to exceed

25% of total match requirement.

3. YMCA of San Diego County shall contribute 10% of total match requirement
4. State categorical funds for remedial education activities may not be used to fulfill match requirements.

9. Additional ASES Program Operation Requirements.

1. Both San Ysidro School District and YMCA shall each designate an ASES Contact person.
2. Ensure the designated ASES Contact(s) attends the scheduled ASES District Contact meetings provided by the Resources & Technical Assistance Center (RTAC), the After School Administrative Program Support Center (ASC), the Children's Initiative (CI), and the San Diego Office of Education (SDCOE).
3. Designated program coordinator will apply 75% of their scheduled time to be within the San Ysidro School District and school sites to provide a direct and first line of response between parent, students and school sites.
4. Ensure that the program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, science and computer training.
5. The program will have an educational enrichment element that may include, but not limited to STEM, sports, visual and performing arts (dance), service learning, and youth development activities. These items should be discussed collaboratively between school administration and YMCA of San Diego County to best meet the needs of the San Ysidro School District.
6. Plan the program through a collaborative process that includes parents, youth, and school administration and personnel, community organizations, and the private sector.
7. If the site is not located on a school campus, it must be as accessible and available as the school site with safe transportation being provided by San Ysidro School District to enrolled participants.
8. San Ysidro School District shall collaborate with YMCA to provide a snack and/or supper program that conforms to Article 2.5 of Chapter 9 of Part 27, commencing with Education Code Section 49430. (EC 8482.3(d)).
9. Provide information regarding the ASES Program in a form and language that is easily understandable to all parents.
10. Each partner in the application will share responsibility for the quality of the program. San Ysidro School District and YMCA will partner to conduct an annual continuous quality improvement process.
11. San Ysidro School District and YMCA will collaborate and coordinate with the regular school day program.
12. San Ysidro School District is responsible to ensure the YMCA of San Diego County has access to safe, clean, and supportive indoor/outdoor space at participating school sites to conduct a high quality program. Space shall include adequate indoor space for all academic and enrichment activities and shall be cleaned to the same standards/schedule as the regular school day.
13. All YMCA staff and volunteers will fulfill health screening and fingerprint clearance requirements in current law according to San Ysidro School District policy.
14. Each ASES funded site will be responsible for the development of a 2021-2022 After School Program Plan as part of the San Diego ASES Program Consortium.
15. San Ysidro School District and YMCA administration will review the ASES Program Plan annually and provide updates and/or revisions based on ASES program components, California Department of Education guidelines, and identified district program changes based on changes in grant or sites.
16. Each site ASES Program plan will identify 2021-2022 Attendance Goals described in Section VII

of the San Diego Consortium After School Program Plan.

17. Ensure that ASES staff attends District and SDCOE training opportunities designed to maximize program effectiveness.
18. Host scheduled technical assistance site visits conducted by staff from RTAC, the After School (ASC) and the CI.
19. Collaborate with staff from RTAC, the After School (ASC), and the CI to review site visitation and technical assistance reports and plan for continuous program improvement.
20. San Ysidro School District and YMCA of San Diego County will ensure the proper record keeping and documentation of program activities and the timely submission of all required reports. All reports due to San Diego County Office of Education and delegated to YMCA of San Diego County by San Ysidro School District shall include at least 30 days' notice unless otherwise agreed upon by both parties.

10. Terms and Conditions of the Grant Award

1. YMCA of San Diego County will make reports to San Ysidro School District as necessary to enable San Ysidro School District to perform its duties and will maintain such records and provide access to those records as San Ysidro School District deems necessary. The school and YMCA of San Diego County shall maintain such records for at least five years after the completion of the activities for which the funds are used.
2. YMCA of San Diego County will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public (California Public Records Act, Government Code Section 6250 et seq.)
3. Record revenues and expenditures for this grant as follows: for Standardized Account Code Structure (SASC) coding, use Resource Code 9065 and Revenue Object Code 8590.
4. This grant shall be administered in accordance with the provisions of California Education Code (EC) sections 8482-8484.6. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including but not limited to, the Education Code of the State of California.
5. If a program participant receives state funds to operate ASES in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the San Diego County Office of Education (SDCOE) shall reduce any subsequent allocations by the amount equal to the overpayment.
6. YMCA of San Diego County shall provide financial expenses monthly to San Ysidro School District.
7. San Ysidro School District shall be responsible to submit quarterly expenditure reports and program reports (including evaluation reports) to the San Diego County Office of Education.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce, increase, or defer the funding upon which this award is based, then this award will be amended accordingly.

PERIOD OF AGREEMENT

According to the terms of the After School Education & Safety (ASES) Program, the term of this Agreement shall be July 1, 2021 through June 30, 2022.

11. COMPENSATION/COSTS AND PAYMENT SCHEDULE

Annual total contract amount up to ***\$874,819.88** to YMCA of San Diego County.

YMCA of San Diego County shall submit to San Ysidro School District itemized invoices which indicate work completed by YMCA for ASES only. The 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 MOA. District shall pay YMCA of San Diego County as available from SDCOE within 30 days and in accordance with this Agreement. The YMCA of San Diego County will inform San Ysidro School district one it has expended 75% of allocated ASES funds for San Ysidro Middle and Willow Elementary. District shall pay YMCA of San Diego County as available from SDCOE within 30 days and in accordance with this Agreement

Payments of the grant may actually differ from the granted amount as determined by CDE due to: 1) Non-operation of a program at a school site or non-operation of a funded grant component. 2) The inability to expend the total grant award by the June 30, 2020 final expenditure deadline for all ASES grant funds as determined by CDE. 3) Any ASES program Audit Findings or Program Compliance issues that result in the reduction of grant award or repayment of expended ASES funding will be paid to YMCA of San Diego County if determined such findings or compliance issues were a result of the failure to provide contracted services agreed upon by both parties and/or stated in signed MOA.

12. YMCA OF SAN DIEGO COUNTY & SAN YSIDRO SCHOOL DISTRICT PROGRAM CONTACT PERSONS:

YMCA of San Diego County Contact:

Steve Hensel
YMCA of San Diego County
Executive Director
3333 Camino Del Rio South Suite 110
San Diego, CA 92108
619-521-3055 x 2620

San Ysidro School District Contact:

Omar Calleros
San Ysidro School District
Coordinator, Full Service Community Schools
4350 Otay Mesa Rd.
San Ysidro, CA 92173
619-428-4476 x 3086

13. CONFIDENTIALITY

1. All communications and information obtained by YMCA of San Diego County from San Ysidro School District relating to this agreement, and all information developed by YMCA of San Diego County under this agreement, are confidential. Except as provided in Subsection 3, without the prior written consent of an authorized representative of San Ysidro School District, YMCA of San Diego County shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, YMCA of San Diego County shall inform the San Ysidro School District, in writing, of the nature and reasons for such disclosure. YMCA of San Diego County shall not use any communications or information obtained from San Ysidro School District for any purpose other than the performance of this agreement without San Ysidro School District's written prior consent.

2. At the conclusion of the performance of this agreement, YMCA of San Diego County shall return to San Ysidro School District all written materials constituting or incorporating any communications or information obtained from the San Ysidro School District. Upon San Ysidro School District's specific approval, YMCA of San Diego County may retain copies of such materials, subject to the requirements of Subsection 1.

San Ysidro School District may disclose to any vendor, or YMCA of San Diego County approved third parties, any information otherwise subject to Subsection 1 that is reasonably required for the performance and administration of the scope of work described in this contract. Prior to any such disclosure, San Ysidro School District shall obtain the YMCA of San Diego County's written agreement to the requirements of Subsection 1 and shall provide a copy of such agreement to San Ysidro School 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 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 YMCA/Service Provider from LEA/District continue to be the property of and under the control of the District. The YMCA will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The YMCA will not obtain pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the YMCA 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.
- YMCA shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Agreement.
- YMCA certifies that a pupil's records shall not be retained or made available to the YMCA upon completion of the terms of this Professional Services Agreement.
- District agrees to work with the YMCA to ensure compliance with FERPA.
- The YMCA 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 do not include 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.

4. YMCA of San Diego County's obligation of confidence with respect to information submitted or disclosed to YMCA of San Diego County by San Ysidro School District hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

Likewise, San Ysidro School District obligation of confidence with respect to information submitted or disclosed to San Ysidro School District by YMCA of San Diego County hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

14. CONFIDENTIALITY OF SERVICES

Identities of all respondents including but not limited to staff, principal(s), parent(s), student(s) and individual responses on surveys in conjunction with this evaluation will be kept confidential by the YMCA of San Diego County. Reports generated will reflect aggregated data. No individual responses will be used. The YMCA of San Diego County is not authorized to redistribute or share any data or information with any agency, entity or individual without the written consent of the San Ysidro School District.

YMCA of San Diego County agrees to all of the following:

- a. YMCA shall not disclose private information obtained from the San Ysidro School District in the performance of this Agreement to any other vendor, person, or other entity, unless one of the following is true:
 - i. The disclosure is authorized by this Agreement;
 - ii. The YMCA received advance written approval from the San Ysidro School District to disclose the information; or
 - iii. The disclosure is required by law or judicial order and in accordance with AB163
- b. Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.
- c. Any failure of the contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the San Ysidro School District may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

15. TERMINATION FOR CONVENIENCE

1. Either party to this agreement may, by written notice to the other party, terminate this agreement in whole or in part at any time for either party's convenience.
2. If the termination is for the convenience of the San Ysidro School District, upon receipt of 60 days' notice, YMCA of San Diego County shall:

- (1) Immediately discontinue all services affected (unless the notice directs otherwise) and
- (2) Deliver to San Ysidro School District all information and material/equipment as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by YMCA of San Diego County of such notice.

YMCA of San Diego County shall submit a final invoice within 60 days of termination and upon approval the San Ysidro School District shall reimburse for services actually performed prior to the effective date of termination and other costs reasonably incurred by YMCA of San Diego County to implement the termination.

3. YMCA of San Diego County shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to YMCA of San Diego County in accordance with this section shall constitute the District's exclusive remedy for any termination hereunder. The rights and remedies of San Ysidro School District provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

16. TERMINATION FOR DEFAULT

1. Either party to this agreement may, by written notice to the other party, terminate this agreement in whole or in part at any time because of the failure to fulfill its contractual obligations.
2. If this agreement is terminated by the San Ysidro School District, upon receipt of such notice, YMCA of San Diego County shall:

- (1) Immediately discontinue all services affected (unless the notice directs otherwise) and
- (2) Deliver to San Ysidro School District all information and material/equipment as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by YMCA of San Diego County of such notice.

3. If the termination is due to the failure of YMCA of San Diego County to fulfill its contractual obligations, San Ysidro School District may take over the services and complete the services by contract or otherwise.

17. 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 Agreement, YMCA of San Diego County is acting as an independent contractor and not as an officer, agent, or employee of San Ysidro School District.

18. HOLD HARMLESS

YMCA of San Diego County agrees to hold harmless, to defend, and to indemnify the San Ysidro School District, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, San Ysidro School District performance, or lack thereof, under this Agreement.

Likewise, the San Ysidro School District agrees to hold harmless, to defend, and to indemnify YMCA of San Diego County, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, YMCA of San Diego County performance, or lack thereof, under this Agreement.

19. WORKERS' COMPENSATION

YMCA of San Diego County shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance will be provided, providing for such, or YMCA of San Diego County shall sign and file with San Ysidro School District the following certificate:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

20. NON-FUNDING

Notwithstanding any of the foregoing provisions, if for any fiscal year of this Agreement the San Diego County Office of Education School Board fails to appropriate or allocate funds for future periodical payments under this Agreement, San Ysidro School District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and may terminate this Agreement with 30 days' written notice.

21. AUDIT

YMCA of San Diego County agrees to maintain and preserve until five years after termination of the Agreement with San Ysidro School District, and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

22. INSURANCE REQUIREMENTS

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

(2) Minimum Requirements and Limits. YMCA 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 YMCA, 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 (to include sexual abuse and molestation coverage) 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 a limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Sexual Misconduct (Abuse and Molestation) Coverage** with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate either by separate policy or by an endorsement to Insureds Commercial General Liability coverage.

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

YMCA of San Diego County shall file, with the San Ysidro School District, endorsed Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **San Ysidro School District** as an additional insured.

23. GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

24. COMPLIANCE WITH LAW

YMCA of San Diego County shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination.

25. FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the San Ysidro School District and the YMCA of San Diego County President/CEO.

26. TOBACCO-FREE FACILITY

San Ysidro School District is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of school property.

27. PUPIL SAFETY / SCHOOL SAFETY ACT

Pupil Safety/School Safety Act: The San Ysidro School District shall determine the YMCA of San Diego County's level of contact with pupils from the following two (2) choices, by inserting an X below:

 The YMCA of San Diego County will have "**limited contact**" with pupils and the Contractor/Provider may be required to do one or more of the following to protect pupils:

1. Prohibit Contractor/Provider's employees from using student restroom facilities,
2. Perform work when school is not in session,
3. Provide security patrols or supervision,
4. Restrict Contractor/Provider's employees' access to site grounds, and/or
5. Provide badges or other visible means of Contractor/Provider's identification.

 X The YMCA of San Diego County will have "**greater than limited contact**" with pupils and the YMCA of San Diego County shall require their employees, including the employees of any subcontractor who will provide these services, to submit their fingerprints in order to conduct a criminal background check per Education Code §45122.1. The YMCA of San Diego County shall not permit any employee, including the employees of any subcontractor, to perform services under this contract until:

1. The Department of Justice has determined that these employees have not been convicted of, or have charges pending for a defined felony.
2. The YMCA of San Diego County has **certified in writing** to the San Ysidro School District that the employer and all of these employees have not been convicted of, or do not have charges pending for a defined felony.

By (Authorized Signature)

Date

Steve Hensel

Name (Type or Print)

YMCA of San Diego County

28. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by writing duly executed by both parties hereto.

// Signature Page is next //

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

SAN YSIDRO SCHOOL DISTRICT

By (Authorized Signature)

Dr. Gina A. Potter, Ed.D.
Superintendent
San Ysidro School District

Date: _____

Board Approved: _____

YMCA OF SAN DIEGO COUNTY

By (Authorized Signature)

Name:
President/CEO
YMCA of San Diego County

Date: _____

YMCA Federal EIN #: 95-2039198

San Diego County Office of Education
TENTATIVE Funding Status per School
2021-2022

Grant Number	District Name	CDS Code	School Name	School	Sub Program	Amount Awarded	Reduction	projected	2% SDCOE	3% SYSD	5% Y Admin	6% Indirect Cost	85% Direct Services
37-24239-1037-EZ	San Ysidro Elementary	3768379608007	La Mirada Elementary	E	After School Base	\$133,169.40	\$	\$133,169.40	\$2,663.39	\$3,995.08	\$6,658.47	\$6,658.47	\$113,193.99
37-24239-1037-EZ	San Ysidro Elementary	3768379608007	La Mirada Elementary	E	After School Supplemental	\$	\$	\$	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
37-24239-1037-EZ	San Ysidro Elementary	3768379608007	La Mirada Elementary	E	Before School Base	\$17,690.98	\$	\$17,690.98	\$353.82	\$530.73	\$884.55	\$884.55	\$15,037.33
37-24239-1037-EZ	San Ysidro Elementary	3768379608007	La Mirada Elementary	E	Before School Supplemental	\$1,926.05	\$	\$1,926.05	\$38.52	\$57.78	\$98.30	\$98.30	\$1,637.14
37-24239-1037-EZ	San Ysidro Elementary	37683796119341	Ocean View Hills	E	After School Base	\$134,512.91	\$	\$134,512.91	\$2,690.26	\$4,035.39	\$6,725.65	\$6,725.65	\$114,335.97
37-24239-1037-EZ	San Ysidro Elementary	37683796119341	Ocean View Hills	E	After School Supplemental	\$0.00	\$	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
37-24239-1037-EZ	San Ysidro Elementary	37683796119341	Ocean View Hills	E	Before School Base	\$12,281.18	\$	\$12,281.18	\$245.82	\$368.44	\$614.06	\$614.06	\$10,439.00
37-24239-1037-EZ	San Ysidro Elementary	37683796098453	Ocean View Hills	E	Before School Supplemental	\$1,398.60	\$	\$1,398.60	\$27.93	\$41.90	\$69.83	\$69.83	\$1,187.11
37-24239-1037-EZ	San Ysidro Elementary	37683796088463	San Ysidro Middle	M	After School Base	\$44,747.18	\$	\$44,747.18	\$894.94	\$1,342.42	\$2,237.36	\$2,237.36	\$38,035.10
37-24239-1037-EZ	San Ysidro Elementary	37683796085146	San Ysidro Middle	M	Before School Base	\$4,914.96	\$	\$4,914.96	\$98.30	\$147.45	\$245.75	\$245.75	\$4,177.72
37-24239-1037-EZ	San Ysidro Elementary	37683796085146	Smythe Elementary	E	After School Supplemental	\$133,169.40	\$	\$133,169.40	\$2,663.39	\$3,995.08	\$6,658.47	\$6,658.47	\$113,193.99
37-24239-1037-EZ	San Ysidro Elementary	37683796085146	Smythe Elementary	E	After School Supplemental	\$	\$	\$	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
37-24239-1037-EZ	San Ysidro Elementary	37683796085146	Smythe Elementary	E	Before School Base	\$20,827.69	\$	\$20,827.69	\$416.55	\$624.83	\$1,041.38	\$1,041.38	\$17,763.54
37-24239-1037-EZ	San Ysidro Elementary	37683796085146	Smythe Elementary	E	Before School Supplemental	\$951.11	\$	\$951.11	\$19.02	\$28.53	\$47.56	\$47.56	\$808.44
37-24239-1037-EZ	San Ysidro Elementary	37683796053284	Sunset Elementary	E	After School Base	\$133,169.40	\$	\$133,169.40	\$2,663.39	\$3,995.08	\$6,658.47	\$6,658.47	\$113,193.99
37-24239-1037-EZ	San Ysidro Elementary	37683796053284	Sunset Elementary	E	After School Supplemental	\$0.00	\$	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
37-24239-1037-EZ	San Ysidro Elementary	37683796053284	Sunset Elementary	E	Before School Base	\$26,001.21	\$	\$26,001.21	\$520.02	\$780.04	\$1,300.06	\$1,300.06	\$22,101.03
37-24239-1037-EZ	San Ysidro Elementary	37683790125518	Vista Del Mar	E	After School Base	\$78,057.91	\$	\$78,057.91	\$1,581.16	\$2,341.74	\$3,902.90	\$3,902.90	\$68,349.22
37-24239-1037-EZ	San Ysidro Elementary	37683790125518	Vista Del Mar	E	After School Supplemental	\$0.00	\$	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
37-24239-1037-EZ	San Ysidro Elementary	37683790125518	Vista Del Mar	E	Before School Base	\$12,281.18	\$	\$12,281.18	\$245.82	\$368.44	\$614.06	\$614.06	\$10,439.00
37-24239-1037-EZ	San Ysidro Elementary	37683790125518	Vista Del Mar	E	Before School Supplemental	\$217.98	\$	\$217.98	\$4.36	\$6.54	\$10.90	\$10.90	\$185.27
37-24239-1037-EZ	San Ysidro Elementary	37683790123000	Willow Elementary	E	After School Base	\$133,169.40	\$	\$133,169.40	\$2,663.39	\$3,995.08	\$6,658.47	\$6,658.47	\$113,193.99
37-24239-1037-EZ	San Ysidro Elementary	37683790123000	Willow Elementary	E	After School Supplemental	\$0.00	\$	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
37-24239-1037-EZ	San Ysidro Elementary	37683790123000	Willow Elementary	E	Before School Base	\$31,534.51	\$	\$31,534.51	\$630.69	\$946.04	\$1,576.73	\$1,576.73	\$28,804.33
37-24239-1037-EZ	San Ysidro Elementary	37683790123000	Willow Elementary	E	Before School Supplemental	\$844.00	\$	\$844.00	\$16.88	\$25.32	\$42.20	\$42.20	\$717.40
TOTAL GRANT AMOUNT						\$920,863.03		\$920,863.03	\$18,417.26	\$27,626.89	\$46,043.15	\$46,043.15	\$782,733.68
GRANT AMOUNT, LESS 3%						\$893,237.14		\$893,237.14					

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 15, 2021

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

FROM:
Educational Leadership, Pupil Services & Safety ☐ Informational
David Farkas, Ed.D., Asst. Superintendent ☒ Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT TO
PROVIDE CLIFTON ASSESSMENTS AND TRAINING TO DISTRICT STAFF

BACKGROUND INFORMATION:

This Consultant Agreement between the San Diego Superintendent of Schools (SDCOE) and our District is to provide the Clifton Assessment and StrengthsFinder training to all District staff.

Services and costs include:

- Clifton Assessments for 600 participants @ \$13.99 ea. - \$8,394.00
- StrengthsFinder Training (3 hr.) - \$328.98
- Pre-workshop prep, Support, training materials, mileage & follow-up - \$446.60
- Staff Name Badges (600) @ \$5.50 ea. - \$3,300.00

The term of this consultant agreement is from July 1, 2021, through October 5, 2021.

RECOMMENDATION:

Approve/Ratify 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 \$12,469.58 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Safety, Climate and Student Engagement ~ Action 2.5: Provide professional development for district and site staff to support a positive academic school environment (e.g., trauma informed care, customer service, PBIS/Restorative practices, behavior management, etc.).

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

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

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

\$12,469.58

(Amount)

General Fund

(Name of funding source and/or location)

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

Consultant Agreement
SDCOE Agreement No. _____

This Consultant Agreement, for the provision of services is entered into this FIRST day of JULY, 2021, by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SDCOE or Consultant") and SAN YSIDRO SCHOOL DISTRICT (hereinafter referred to as "District") who agrees to provide the following services to the District:

1. Scope of Services.

Consultant shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

2. Term of Agreement.

This Agreement shall be effective from the period commencing JULY 1, 2021, and ending OCTOBER 5, 2021, unless sooner terminated by the District as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Consultant shall return to the District any and all equipment, documents or materials and all copies made thereof which Consultant received from the District or produced for the District for the purposes of this Agreement.

3. Termination.

This Agreement may be terminated with or without cause by the District. Termination without cause shall be effective only upon 60-day written notice to Consultant. During said 60-day period Consultant shall perform all consulting services in accordance with this Agreement.

This Agreement may also be terminated by SDCOE for cause in the event of a material breach of this Agreement, misrepresentation by District in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the District. Termination for cause shall be effected by delivery of written notice of termination to Consultant. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

4. Compensation and Reimbursement.

The District will compensate SDCOE not to exceed a total of TWELVE THOUSAND, FOUR HUNDRED AND SIXTY NINE DOLLARS AND FIFTY EIGHT CENTS (\$12,469.58). Consultant understands and agrees that there shall be no payment in instances where services are not provided. All payments are made based upon a net 30 basis from receipt and approval of submitted invoice. SDCOE reserves the right to prorate any compensation based upon the services actually performed.

Invoices must include the SDCOE assigned agreement number stipulated on the first page of this Agreement. Consultant will invoice the District monthly for services that have been completed in the previous month.

Consultant may be reimbursed for reasonable and necessary expenses in accordance with SDCOE reimbursement policies provided such expenses are pre-approved by the District contact designee. Expense reimbursement requests require receipts, without accompanying receipts will not be reimbursed.

5. Confidential Relationship.

The District may from time to time communicate to Consultant certain information to enable Consultant to effectively perform the services. Consultant shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior

written consent of the District. Consultant shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Consultant, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Consultant without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to Consultant by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Consultant shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the District. In its performance hereunder, Consultant shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

6. Public Records Act.

Consultant acknowledges that the District is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The District acknowledges that Consultant may submit information that Consultant considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Consultant acknowledges that the District may submit to Consultant information that the District considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

7. Ownership of Documents.

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement by or for the District shall be the property of the District and shall be delivered to the District by Consultant upon demand.

Services provided to the District, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; the Districts' name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the District will remain the exclusive property of the District.

8. Fund Availability

Funding of this Agreement, if funded by the District, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of Consultant. In the event the funds are not available by operation of law or budget determination, the District shall have the exclusive right to withhold funding.

9. Data Privacy and Protection

All District content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) information involved in this agreement shall continue to be the property of and under the control of the District.

All content/data created by the District or by its students or personnel using the service provided will cease to be retained by the Consultant at the conclusion of this Agreement and will, in fact, be removed from the Consultant's records.

The Consultant will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the District's student and personnel information will not be undertaken without the express, written consent of the District.

The Consultant uses the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The Consultant will notify the District within 24 hours of the Consultant discovering an unauthorized access or disclosure of District data.

The Consultant and the District will work together to ensure compliance with FERPA regulations as applicable.

10. No Assignments.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which the District, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

11. Audit.

Consultant agrees to maintain and preserve, until three (3) years after termination of the Agreement with the District and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

12. Independent Contractor.

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Consultant is acting as an independent contractor and not as an officer, agent, or employee of the District.

13. Licenses, Permits, Etc.

Consultant represents and declares to the District that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Consultant represents and warrants to the District that Consultant shall, at its sole cost and expense, keep in

effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Consultant to practice its profession.

14. Consultant's Insurance.

The Consultant shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Required Amounts of Insurance:

General Liability Comprehensive form - Products/Completed Operations	Bodily Injury and Property Damage	\$1,000,000 Amount
Auto Liability Comprehensive form - Owned, Non-owned Hired	Bodily Injury and Property Damage Combined	\$100,000/\$300,000 Amount

The Consultant 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.

15. Workers' Compensation.

The Consultant shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or Consultant shall sign and file on company letterhead stationery with the District the following certificate:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

16. Tuberculosis Clearance.

Consultant shall certify in writing that Consultant's employees, volunteers, and subcontractors receive clearance for TB.

17. Pupil Safety/School Safety Act.

District shall comply with all provisions of Education Code section 45125.1 et seq., as applicable to the determination below. The SDCOE has completed the "Pupil Safety Provisions" below certifying the level of contact that District is expected to have with SDCOE'S pupils.

_____ The SDCOE has determined that greater than limited contact with pupils may occur under the terms of this Agreement. Fingerprinting and certification will be required of the Consultant. No work may take place until the requirements of Education Code section 45125.1 have been met.

_____ The SDCOE has determined that limited contact with pupils may occur under the terms of this Agreement. In lieu of fingerprinting, a SDCOE employee will provide supervision at all times when the Consultant has contact with pupils.

 X The SDCOE has determined that there will be no contact with pupils under the terms of this Agreement.

The above determination is made by Dr. Leo Smith

Signature _____ Date _____
(SDCOE Program Manager/Director)

18. Indemnification.

Consultant agrees to hold harmless, defend, and to indemnify the District, accept any and all responsibility for loss or damage to any person or entity, including the District, and to indemnify, hold harmless, and release the District, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on SDCOE's part, but to the extent required by law, excluding liability due to SDCOE's conduct. SDCOE shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

19. Tobacco-Free Facility.

The SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of or within SDCOE property.

20. Notices.

All notices, legal or otherwise, shall be provided as follows:

SDCOE: Dr. Erin English, Executive Director
Innovation Division
6401 Linda Vista Rd
San Diego, CA 92111
858-298-2124

With copy to: Chief Business Officer and
SDCOE Legal Services
6401 Linda Vista Rd
San Diego, CA 92111

District: Dr. Gina Potter, Superintendent
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173-1685
619-428-4476

21. Amendment.

No oral or other agreements or understandings shall be effective to modify or alter the written terms of the agreement. This Agreement may be amended or modified only by a written instrument signed by the District and by a duly authorized representative of the Consultant.

22. Governing Law/Venue.

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

23. Compliance with Law.

The Consultant shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination.

24. Debarment, Suspension or Ineligibility Clause.

By signing this Agreement, the Consultant certifies that the Consultant, and any of its principles and/or subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
- ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. Consultant certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

25. Final Approval.

This Agreement is of no force or effect until approved by signature by the SDCOE Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

26. Employment with Public Agency and Retirees.

Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

27. Counterparts.

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

28. Entire Agreement.

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS**

DISTRICT

By (Authorized Signature)

Michael Simonson

Name (Type or Print)

Deputy Superintendent, Chief Business Officer
Title

Date

By (Authorized Signature)

Dr. Gina Potter

Name (Type or Print)

Superintendent
Title

Date

EXHIBIT A SPECIAL PROVISIONS

A. Scope of Services.

Support	Targeted Purpose	Scope	Deliverable	Cost	Contact
Clifton Assessments	Prerequisite for Clifton StrengthsFinders Basic Workshop	600 staff \$13.99/pp	Access to Assessment codes	\$8,394.00	Dr. Leonita "Leo" Smith, Gallup Certified Strengths Coach (858) 298-2135 Leo.smith@sdcoe.net
StrengthsFinder	Build capacity for strengths-based leadership and collaboration across district staff	Provide Clifton Strengths training	Three one-hour StrengthsFinder Basics workshop.	\$328.98	Dr. Leonita "Leo" Smith, Gallup Certified Strengths Coach (858) 298-2135 Leo.smith@sdcoe.net
Support and materials	To ensure and support the efficient roll out of the workshop	7 hours	Pre-workshop prep/printed materials, support, mileage and follow-up	\$446.60	Dr. Leonita "Leo" Smith, Gallup Certified Strengths Coach (858) 298-2135 Leo.smith@sdcoe.net
Staff Name Badges	All Staff are identified by name badges with their top 5 strengths	\$5.50/ea	600 badges	\$3,300.00	Dr. Leonita "Leo" Smith, Gallup Certified Strengths Coach (858) 298-2135 Leo.smith@sdcoe.net
Total				\$12,469.58	

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 15, 2021

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

FROM:
Information Management Systems
Todd Lewis, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH CSM CONSULTING INC. FOR ADDITIONAL
SERVICES - FCC EMERGENCY CONNECTIVITY FUND PROGRAM

BACKGROUND INFORMATION:

San Ysidro School District currently contracts with CSM Consulting, Inc. to support, consult and apply for E-Rate discounts for various technology services the District purchases. This request is for additional services pursuant to the existing Contract for E-Rate Compliance Services.

The Federal Communications Commission ("FCC") has established the Emergency Connectivity Fund Program ("ECF"), to help schools and libraries by funding connected devices and broadband connections for students and school staff who would otherwise lack sufficient access to fully engage in remote learning and virtual library services, during the COVID-19 pandemic. Upon filing and approval by the FCC the District can submit requests for funding to purchase eligible equipment, such as internet hotspot services, between July 1, 2021 and June 30, 2022.

CSM Consulting, Inc. shall provide to District completed forms and processes related to all ECF applicable applications (excluding applications for non-commercially available broadband service) of the Federal Communications Commission ECF Program at an annual amount equal to 6% of ECF Program applications submitted during the Term of this agreement (July 16, 2021 to June 30, 2024), not to exceed a total of \$9,000.00 annually.

RECOMMENDATION:

Approve 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.

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 #

NOT TO EXCEED

ANNUAL
\$9,000.00

(Amount)

General Funds

(Name of funding source and/or location)

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



**ADDITIONAL COMPLIANCE SERVICES - FCC EMERGENCY CONNECTIVITY FUND PROGRAM - \$7.17
BILLION**

This request for Additional Compliance Services is pursuant to the existing Contract for E-Rate Compliance Services CSM Consulting, Inc. ("Consultant") and **San Ysidro School District** ("District").

WHEREAS, the Federal Communications Commission ("FCC") has established the Emergency Connectivity Fund Program ("ECF"), to help schools and libraries by funding connected devices and broadband connections for students, school staff, and library patrons, who would otherwise lack sufficient access to fully engage in remote learning and virtual library services, during the COVID-19 pandemic.

The District desires that the Consultant utilize the established filing and reporting guidelines to assist the District in creating the required forms and applications to be reimbursed for eligible costs as outlined in the FCC Report and Order FCC 21-58 related to the ECF.

The Consultant shall provide to District completed forms and processes related to all ECF applicable applications (excluding applications for non-commercially available broadband service) of the Federal Communications Commission ECF Program. Additional Compliance Services provided to include the following:

Assist and coordinate the preparation and filing of FCC ECF forms.

Assist and coordinate the preparation and filing of:

- Item 21 (or applicable) Attachments
- Invoicing and Reimbursement forms and documentation
- Service Provider Identification Number (SPIN) Change Requests (if applicable)
- Service Substitution Requests
- ECF Program Certifications
- Program Integrity Assurance (if applicable)
- Payment Quality Assurance requests (if applicable)

Act as District's main point of contact with the Universal Service Administrative Company, the FCC, and any other governmental agency or service provider that is necessary to assist the District participate in the ECF.

Assist District on ECF Program compliance including updates on rule or regulatory changes.

The District will provide the Consultant with appropriate supporting documentation in a timely manner in order to ensure that established FCC timelines may be met.

The cost for services rendered regarding the ECF Program application process, as referred to above, will be invoiced and due to the Consultant as follows:

An annual amount equal to **6%** of ECF Program applications submitted during the Term of this Agreement, not to exceed a total amount of **\$9,000**.

Invoices for the service will be provided to the District upon notification of funding decision.

If applicable, the parties reaffirm no other terms or conditions of the above-mentioned original contract not hereby otherwise modified or amended shall be negated or changed as a result of these Additional Services.

If the District would like us to proceed with this service, please sign and return this acceptance letter and return to us at your earliest convenience. Please feel free to email a signed copy to our Contracts Department at contracts@cscentral.com.

Sincerely,



David Cichella

Please sign and date below if the District chooses to engage CSM to provide the additional compliance services listed above:

District Representative Signature

Date

Print Name Here: _____

AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)

This ATC/LOA (Agreement) entered into on this _____ day of _____, 2021 by and between **CSM Consulting, Inc.**, *Consultant Registration Number 16043564*, a California Corporation ("Consultant") and **San Ysidro School District**, a local education agency ("District"). Consultant's authority to communicate shall remain in effect through June 30, 2024.

Consultant and District determines it is necessary to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") Emergency Connectivity Fund Program ("ECF").

District grants to Consultant the authority to investigate and communicate, in any form, with any telecommunication company, service provider, the FCC or the Schools and Libraries Division with regard to the ECF Program on District's behalf. Consultant acknowledges that nothing contained herein shall constitute a principal and agent relationship or be construed to evidence the intention of the District to constitute such. The District represents and warrants that the officer executing this Agreement has been duly authorized.

When executed, this agreement is authorization for all employees of Consultant to communicate on behalf of the District in performance of the duties outlined herein.

San Ysidro School District

Name: _____

Print Name: _____

Title: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 15, 2021

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH ACADEMICOGNITIVE CONNECTIONS

BACKGROUND INFORMATION:

All students with an active Individual Education Program (IEP) shall be evaluated every three (3) years unless otherwise modified by the IEP team. Students may be evaluated annually upon request. In addition, students whose parents request for evaluation to determine eligibility for special education services have the right to access such services.

In order to be in compliance with the State and Federal Regulations, the Special Education Department is requesting an approval to contract with AcademiCognitive Connections who will be providing the in person assessments.

Cost Implications: \$80/hour x 8 hours/day x 3 days/week x 11 weeks = **\$21,120.00**

RECOMMENDATION:

Approve the agreement with AcademiCognitive Connections at a total amount up to \$21,120.00 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 2020-2021 Budget?

☒ Yes ☐ No

Requisition #

\$21,120.00

(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 16th day of July 2021, by and between the San Ysidro School District, hereinafter called the "District", and

AcademiCognitive Connections

Company/Consultant

(760) 604-2114

Telephone Number

P.O. Box 211231, Chula Vista, CA 91921

Address

www.AcademiCognitiveConnections.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 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.
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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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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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.

SAN YSIDRO SCHOOL 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.

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:	AcademiCognitive connections	
Name:	Nadia Braun	
Title:	Licensed Educational Psychologist	
Address:	PO Box 211231	
City/State/Zip Code:	Chula Vista, Ca 91921	
Telephone:	760-604-2114	
Email:	AcademiCognitiveConnections@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

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

AcademiCognitive Connections

Firm Name

Signature of Authorized Agent

Nadia Braun, Licensed Educational Psychologist

Print Name, Title

Date:

Phone Number: 760-604-2114

DISTRICT

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

REVISED 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ADDENDUM

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:

Signature

Date

Name/Title (Print)

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF WORK

All evaluations include school observations, records review, complete assessment reports, travel and participation at the IEP or school meetings; Review of all available records for students in order to answer the referral concerns; To interview anyone who is knowledgeable of the students as it relates to the evaluations.

Total cost implications not to exceed: \$21,120.00

SAN YSIDRO SCHOOL DISTRICT *GOVERNING BOARD AGENDA*

TO: Governing Board

BOARD MEETING DATE: July 15, 2021

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH MYPT SAN DIEGO

BACKGROUND INFORMATION:

Physical Therapists work to decrease pain and help students return to daily activities. They teach students exercises designed to help them regain strength, range of motion, and also show them and families how to prevent future injuries. This type of service is per student's Individualized Education Program (IEP).

The cost implication is estimated at \$40,000.00 and includes evaluations, consultations, and attending IEPs.

RECOMMENDATION:

Approve the agreement with MyPT San Diego to provide physical therapy services for students per their individualized education program from school year 2021-22 at an estimated cost up to \$40,000.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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 #

\$40,000.00

(Amount)

Special Education

(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 16th day of July 2021, by and between the San Ysidro School District, hereinafter called the "District", and

MyPT San Diego

Company/Consultant

(619) 701-7489

Telephone Number

3445 Xenophon Street, San Diego, CA 92106

Address

cathy@myptsandiego.com

Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: July 21, 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 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.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

SAN YSIDRO SCHOOL DISTRICT

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

5.8 AMENDMENTS

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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:	MyPT San Diego	
Name:	Cathy Alford	
Title:	Physical Therapist Consultant	
Address:	3445 Xenophon Street	
City/State/Zip Code:	San Diego, CA 92106	
Telephone:	(619) 701-7489	
Email:	cathy@myptsandiego.com	

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

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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

MyPT San Diego

Firm Name

Signature of Authorized Agent

Cathy Alford, Owner

Print Name, Title

Date:

Phone Number: (619) 701-7489

DISTRICT

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 08-01-2020

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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:

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 _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF WORK

Services include:

- Physical therapy evaluations
- Physical Therapy Consultation
- IEP meeting attendance

Total costs no to exceed \$40,000.00

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 15, 2021

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACTS WITH
VARIOUS AGENCIES FOR 2021-2022 SCHOOL YEAR

BACKGROUND INFORMATION:

The District has identified more than 700 students with special needs (language-processing disorders, require doctor-approved specialized medical treatments, individualized physical education services, behavior that interferes with their learning or the learning of others.) and per the student's Individualized Education Program (IEP) require specialized services (Healthcare, Speech & Language Pathologist (SLP), and Psychological services).

In order to be in compliance with State and Federal Regulations, administration requests approval of the following nonpublic agencies for 2021-2022. In the case that the district is able to hire a qualified SLP, the district will have to terminate the NPA master contract with the agency as stated on the agreement.

Agency	Service	Annual Estimated Cost up to
ABA Educational Foundation	Mental Health	\$40,000.00
BMR Health	SLP (2)	\$239,385.60
Educational Based Services	SLP (1)	\$116,236.80
Maxim Staffing Solutions	Healthcare/SLP/Psychological Services	\$200,000.00
Pioneer Healthcare Services, LLC	SLP (2)	\$224,726.40
The Stepping Stones Group	SLP (2)/Nursing Services	\$280,000.00
Estimated Total up to:		\$1,100,348.80

RECOMMENDATION:

Approve 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 \$1,100,348.80 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

\$1,100,348.80

(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

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract
- Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.

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**NONPUBLIC
MASTER CONTRACT**

This Master Contract is made and entered into

this 16th day of July, 2021 between the

San Ysidro School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

ABA Education Foundation
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

**San Diego County Nonpublic Master Contract
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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 Road
Address

San Ysidro CA 92173
City State Zip

(619) 428-4476 x 3004
Phone

(619) 428-6473
Facsimile

marilyn.adrianzen@sysd.k12.ca.us
Email Address

Notices to the CONTRACTOR shall
be addressed to:

Erin Dyer Zwahlen, Executive Director
Name/Title

ABA Education Foundation
Nonpublic

5694 Mission Center Road, Suite 602 PMB 341
Address

San Diego CA 92108
City State Zip

(619) 952-6295
Phone

(619) 220-0215
Facsimile

ezwahlen@bridgesaba.com
Email Address

San Diego County Nonpublic Master Contract Main Document

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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: _____

Erin Dyer Zwahlen, 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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Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 2.1 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

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1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Agreement shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, The CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual 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.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a pupil's absences exceed more than ten 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 this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the student is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the district of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to determine another appropriate placement option for the student.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the student's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2021-2022

SECTION 4: CONFLICT OF INTEREST

All recommendations for service by the CONTRACTOR are the decisions of the IEP team.

To the extent required by EC section 56366.3, the CONTRACTOR shall not provide special education and related services, administration, or supervision by an individual who is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days, except if the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten (10) months of the school year by the district, special education local plan area, or county office. For purposes of this section the special education local plan area shall be the special education local plan area of which the LEA is a member and the county office shall refer to the San Diego County Office of Education.

In terms of determining whether an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or whether the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office, the information provided to the CONTRACTOR by the individual in his or her application for employment, resume, or other paperwork, shall be conclusive evidence on this issue for purposes of determining compliance (if required) with EC section 56366.3. No payment shall be withheld or reimbursement demanded from the CONTRACTOR if the individual failed to disclose on his or her application, resume, or paperwork, submitted to the CONTRACTOR that he or she is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or misstates the reason for separation. However, if the LEA subsequently provides the CONTRACTOR written notice (pursuant to Section 2.1 of this contract) that an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days (and was not involuntarily terminated or laid off as part of necessary staff reductions) the CONTRACTOR shall have five school days from receipt of the written notice to investigate the matter and to determine the accurate facts and whether the individual should be terminated. The CONTRACTOR shall not be subject to any payment withholding or reimbursement demands ("penalties") for the time period prior to receiving the written notice or for the five school days after such written notice is received.

The CONTRACTOR shall be subject to penalties required by EC section 56366.3, commencing the sixth school day after such notice is provided only if both of the following conditions occur: 1) if it is determined that the individual was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days and was not involuntarily terminated or laid off as part of necessary staff reductions and 2) if the individual was not terminated prior to the sixth school day after receiving written notice from the LEA, special education local plan, or county office, or did not otherwise stop providing special education and related services, administration or supervision on behalf of the CONTRACTOR. If the CONTRACTOR is subject to penalties, the time period for which penalties may be assessed, if required by EC section 56366.3, shall not be retroactive but shall only commence on the sixth school day after the CONTRACTOR received written notice from the LEA as specified in this paragraph. The penalty, if imposed, shall only apply to the salary of the person who was previously employed by an LEA within the last three hundred sixty-five (365) days.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: ABA Education Foundation

CONTRACTOR NPA ID NUMBER: 1A-37-117

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u></u>	<u></u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Language and Speech (415)</u>	<u></u>	<u></u>
<u>Language and Speech (415) - SLP-A (Credentialed)</u>	<u></u>	<u></u>
<u>Language and Speech (415) – Speech Therapy Assistant</u>	<u></u>	<u></u>
<u>Language and Speech (415) – Bilingual SLP</u>	<u></u>	<u></u>
<u>Language and Speech (415) - Assessment</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>
<u>Occupational Therapy (450)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450) – Certified OT Assistant</u>	<u></u>	<u></u>

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<u>Occupational Therapy (460) - Assessment</u>	<u></u>	<u></u>
<u>Physical Therapy (460)</u>	<u></u>	<u></u>
<u>Physical Therapy PT Assistant (460)</u>	<u></u>	<u></u>
<u>Physical Therapy Assessment (460)</u>	<u></u>	<u></u>
<u>Individual Counseling (510)</u>	<u></u>	<u></u>
<u>Counseling and Guidance (515)</u>	<u></u>	<u></u>
<u>Parent Counseling (520)</u>	<u></u>	<u></u>
<u>Social Work Services (525)</u>	<u></u>	<u></u>
<u>Psychological Services (530)</u>	<u></u>	<u></u>
<u>Psychological Services Assessment (530)</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535)</u>	<u>75.00</u>	<u>hr</u>
<u>Behavior Intervention Services (535) - Supervision</u>	<u>75.00</u>	<u>hr</u>
<u>Behavior Intervention Services (535) – Other Provider/Beh.Tech</u>	<u></u>	<u></u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u></u>	<u></u>
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>	<u></u>	<u></u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u></u>	<u></u>
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>	<u></u>	<u></u>
<u>Interpreter Services (715)</u>	<u></u>	<u></u>
<u>Interpreter Services Shift Differential (715)</u>	<u></u>	<u></u>
<u>Audiological Services (720)</u>	<u></u>	<u></u>
<u>Audiological Services Assessment (720)</u>	<u></u>	<u></u>
<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Specialized Vision Services Assessment (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Orientation and Mobility Assessment (730)</u>	<u></u>	<u></u>
<u>Braille Transcription (735)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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<u>Specialized Orthopedic Services Assessment (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Note Taking Services (750)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness Preparation (820)</u>	<u></u>	<u></u>
<u>Vocational Assessment, Counseling/Guidance Assessment (830)</u>	<u></u>	<u></u>
<u>Career Awareness (840)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Agency Linkages (referral and placement) (865)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other (900) Music Therapy</u>	<u></u>	<u></u>
<u>Other (900) Vision Therapy</u>	<u></u>	<u></u>
<u>Transportation – Emergency</u>	<u></u>	<u></u>
<u>Bus Passes</u>	<u></u>	<u></u>
<u>Professional Development</u>	<u></u>	<u></u>

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2021-2022

SECTION 6: APPROVALS

CONTRACTOR

Nonpublic Agency

Authorized Representative Signature

DATE: _____

Erin Dyer Zwahlen, 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: _____

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.*

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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**

This Master Contract is made and entered into

this 16th day of July, 2021 between the

San Ysidro School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

BMR Health
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

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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 21.

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 Road
Address

San Ysidro CA 92173 92173
City State Zip

(619) 428-4476 x 3004
Phone

(619) 428-6473
Facsimile

marilyn.adrianzen@sysdschools.org
Email Address

Notices to the CONTRACTOR shall
be addressed to:

Jicky Thomas, Recruitment Manager
Name/Title

BMR Health
Nonpublic

5976 West Las Positas Blvd., Ste. 216
Address

Pleasanton CA 94588
City State Zip

(925) 227-1100
Phone

(925) 264-1291
Facsimile

jicky@bmrhealth.com
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 _____ and terminates at 5:00 p.m. on _____ unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic ☐ School ☐ Agency

Authorized Representative Signature

DATE: _____

(Type) Name and Title



LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

(Type) Name and Title

LEA Board Approval

DATE: _____

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Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
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APPENDIX B: AGENCIES
2021-2022

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 2.1 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Agreement shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, The CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual 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.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a pupil's absences exceed more than ten 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 this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the student is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the district of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to determine another appropriate placement option for the student.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the student's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

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APPENDIX B: AGENCIES
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SECTION 4: CONFLICT OF INTEREST

All recommendations for service by the CONTRACTOR are the decisions of the IEP team.

To the extent required by EC section 56366.3, the CONTRACTOR shall not provide special education and related services, administration, or supervision by an individual who is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days, except if the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten (10) months of the school year by the district, special education local plan area, or county office. For purposes of this section the special education local plan area shall be the special education local plan area of which the LEA is a member and the county office shall refer to the San Diego County Office of Education.

In terms of determining whether an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or whether the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office, the information provided to the CONTRACTOR by the individual in his or her application for employment, resume, or other paperwork, shall be conclusive evidence on this issue for purposes of determining compliance (if required) with EC section 56366.3. No payment shall be withheld or reimbursement demanded from the CONTRACTOR if the individual failed to disclose on his or her application, resume, or paperwork, submitted to the CONTRACTOR that he or she is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or misstates the reason for separation. However, if the LEA subsequently provides the CONTRACTOR written notice (pursuant to Section 2.1 of this contract) that an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days (and was not involuntarily terminated or laid off as part of necessary staff reductions) the CONTRACTOR shall have five school days from receipt of the written notice to investigate the matter and to determine the accurate facts and whether the individual should be terminated. The CONTRACTOR shall not be subject to any payment withholding or reimbursement demands ("penalties") for the time period prior to receiving the written notice or for the five school days after such written notice is received.

The CONTRACTOR shall be subject to penalties required by EC section 56366.3, commencing the sixth school day after such notice is provided only if both of the following conditions occur: 1) if it is determined that the individual was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days and was not involuntarily terminated or laid off as part of necessary staff reductions and 2) if the individual was not terminated prior to the sixth school day after receiving written notice from the LEA, special education local plan, or county office, or did not otherwise stop providing special education and related services, administration or supervision on behalf of the CONTRACTOR. If the CONTRACTOR is subject to penalties, the time period for which penalties may be assessed, if required by EC section 56366.3, shall not be retroactive but shall only commence on the sixth school day after the CONTRACTOR received written notice from the LEA as specified in this paragraph. The penalty, if imposed, shall only apply to the salary of the person who was previously employed by an LEA within the last three hundred sixty-five (365) days.

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SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: BMR Health

CONTRACTOR NPA ID NUMBER: 1A-01-205A

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u></u>	<u></u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Language and Speech (415)</u>	<u>78.79</u>	<u>hr</u>
<u>Language and Speech (415) - SLP-A (Credentialed)</u>	<u></u>	<u></u>
<u>Language and Speech (415) – Speech Therapy Assistant</u>	<u></u>	<u></u>
<u>Language and Speech (415) – Bilingual SLP</u>	<u>83.12</u>	<u>hr</u>
<u>Language and Speech (415) - Assessment</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>
<u>Occupational Therapy (450)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450) – Certified OT Assistant</u>	<u></u>	<u></u>

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<u>Occupational Therapy (460) - Assessment</u>	<u></u>	<u></u>
<u>Physical Therapy (460)</u>	<u></u>	<u></u>
<u>Physical Therapy PT Assistant (460)</u>	<u></u>	<u></u>
<u>Physical Therapy Assessment (460)</u>	<u></u>	<u></u>
<u>Individual Counseling (510)</u>	<u></u>	<u></u>
<u>Counseling and Guidance (515)</u>	<u></u>	<u></u>
<u>Parent Counseling (520)</u>	<u></u>	<u></u>
<u>Social Work Services (525)</u>	<u></u>	<u></u>
<u>Psychological Services (530)</u>	<u></u>	<u></u>
<u>Psychological Services Assessment (530)</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535)</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) - Supervision</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) – Other Provider/Beh.Tech</u>	<u></u>	<u></u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u></u>	<u></u>
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>	<u></u>	<u></u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u></u>	<u></u>
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>	<u></u>	<u></u>
<u>Interpreter Services (715)</u>	<u></u>	<u></u>
<u>Interpreter Services Shift Differential (715)</u>	<u></u>	<u></u>
<u>Audiological Services (720)</u>	<u></u>	<u></u>
<u>Audiological Services Assessment (720)</u>	<u></u>	<u></u>
<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Specialized Vision Services Assessment (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Orientation and Mobility Assessment (730)</u>	<u></u>	<u></u>
<u>Braille Transcription (735)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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<u>Specialized Orthopedic Services Assessment (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Note Taking Services (750)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness Preparation (820)</u>	<u></u>	<u></u>
<u>Vocational Assessment, Counseling/Guidance Assessment (830)</u>	<u></u>	<u></u>
<u>Career Awareness (840)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Agency Linkages (referral and placement) (865)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other (900) Music Therapy</u>	<u></u>	<u></u>
<u>Other (900) Vision Therapy</u>	<u></u>	<u></u>
<u>Transportation – Emergency</u>	<u></u>	<u></u>
<u>Bus Passes</u>	<u></u>	<u></u>
<u>Professional Development</u>	<u></u>	<u></u>

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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SECTION 6: APPROVALS

CONTRACTOR

Nonpublic Agency

Authorized Representative Signature

DATE: _____

Jicky Thomas, Recruitment Manager
(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: _____

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

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APPENDIX B: AGENCIES

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Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
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**NONPUBLIC
MASTER CONTRACT**

This Master Contract is made and entered into

this 16th day of July, 2021 between the

San Ysidro School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

Educational Based Services
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

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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 Road
Address

<u>San Ysidro</u>	<u>CA</u>	<u>92173</u>
City	State	Zip

(619) 428-4476 x 3004
Phone

(619) 428-6473
Facsimile

marilyn.adrianzen@sysdschools.org
Email Address

Notices to the CONTRACTOR shall
be addressed to:

Steve Benner, Special Education Coordinator
Name/Title

Steve Benner, Special Education Coordinator
Nonpublic

200 Skiles Boulevard
Address

<u>West Chester</u>	<u>PA</u>	<u>19382</u>
City	State	Zip

(800) 578-7906 x 301
Phone

(800) 858-9526
Facsimile

Steve.Benner@ebsschools.com
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.

**San Diego County Nonpublic Master Contract
Main Document**

2021-2022

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

Steve Benner, Special Education Coordinator
(Type) Name and Title

DATE: _____

LEA

Local Educational Agency

Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

DATE: _____

LEA Board Approval

DATE: _____

2021-2022 Nonpublic Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2021-2022

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
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NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 2.1 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2021-2022

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Agreement shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, The CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual 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.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a pupil's absences exceed more than ten 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 this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the student is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the district of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to determine another appropriate placement option for the student.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the student's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2021-2022

SECTION 4: CONFLICT OF INTEREST

All recommendations for service by the CONTRACTOR are the decisions of the IEP team.

To the extent required by EC section 56366.3, the CONTRACTOR shall not provide special education and related services, administration, or supervision by an individual who is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days, except if the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten (10) months of the school year by the district, special education local plan area, or county office. For purposes of this section the special education local plan area shall be the special education local plan area of which the LEA is a member and the county office shall refer to the San Diego County Office of Education.

In terms of determining whether an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or whether the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office, the information provided to the CONTRACTOR by the individual in his or her application for employment, resume, or other paperwork, shall be conclusive evidence on this issue for purposes of determining compliance (if required) with EC section 56366.3. No payment shall be withheld or reimbursement demanded from the CONTRACTOR if the individual failed to disclose on his or her application, resume, or paperwork, submitted to the CONTRACTOR that he or she is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or misstates the reason for separation. However, if the LEA subsequently provides the CONTRACTOR written notice (pursuant to Section 2.1 of this contract) that an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days (and was not involuntarily terminated or laid off as part of necessary staff reductions) the CONTRACTOR shall have five school days from receipt of the written notice to investigate the matter and to determine the accurate facts and whether the individual should be terminated. The CONTRACTOR shall not be subject to any payment withholding or reimbursement demands ("penalties") for the time period prior to receiving the written notice or for the five school days after such written notice is received.

The CONTRACTOR shall be subject to penalties required by EC section 56366.3, commencing the sixth school day after such notice is provided only if both of the following conditions occur: 1) if it is determined that the individual was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days and was not involuntarily terminated or laid off as part of necessary staff reductions and 2) if the individual was not terminated prior to the sixth school day after receiving written notice from the LEA, special education local plan, or county office, or did not otherwise stop providing special education and related services, administration or supervision on behalf of the CONTRACTOR. If the CONTRACTOR is subject to penalties, the time period for which penalties may be assessed, if required by EC section 56366.3, shall not be retroactive but shall only commence on the sixth school day after the CONTRACTOR received written notice from the LEA as specified in this paragraph. The penalty, if imposed, shall only apply to the salary of the person who was previously employed by an LEA within the last three hundred sixty-five (365) days.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2021-2022

SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: Educational Based Services

CONTRACTOR NPA ID NUMBER: 2A-PA-001

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u></u>	<u></u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Language and Speech (415)</u>	<u>80.72</u>	<u>hr</u>
<u>Language and Speech (415) - SLP-A (Credentialed)</u>	<u>60.00</u>	<u>hr</u>
<u>Language and Speech (415) – Speech Therapy Assistant</u>	<u></u>	<u></u>
<u>Language and Speech (415) – Bilingual SLP</u>	<u>80.72</u>	<u>hr</u>
<u>Language and Speech (415) - Assessment</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>
<u>Occupational Therapy (450)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450) – Certified OT Assistant</u>	<u></u>	<u></u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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<u>Occupational Therapy (460) - Assessment</u>	<u></u>	<u></u>
<u>Physical Therapy (460)</u>	<u></u>	<u></u>
<u>Physical Therapy PT Assistant (460)</u>	<u></u>	<u></u>
<u>Physical Therapy Assessment (460)</u>	<u></u>	<u></u>
<u>Individual Counseling (510)</u>	<u></u>	<u></u>
<u>Counseling and Guidance (515)</u>	<u></u>	<u></u>
<u>Parent Counseling (520)</u>	<u></u>	<u></u>
<u>Social Work Services (525)</u>	<u></u>	<u></u>
<u>Psychological Services (530)</u>	<u></u>	<u></u>
<u>Psychological Services Assessment (530)</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535)</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) - Supervision</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) – Other Provider/Beh.Tech</u>	<u></u>	<u></u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u></u>	<u></u>
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>	<u></u>	<u></u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u></u>	<u></u>
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>	<u></u>	<u></u>
<u>Interpreter Services (715)</u>	<u></u>	<u></u>
<u>Interpreter Services Shift Differential (715)</u>	<u></u>	<u></u>
<u>Audiological Services (720)</u>	<u></u>	<u></u>
<u>Audiological Services Assessment (720)</u>	<u></u>	<u></u>
<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Specialized Vision Services Assessment (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Orientation and Mobility Assessment (730)</u>	<u></u>	<u></u>
<u>Braille Transcription (735)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
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<u>Specialized Orthopedic Services Assessment (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Note Taking Services (750)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness Preparation (820)</u>	<u></u>	<u></u>
<u>Vocational Assessment, Counseling/Guidance Assessment (830)</u>	<u></u>	<u></u>
<u>Career Awareness (840)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Agency Linkages (referral and placement) (865)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other (900) Music Therapy</u>	<u></u>	<u></u>
<u>Other (900) Vision Therapy</u>	<u></u>	<u></u>
<u>Transportation – Emergency</u>	<u></u>	<u></u>
<u>Bus Passes</u>	<u></u>	<u></u>
<u>Professional Development</u>	<u></u>	<u></u>

NOTES: _____

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2021-2022

SECTION 6: APPROVALS

CONTRACTOR

Nonpublic Agency

Authorized Representative Signature

DATE: _____

Steve Benner, Special Education Coordinator
(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: _____

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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Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

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**San Diego County Nonpublic Master Contract
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**NONPUBLIC
MASTER CONTRACT**

This Master Contract is made and entered into

this 16th day of July, 2021 between the

San Ysidro School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

Maxim Healthcare Staffing Services, Inc.
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

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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

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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 x 3004
Phone

(619) 428-6473
Facsimile

marilyn.adrianzen@sysdschools.org
Email Address

Notices to the CONTRACTOR shall
be addressed to:

Eric Lindenberger, Assistant Controller
Name/Title

Maxim Healthcare Staffing Services, Inc.
Nonpublic

5030 Camino De La Siesta, Ste. 405
Address

San Diego CA 92108
City State Zip

(619) 209-3696
Phone

(877) 839-6764
Facsimile

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: _____

Eric Lindenberger, Assistant Controller
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: _____

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Nonpublic

Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 2.1 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

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1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Agreement shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, The CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual 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.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a pupil's absences exceed more than ten 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 this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the student is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the district of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to determine another appropriate placement option for the student.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the student's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

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SECTION 4: CONFLICT OF INTEREST

All recommendations for service by the CONTRACTOR are the decisions of the IEP team.

To the extent required by EC section 56366.3, the CONTRACTOR shall not provide special education and related services, administration, or supervision by an individual who is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days, except if the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten (10) months of the school year by the district, special education local plan area, or county office. For purposes of this section the special education local plan area shall be the special education local plan area of which the LEA is a member and the county office shall refer to the San Diego County Office of Education.

In terms of determining whether an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or whether the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office, the information provided to the CONTRACTOR by the individual in his or her application for employment, resume, or other paperwork, shall be conclusive evidence on this issue for purposes of determining compliance (if required) with EC section 56366.3. No payment shall be withheld or reimbursement demanded from the CONTRACTOR if the individual failed to disclose on his or her application, resume, or paperwork, submitted to the CONTRACTOR that he or she is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or misstates the reason for separation. However, if the LEA subsequently provides the CONTRACTOR written notice (pursuant to Section 2.1 of this contract) that an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days (and was not involuntarily terminated or laid off as part of necessary staff reductions) the CONTRACTOR shall have five school days from receipt of the written notice to investigate the matter and to determine the accurate facts and whether the individual should be terminated. The CONTRACTOR shall not be subject to any payment withholding or reimbursement demands ("penalties") for the time period prior to receiving the written notice or for the five school days after such written notice is received.

The CONTRACTOR shall be subject to penalties required by EC section 56366.3, commencing the sixth school day after such notice is provided only if both of the following conditions occur: 1) if it is determined that the individual was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days and was not involuntarily terminated or laid off as part of necessary staff reductions and 2) if the individual was not terminated prior to the sixth school day after receiving written notice from the LEA, special education local plan, or county office, or did not otherwise stop providing special education and related services, administration or supervision on behalf of the CONTRACTOR. If the CONTRACTOR is subject to penalties, the time period for which penalties may be assessed, if required by EC section 56366.3, shall not be retroactive but shall only commence on the sixth school day after the CONTRACTOR received written notice from the LEA as specified in this paragraph. The penalty, if imposed, shall only apply to the salary of the person who was previously employed by an LEA within the last three hundred sixty-five (365) days.

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SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: Maxim Healthcare Staffing Services, Inc.

CONTRACTOR NPA ID NUMBER: 1A-19-210

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u></u>	<u></u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Language and Speech (415)</u>	<u></u>	<u></u>
<u>Language and Speech (415) - SLP-A (Credentialed)</u>	<u>61.35</u>	<u>hr</u>
<u>Language and Speech (415) – Speech Therapy Assistant</u>	<u></u>	<u></u>
<u>Language and Speech (415) – Bilingual SLP</u>	<u>83.12</u>	<u>hr</u>
<u>Language and Speech (415) - Assessment</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>44.00</u>	<u>hr</u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u>55.00</u>	<u>hr</u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u>55.00</u>	<u>hr</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>28.81</u>	<u>hr</u>
<u>Assistive Technology Services – Credentialed (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services - Classified (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services Assessment (445)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450) – Certified OT Assistant</u>	<u></u>	<u></u>

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<u>Occupational Therapy (460) - Assessment</u>		
<u>Physical Therapy (460)</u>		
<u>Physical Therapy PT Assistant (460)</u>		
<u>Physical Therapy Assessment (460)</u>		
<u>Individual Counseling (510)</u>		
<u>Counseling and Guidance (515)</u>		
<u>Parent Counseling (520)</u>		
<u>Social Work Services (525)</u>		
<u>Psychological Services (530)</u>		
<u>Psychological Services Assessment (530)</u>		
<u>Behavior Intervention Services (535)</u>		
<u>Behavior Intervention Services (535) - Supervision</u>		
<u>Behavior Intervention Services (535) – Other Provider/Beh.Tech</u>	<u>50</u>	<u>hr</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>		
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>		
<u>Specialized Deaf and Hard of Hearing (710)</u>		
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>		
<u>Interpreter Services (715)</u>		
<u>Interpreter Services Shift Differential (715)</u>		
<u>Audiological Services (720)</u>		
<u>Audiological Services Assessment (720)</u>		
<u>Specialized Vision Services (725)</u>		
<u>Specialized Vision Services Assessment (725)</u>		
<u>Orientation and Mobility (730)</u>		
<u>Orientation and Mobility Assessment (730)</u>		
<u>Braille Transcription (735)</u>		
<u>Specialized Orthopedic Services (740)</u>		

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<u>Specialized Orthopedic Services Assessment (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Note Taking Services (750)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness Preparation (820)</u>	<u></u>	<u></u>
<u>Vocational Assessment, Counseling/Guidance Assessment (830)</u>	<u></u>	<u></u>
<u>Career Awareness (840)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Agency Linkages (referral and placement) (865)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other (900) Music Therapy</u>	<u></u>	<u></u>
<u>Other (900) Vision Therapy</u>	<u></u>	<u></u>
<u>Transportation – Emergency</u>	<u></u>	<u></u>
<u>Bus Passes</u>	<u></u>	<u></u>
<u>Professional Development</u>	<u></u>	<u></u>

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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SECTION 6: APPROVALS

CONTRACTOR

Nonpublic Agency

Authorized Representative Signature

DATE: _____

Eric Lindenberg, Assistant Controller
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: _____

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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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Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
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**NONPUBLIC
MASTER CONTRACT**

This Master Contract is made and entered into

this 16th day of July, 2021 between the

San Ysidro School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

Pioneer Healthcare Services, LLC
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

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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 x 3004
Phone

(619) 428-6473
Facsimile

marilyn.adrianzen@syzdschools.org
Email Address

Notices to the CONTRACTOR shall
be addressed to:

Zac Glenn, Account Manager
Name/Title

Pioneer Healthcare Services, LLC
Nonpublic

6255 Ferris Square Suite F
Address

<u>San Diego</u>	<u>CA</u>	<u>92121</u>
City	State	Zip

(800) 683-1209
Phone

(888) 622-6899
Facsimile

zac@pioneer-healthcare.com
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: _____

Zac Glenn, Account Manager
(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: _____

2021-2022 Nonpublic Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 2.1 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

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1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Agreement shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, The CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual 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.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a pupil's absences exceed more than ten 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 this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the student is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the district of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to determine another appropriate placement option for the student.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the student's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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SECTION 4: CONFLICT OF INTEREST

All recommendations for service by the CONTRACTOR are the decisions of the IEP team.

To the extent required by EC section 56366.3, the CONTRACTOR shall not provide special education and related services, administration, or supervision by an individual who is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days, except if the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten (10) months of the school year by the district, special education local plan area, or county office. For purposes of this section the special education local plan area shall be the special education local plan area of which the LEA is a member and the county office shall refer to the San Diego County Office of Education.

In terms of determining whether an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or whether the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office, the information provided to the CONTRACTOR by the individual in his or her application for employment, resume, or other paperwork, shall be conclusive evidence on this issue for purposes of determining compliance (if required) with EC section 56366.3. No payment shall be withheld or reimbursement demanded from the CONTRACTOR if the individual failed to disclose on his or her application, resume, or paperwork, submitted to the CONTRACTOR that he or she is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or misstates the reason for separation. However, if the LEA subsequently provides the CONTRACTOR written notice (pursuant to Section 2.1 of this contract) that an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days (and was not involuntarily terminated or laid off as part of necessary staff reductions) the CONTRACTOR shall have five school days from receipt of the written notice to investigate the matter and to determine the accurate facts and whether the individual should be terminated. The CONTRACTOR shall not be subject to any payment withholding or reimbursement demands ("penalties") for the time period prior to receiving the written notice or for the five school days after such written notice is received.

The CONTRACTOR shall be subject to penalties required by EC section 56366.3, commencing the sixth school day after such notice is provided only if both of the following conditions occur: 1) if it is determined that the individual was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days and was not involuntarily terminated or laid off as part of necessary staff reductions and 2) if the individual was not terminated prior to the sixth school day after receiving written notice from the LEA, special education local plan, or county office, or did not otherwise stop providing special education and related services, administration or supervision on behalf of the CONTRACTOR. If the CONTRACTOR is subject to penalties, the time period for which penalties may be assessed, if required by EC section 56366.3, shall not be retroactive but shall only commence on the sixth school day after the CONTRACTOR received written notice from the LEA as specified in this paragraph. The penalty, if imposed, shall only apply to the salary of the person who was previously employed by an LEA within the last three hundred sixty-five (365) days.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: Pioneer Healthcare Services, LLC

CONTRACTOR NPA ID NUMBER: 9900172

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u></u>	<u></u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Language and Speech (415)</u>	<u>78.03</u>	<u>hr</u>
<u>Language and Speech (415) - SLP-A (Credentialed)</u>	<u>47.00</u>	<u>hr</u>
<u>Language and Speech (415) – Speech Therapy Assistant</u>	<u></u>	<u></u>
<u>Language and Speech (415) – Bilingual SLP</u>	<u>78.03</u>	<u>hr</u>
<u>Language and Speech (415) - Assessment</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>
<u>Occupational Therapy (450)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450) – Certified OT Assistant</u>	<u></u>	<u></u>

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<u>Occupational Therapy (460) - Assessment</u>	<u></u>	<u></u>
<u>Physical Therapy (460)</u>	<u></u>	<u></u>
<u>Physical Therapy PT Assistant (460)</u>	<u></u>	<u></u>
<u>Physical Therapy Assessment (460)</u>	<u></u>	<u></u>
<u>Individual Counseling (510)</u>	<u></u>	<u></u>
<u>Counseling and Guidance (515)</u>	<u></u>	<u></u>
<u>Parent Counseling (520)</u>	<u></u>	<u></u>
<u>Social Work Services (525)</u>	<u></u>	<u></u>
<u>Psychological Services (530)</u>	<u></u>	<u></u>
<u>Psychological Services Assessment (530)</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535)</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) - Supervision</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) – Other Provider/Beh.Tech</u>	<u></u>	<u></u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u></u>	<u></u>
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>	<u></u>	<u></u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u></u>	<u></u>
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>	<u></u>	<u></u>
<u>Interpreter Services (715)</u>	<u></u>	<u></u>
<u>Interpreter Services Shift Differential (715)</u>	<u></u>	<u></u>
<u>Audiological Services (720)</u>	<u></u>	<u></u>
<u>Audiological Services Assessment (720)</u>	<u></u>	<u></u>
<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Specialized Vision Services Assessment (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Orientation and Mobility Assessment (730)</u>	<u></u>	<u></u>
<u>Braille Transcription (735)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>

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<u>Specialized Orthopedic Services Assessment (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Note Taking Services (750)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness Preparation (820)</u>	<u></u>	<u></u>
<u>Vocational Assessment, Counseling/Guidance Assessment (830)</u>	<u></u>	<u></u>
<u>Career Awareness (840)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Agency Linkages (referral and placement) (865)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other (900) Music Therapy</u>	<u></u>	<u></u>
<u>Other (900) Vision Therapy</u>	<u></u>	<u></u>
<u>Transportation – Emergency</u>	<u></u>	<u></u>
<u>Bus Passes</u>	<u></u>	<u></u>
<u>Professional Development</u>	<u></u>	<u></u>

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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SECTION 6: APPROVALS

CONTRACTOR

Nonpublic Agency

Authorized Representative Signature

DATE: _____

Zac Glenn, Account Manager
(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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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.

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Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

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Nonpublic

Master Contract

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**NONPUBLIC
MASTER CONTRACT**

This Master Contract is made and entered into

this 16th day of July, 2021 between the

San Ysidro School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

Stepping Stones Group LLC
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

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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 x 3004
Phone

(619) 428-6473
Facsimile

marilyn.andersen@sysdschools.org
Email Address

Notices to the CONTRACTOR shall
be addressed to:

Sara Palmer, Western Market President
Name/Title

Stepping Stones Group LLC
Nonpublic

5000 Birch Street, West Tower, Suite 3000
Address

Newport Beach CA 92660
City State Zip

(949) 232-7100
Phone

(949) 258-5296
Facsimile

sara@thesteppingstonesgroup.com
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

Sara Palmer, Western Market President
(Type) Name and Title

DATE: _____

LEA

Local Educational Agency

Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

DATE: _____

LEA Board Approval

DATE: _____

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Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 2.1 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

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1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Agreement shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, The CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual 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.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a pupil's absences exceed more than ten 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 this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the student is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the district of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to determine another appropriate placement option for the student.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the student's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

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SECTION 4: CONFLICT OF INTEREST

All recommendations for service by the CONTRACTOR are the decisions of the IEP team.

To the extent required by EC section 56366.3, the CONTRACTOR shall not provide special education and related services, administration, or supervision by an individual who is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days, except if the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten (10) months of the school year by the district, special education local plan area, or county office. For purposes of this section the special education local plan area shall be the special education local plan area of which the LEA is a member and the county office shall refer to the San Diego County Office of Education.

In terms of determining whether an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or whether the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office, the information provided to the CONTRACTOR by the individual in his or her application for employment, resume, or other paperwork, shall be conclusive evidence on this issue for purposes of determining compliance (if required) with EC section 56366.3. No payment shall be withheld or reimbursement demanded from the CONTRACTOR if the individual failed to disclose on his or her application, resume, or paperwork, submitted to the CONTRACTOR that he or she is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or misstates the reason for separation. However, if the LEA subsequently provides the CONTRACTOR written notice (pursuant to Section 2.1 of this contract) that an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days (and was not involuntarily terminated or laid off as part of necessary staff reductions) the CONTRACTOR shall have five school days from receipt of the written notice to investigate the matter and to determine the accurate facts and whether the individual should be terminated. The CONTRACTOR shall not be subject to any payment withholding or reimbursement demands ("penalties") for the time period prior to receiving the written notice or for the five school days after such written notice is received.

The CONTRACTOR shall be subject to penalties required by EC section 56366.3, commencing the sixth school day after such notice is provided only if both of the following conditions occur: 1) if it is determined that the individual was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days and was not involuntarily terminated or laid off as part of necessary staff reductions and 2) if the individual was not terminated prior to the sixth school day after receiving written notice from the LEA, special education local plan, or county office, or did not otherwise stop providing special education and related services, administration or supervision on behalf of the CONTRACTOR. If the CONTRACTOR is subject to penalties, the time period for which penalties may be assessed, if required by EC section 56366.3, shall not be retroactive but shall only commence on the sixth school day after the CONTRACTOR received written notice from the LEA as specified in this paragraph. The penalty, if imposed, shall only apply to the salary of the person who was previously employed by an LEA within the last three hundred sixty-five (365) days.

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SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: The Stepping Stones Group LLC

CONTRACTOR NPA ID NUMBER: 9900045

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>		
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>		
<u>Language and Speech (415)</u>	<u>80.72</u>	<u>hr</u>
<u>Language and Speech (415) - SLP-A (Credentialed)</u>	<u>61.35</u>	<u>hr</u>
<u>Language and Speech (415) – Speech Therapy Assistant</u>		
<u>Language and Speech (415) – Bilingual SLP</u>	<u>80.72</u>	<u>hr</u>
<u>Language and Speech (415) - Assessment</u>		
<u>Adapted Physical Education (425)</u>		
<u>Adapted Physical Education Assessment (425)</u>		
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u>39.25</u>	<u>hr</u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>		
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>		
<u>Health and Nursing: Other Services LVN (436)</u>	<u>39.25</u>	<u>hr</u>
<u>Health and Nursing: Other Services RN (436)</u>	<u>52.75</u>	<u>hr</u>
<u>Health and Nursing: Other Services CRN (436)</u>		
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u>27.00</u>	<u>hr</u>
<u>Assistive Technology Services – Credentialed (445)</u>		
<u>Assistive Technology Services - Classified (445)</u>		
<u>Assistive Technology Services Assessment (445)</u>		
<u>Occupational Therapy (450)</u>		
<u>Occupational Therapy (450) – Certified OT Assistant</u>		

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<u>Occupational Therapy (460) - Assessment</u>		
<u>Physical Therapy (460)</u>		
<u>Physical Therapy PT Assistant (460)</u>		
<u>Physical Therapy Assessment (460)</u>		
<u>Individual Counseling (510)</u>		
<u>Counseling and Guidance (515)</u>		
<u>Parent Counseling (520)</u>		
<u>Social Work Services (525)</u>	<u>72.00</u>	<u>hr</u>
<u>Psychological Services (530)</u>		
<u>Psychological Services Assessment (530)</u>		
<u>Behavior Intervention Services (535)</u>		
<u>Behavior Intervention Services (535) - Supervision</u>		
<u>Behavior Intervention Services (535) – Other Provider/Beh.Tech</u>	<u>51.75</u>	<u>hr</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>		
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>		
<u>Specialized Deaf and Hard of Hearing (710)</u>		
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>		
<u>Interpreter Services (715)</u>		
<u>Interpreter Services Shift Differential (715)</u>		
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<u>Audiological Services Assessment (720)</u>		
<u>Specialized Vision Services (725)</u>		
<u>Specialized Vision Services Assessment (725)</u>		
<u>Orientation and Mobility (730)</u>		
<u>Orientation and Mobility Assessment (730)</u>		
<u>Braille Transcription (735)</u>		
<u>Specialized Orthopedic Services (740)</u>		

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2021-2022

<u>Specialized Orthopedic Services Assessment (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Note Taking Services (750)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness Preparation (820)</u>	<u></u>	<u></u>
<u>Vocational Assessment, Counseling/Guidance Assessment (830)</u>	<u></u>	<u></u>
<u>Career Awareness (840)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Agency Linkages (referral and placement) (865)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other (900) Music Therapy</u>	<u></u>	<u></u>
<u>Other (900) Vision Therapy</u>	<u></u>	<u></u>
<u>Transportation – Emergency</u>	<u></u>	<u></u>
<u>Bus Passes</u>	<u></u>	<u></u>
<u>Professional Development</u>	<u></u>	<u></u>

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2021-2022

SECTION 6: APPROVALS

CONTRACTOR

Nonpublic Agency

Authorized Representative Signature

DATE: _____

Sara Palmer, Western Market President
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: _____

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 15, 2021

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SBCS CORPORATION FOR MENTAL HEALTH SERVICES

BACKGROUND INFORMATION:

SBCS Corporation formerly known as South Bay Community Services (SBCS) will be working together with San Ysidro School District to provide clinical services for students of San Ysidro School District. The clinicians will work in direct partnership with School Psychologists or other designated school personnel to provide support, services, and assistance with triaging the mental health needs of students.

San Ysidro started to receive these services from SBCS since last year and would like to renew this MOU to continue offering mental health services to students, which will help with the profound impact on the mental health caused by COVID-19 and that may have lasting effects on students if left un-treated.

RECOMMENDATION:

Approve 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.

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

\$225,000.00

(Amount)

Expanded Learning Opportunities Grant

(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 16th day of July 2021, by and between the San Ysidro School District, hereinafter called the "District", and

SBCS Corporation

Company/Consultant

(619)420-3620

Telephone Number

430 F St., Chula Vista, CA 91910

Address

www.csbc.org

Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: July 1, 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 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.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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:	SBCS Corporation	
Name:	Kathryn Lembo	
Title:	President/CEO	
Address:	430 F Street	
City/State/Zip Code:	Chula Vista, CA 91910	
Telephone:		
Email:	smusso@csbcs.org	

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director, 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, Ext. 3091
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

SBCS Corporation

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

DISTRICT

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

Please refer to the attached MOU for the scope of services.



MEMORANDUM OF UNDERSTANDING

This represents an agreement between **SBCS Corporation** (SBCS) and **San Ysidro School District** (SYSD). SBCS and SYSD intend to work together to provide clinical services for students of San Ysidro School District. The clinicians will work in direct partnership with School Psychologists or other designated school personnel to provide support, services and assistance with triaging the mental health needs of students.

SBCS and the San Ysidro School District intend to collaborate on the provision of services as described herein.

I. Services to Be Provided

SBCS agrees to:

1. Act as lead agency for administration, fiscal management, and quality assurance of the project.
2. Provide individual, group, and family therapy as well as case management and collateral services as needed, on an individualized basis.
 - a. Clinicians will be available to conduct risk assessments, crisis intervention, provide consultations and conduct trainings to staff and parents. Programming will include a range of mental health services to include prevention, intervention and ongoing supports.
3. Utilize evidenced based strategies such as the Incredible Years Curriculum ('Dinosaur School' to provide social and emotional learning through developing social skills and conflict resolution), cognitive behavioral therapy, motivational interviewing and solution focused therapies.
4. Conduct classroom groups, model curriculum implementation and provide creative ideas to support social and emotional learning objectives.
5. Provide more intensive therapeutic services for students displaying symptoms of anxiety, depression, suicidality, attention issues and behavioral concerns.
6. Provide services that can be held on-site or virtually depending on the needs of the students.
7. Oversee data gathering and reporting.
8. Provide and share information with SYSD as a means to support youth/family participation, engagement, and progress under HIPAA guidelines.



MEMORANDUM OF UNDERSTANDING

9. Participate in school and/or district meetings as required or needed.
10. Facilitate as needed regular in-service trainings for district staff that assist schools in understanding the target population including Trauma Informed Care amongst others.
11. Provide outreach activities at school sites as needed.
12. Maintain regular communication with district representative regarding referrals, waitlist times, referral disposition, regional needs, and program updates.

San Ysidro School District agrees to:

1. Provide SBCS program staff with appropriate office and programmatic space at client's school to provide services and outreach/education on school campuses on a year-round basis to students and their families.
2. Refer appropriate students and parents to the program.
3. Allow SBCS staff to provide services in-class as needed.
4. Provide and share information with SBCS as a means to support youth/family participation, progress, and evaluation under HIPAA guidelines. Information includes, but is not limited to attendance, grades, and behavioral reports.
5. Participate in SBCS meetings as needed.
6. Maintain regular communication with SBCS Program Director regarding referrals, referral outcomes, and other needs ensuring optimal collaboration.

II. Duration of the agreement

This agreement is effective from the date it is signed by both parties and is effective during the period commencing 7/1/2021 through 6/30/2022.

III. Termination

This agreement terminates when the funding for the project ends or either party may terminate this agreement by providing written notice of not less than thirty (30) days to the other party.

(Signatures contained on the following page)



MEMORANDUM OF UNDERSTANDING

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

SBCS Corporation, a California nonprofit, public benefit corporation
Federal Tax ID Number: 95-2693142

By: _____ Date: _____
Kathryn Lembo
President and Chief Executive Officer
430 F Street Chula Vista, CA 91910

San Ysidro School District
Federal Tax ID Number: 95-6002821

By: _____ Date: _____
Marilyn Adrianzen
Chief Business Official
4350 Otay Mesa Road
San Ysidro, CA 92173

**South Bay Community Services
San Ysidro School District Therapists Budget
2021-2022**

PERSONNEL

	%	Salary	
Dept. Director	5.00%	160,000	8,000
1 FTE Licensed Therapist	100.00%	70,000	70,000
1 FTE Therapist	100.00%	60,000	60,000
Clinical Supervisor	10.00%	90,000	9,000
			147,000
Fica			11,246
SUI			882
Pension			12,300
Health Insurance			17,200
Insurance W/Compensation			1,125
<i>Total Fringe Benefits</i>			42,752
<u>Total Personnel</u>			189,752

NON-PERSONNEL

Insurance @ .01% Personnel	1,470
Office Supplies	1,500
Printing	500
Program Expenses	2,000
Telephone	1,800
<u>Total Direct Expenses</u>	197,022
<u>INDIRECT</u>	27,977
<u>Total Expenses</u>	225,000

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 15, 2021

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

FROM:
Human Resources ☐ Informational
Linda Gonzales, Executive Director ☒ Action

AGENDA ITEM: AGREEMENT WITH PRIORITY NUTRITION CARE LLC FOR
DIETETIC INTERNS

BACKGROUND INFORMATION:

The San Ysidro School District will enter into an agreement with Priority Nutrition Care for the purpose of providing Dietetic Interns supervised practice in the area of Nutrition and Dietetics (Internship Program). The Interns will use the district's facilities to integrate theory learned in their didactic programs with practice and to develop abilities and skills through planned and supervised experience/practice.

Term: July 16, 2021 to June 30, 2026

RECOMMENDATION:

Approve 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).

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 2020-2021 Budget?

☐ Yes ☐ No

Requisition #

--

N/A

(Amount)

N/A

(Name of funding source and/or location)

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



PRIORITY NUTRITION CARE LLC

AFFILIATION AGREEMENT

This Agreement is entered into by and between **PRIORITY NUTRITION CARE LLC**, located in Hingham, MA (**"THE SPONSOR"**), which provides a program of supervised practice in the area of Nutrition and Dietetics (**"THE INTERNSHIP PROGRAM"**) and SAN YSIDRO SCHOOL DISTRICT located in SAN YSIDRO, CA (**"THE AFFILIATED INSTITUTION"**). **THE SPONSOR and AFFILIATED INSTITUTION** hereby agree as follows:

1. PURPOSE.

The purpose of this Agreement is to allow DIETETIC INTERNS from THE INTERNSHIP PROGRAM to use the facilities of THE AFFILIATED INSTITUTION to integrate theory learned in their didactic programs with practice and to develop abilities and skills through planned and supervised experience (supervised practice). It is agreed by the parties that a program of supervised experiential education (the "Program") shall be conducted for DIETETIC INTERNS of THE INTERNSHIP PROGRAM under the following terms and conditions:

2. AFFILIATED INSTITUTION OBLIGATIONS:

- 2.1 Provide a liaison person who shall be responsible for coordinating the supervised experience with designated representatives of THE INTERNSHIP PROGRAM.
- 2.2 Retain responsibility for information given to the DIETETIC INTERNS.
- 2.3 Arrange to provide emergency health care for DIETETIC INTERNS for any illness or injury while on the AFFILIATED INSTITUTION'S premises at the closest emergency room (if necessary) and, only with the Intern's consent, notify the Program of any care given to the Intern. Costs incurred shall be responsibility of the DIETETIC INTERN.

2.4 Consult with THE INTERNSHIP PROGRAM in the event a DIETETIC INTERN's behavior or skills indicate a problem. THE AFFILIATED INSTITUTION reserves the right to require that a DIETETIC INTERN be terminated from assignment for cause at THE AFFILIATED INSTITUTION. Moreover, THE AFFILIATED INSTITUTION reserves the right to require any DIETETIC INTERN to immediately leave THE AFFILIATED INSTITUTION's premises if THE AFFILIATED INSTITUTION determines in its discretion that the continued presence of such DIETETIC INTERN on THE AFFILIATED INSTITUTION's premises threatens patients, residents, clients, staff, visitors or the policies of THE AFFILIATED INSTITUTION. THE AFFILIATED INSTITUTION will immediately notify THE INTERNSHIP PROGRAM of such an occurrence.

2.5 Reserve the right to limit the number of DIETETIC INTERNS accepted for experience in a specific area. The number of DIETETIC INTERNS who can be accepted for the Program for any given period of time shall be determined by THE AFFILIATED INSTITUTION and will be dependent upon its philosophy, available space, DIETETIC INTERN or client population, and qualified staff. The experience period will be the amount of time agreed upon in advance by THE INTERNSHIP PROGRAM and THE AFFILIATED INSTITUTION.

2.6 Provide an orientation to the DIETETIC INTERN(S) assigned to THE AFFILIATED INSTITUTION, including instruction on the relevant policies and procedures of THE AFFILIATED INSTITUTION, including the department to which the DIETETIC INTERN is assigned. THE AFFILIATED INSTITUTION further agrees to provide the same information, training, and protection to the DIETETIC INTERNS in matters of health and safety as it provides to its employees in compliance with the standards set by the Occupational Safety and Health Administration (OSHA) and applicable law.

2.7 THE AFFILIATED INSTITUTION shall not offer full-time employment to any DIETETIC INTERN currently enrolled in THE INTERNSHIP PROGRAM pursuant to this Agreement if such employment would materially interfere with or terminate the DIETETIC INTERN's enrollment in THE INTERNSHIP PROGRAM unless consented to by THE INTERNSHIP PROGRAM in writing, which consent shall not be unreasonably withheld.

2.8 Give the DIETETIC INTERNS appropriate and timely evaluation and feedback concerning their achievement, and provide THE INTERNSHIP PROGRAM with timely reports of such evaluations, typically at the midpoint and end of a rotation or at the end of a rotation.

2.9 Carry and maintain Professional Liability Insurance in an amount of at least \$1,000,000 per occurrence and at least \$3,000,000 aggregate, covering the services to be rendered by Preceptors under this agreement.

3. PRIORITY NUTRITION CARE'S OBLIGATIONS:

3.1 Be fully approved/licensed or accredited and, upon request, to submit proof to THE AFFILIATED INSTITUTION of said accreditation, and to maintain this accreditation throughout the term of the Agreement.

3.2 Assign DIETETIC INTERNS to THE AFFILIATED INSTITUTION who have been adequately prepared for a rotation in the assigned area. THE INTERNSHIP PROGRAM shall inform THE AFFILIATED INSTITUTION of the level of training the DIETETIC INTERNS have received prior to this placement.

3.3 Furnish THE AFFILIATED INSTITUTION with current information about its curriculum, competencies (CRDs) and learning activities prior to the start of each DIETETIC INTERN's supervised practice experience.

3.4 Assign DIETETIC INTERNS to THE AFFILIATED INSTITUTION who have been instructed to act in a professional manner and to conform to the rules and regulations of THE AFFILIATED INSTITUTION, and who have agreed to do so.

3.5 Require its DIETETIC INTERNS to maintain professional liability insurance in an amount of at least \$1,000,000 per occurrence and at least \$3,000,000 aggregate.

3.6 Warrant and represent that each DIETETIC INTERN conforms to the health status standards set forth by THE AFFILIATED INSTITUTION, including all immunizations required by THE AFFILIATED INSTITUTION and which health status standards have been provided to THE SPONSOR in advance of each DIETETIC INTERN's rotation at THE AFFILIATED INSTITUTION.

3.7 Notify the liaison person at THE AFFILIATED INSTITUTION of any known communicable disease contracted by a DIETETIC INTERN up to three (3) weeks after the supervised practice experience has ended.

3.8 Inform DIETETIC INTERNS of THE AFFILIATED INSTITUTION's confidentiality and privacy requirements.

3.8.1 Instruct each DIETETIC INTERN to respect and preserve the confidential nature of THE AFFILIATED INSTITUTION's confidential or proprietary information that is not known to the public. THE INTERNSHIP PROGRAM will not conduct or make any formal or informal survey, research, inquiry or other study relating in any way to THE AFFILIATED INSTITUTION, its patients, its clients, its staff or its programs without first obtaining review by and written approval of THE AFFILIATED INSTITUTION. No records of THE AFFILIATED INSTITUTION, including but not limited to patient, financial, or other proprietary business records, shall be removed from the premises by any DIETETIC INTERN under any circumstances. All such records shall be and remain the sole property of THE AFFILIATED INSTITUTION.

3.9 Recognize, where applicable, that THE AFFILIATED INSTITUTION, as a covered entity (as defined in the HIPAA Regulations), must comply with the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended from time to time, and as promulgated at any time during the term of this Agreement (collectively, the "HIPAA Regulations"), with respect to the privacy and security of "protected health information" (as defined in the HIPAA Regulations) created, transmitted, maintained or received by THE AFFILIATED INSTITUTION ("PHI"). THE INTERNSHIP PROGRAM agrees to assist THE AFFILIATED INSTITUTION to comply with, and will ensure that the DIETETIC INTERN comply with and assist THE AFFILIATED INSTITUTION to comply with, the HIPAA Regulations in connection with the performance of its/their obligations under this Agreement. THE INTERNSHIP PROGRAM shall ensure that the DIETETIC INTERN use appropriate safeguards to

prevent use or disclosure of PHI except as authorized hereunder, and to notify THE AFFILIATED INSTITUTION of any such unauthorized use or disclosure promptly upon becoming aware thereof. THE INTERNSHIP PROGRAM shall ensure that each DIETETIC INTERN agrees to abide by all policies and procedures implemented by THE AFFILIATED INSTITUTION to ensure its compliance with the HIPAA Regulations, and that each DIETETIC INTERN complies with THE AFFILIATED INSTITUTION and THE AFFILIATED INSTITUTION's medical staff policies and procedures regarding patient privacy and confidentiality.

3.10 Withdraw any DIETETIC INTERN from the Program whose progress, achievement or adjustment does not appear to justify his/her continuing with the Program. Wherever possible, such withdrawal shall be planned cooperatively by THE INTERNSHIP PROGRAM and THE AFFILIATED INSTITUTION.

3.11 Inform DIETETIC INTERNS of THE AFFILIATED INSTITUTION's policy that DIETETIC INTERNS wear identification badges as requested by THE AFFILIATED INSTITUTION. To instruct the DIETETIC INTERNS in regard to proper dress code expected of them by THE AFFILIATED INSTITUTION.

3.12 Limit use of the name of THE AFFILIATED INSTITUTION to brochures and publications that list affiliations of THE INTERNSHIP PROGRAM when describing THE INTERNSHIP PROGRAM's programs, and to obtain prior written consent for all other written references to THE AFFILIATED INSTITUTION.

3.13 Provide a liaison person who shall be responsible for coordinating the supervised experience with designated representatives of THE AFFILIATED INSTITUTION.

3.14 Inform DIETETIC INTERNS that they shall at all times abide by the policies and procedures established and communicated by THE AFFILIATED INSTITUTION.

3.15 Warrant and represent that each DIETETIC INTERN has current health insurance coverage, which shall remain in effect throughout their assignment to THE AFFILIATED INSTITUTION.

3.16 Ensure that each Dietetic Intern complies with AFFILIATED INSTITUTION's requirements for immunizations, tests, and required education including but not limited to: (a) an annual health examination, (b) Proof of TB skin test (Mantoux) within previous 12 months, repeated annually, If known skin test positive, baseline chest x-ray, annual symptom screen and repeat CXR if annual symptom review is positive. (c) Proof of immunization or immune titers to Rubella, Rubella and Varicella, (d) proof of Tetanus, Diphtheria, and Acellular Pertussis (Tdap) immunization, (e) proof of Hepatitis B vaccine, and (f) proof of annual Influenza vaccination, or declination statement for (b)-(f).

3.17 Represent and covenant that it will comply with all applicable federal and state statutes and regulations, and THE AFFILIATED INSTITUTION's commitment to conduct its business in compliance with THE AFFILIATED INSTITUTION's ethical standards and business policies, as communicated to THE INTERNSHIP PROGRAM by THE AFFILIATED INSTITUTION.

3.18 Perform a criminal background check and drug and substance screen of each DIETETIC INTERN assigned to THE AFFILIATED INSTITUTION and review the results of said background check and screen prior the start of the DIETETIC INTERN's Program.

4. JOINT OBLIGATIONS. Both THE INTERNSHIP PROGRAM and THE AFFILIATED INSTITUTION agree as follows:

4.1 This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, association or joint venture between THE SPONSOR, THE INTERNSHIP PROGRAM, THE AFFILIATED INSTITUTION and the DIETETIC INTERN, but is rather an Agreement by, and between, independent contractors. THE INTERNSHIP PROGRAM and its DIETETIC INTERNS shall not be entitled to reimbursement of any kind or nature for any services provided to employees of THE AFFILIATED INSTITUTION.

4.2 The DIETETIC INTERNS of THE INTERNSHIP PROGRAM are not employees of THE AFFILIATED INSTITUTION. They are not eligible for Worker's Compensation in case of any injury, and shall not be compensated by THE AFFILIATED INSTITUTION for their services nor shall they be eligible for any so-called employee benefits provided by THE AFFILIATED INSTITUTION to its employees.

4.3 The Affiliated Institution and the Internship Program acknowledge that student's educational records are protected by the Family Educational Rights and Privacy Act (FERPA) and that student permission generally must be obtained before THE INTERNSHIP PROGRAM may release any specific student data to any other party.

4.4 Not to discriminate unlawfully on the basis of race, sex, color, creed, national origin, sexual orientation, religion, handicap, age or disability.

5. TERM AND TERMINATION.

The term (the "Term") of this Agreement shall commence on the signing date of the final signature on page 7 of this Agreement and cannot exceed a total of five (5) years, at which time a new contract will be required. Early termination by either party upon at least thirty (30) days prior written notice, provided that the termination of this Agreement will not impair the completion of the assignment of any DIETETIC INTERN then assigned to THE AFFILIATED INSTITUTION.

6. NOTICES; CONTACTS.

All notices permitted or required hereunder may be sent by regular mail, email or by facsimile to the addresses noted below, and the parties shall contact each other to discuss important issues at the telephone numbers listed below.

If to THE SPONSOR:

Priority Nutrition Care LLC

P.O. Box 148

Hingham, MA 02043

Internship@PriorityNutritionCare.com

781-264-6877

Attention: Chief Executive Officer

If to THE AFFILIATED INSTITUTION: (Please complete)

Name of Institution: San Ysidro School District

Address: 4350 Otay Mesa Road

City, State, Zip: San Ysidro, CA 92173

Email: linda.gonzales@sysdschools.org

Telephone: (619) 428-4476

Attention: Executive Director of Human Resources

Either party may change the address for notice by notifying the other party, in writing, of the new address.

7. MISCELLANEOUS.

7.1. Section Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7.2. Governing Law. This Agreement shall be construed under, and governed in accordance with, the laws of the state in which the AFFILIATED INSTITUTION is located. The invalidity or unenforceability of any provision herein shall not affect the validity of enforceability of any other provision.

7.3. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, provided, however, that the Parties may assign this Agreement (and the rights and duties hereunder) to another entity that either controls the assigning Party or is under common control with the assigning Party, or buys all or substantially all of the assets of the assigning Party, without obtaining the prior written consent of the non-assigning Party.

7.4. Entire Agreement. This Agreement supersedes all previous contracts or agreements between the parties with respect to the subject matter hereof, and constitutes the entire agreement between the parties.

7.5 Amendments. This Agreement may be amended only in writing and signed by an authorized representative of each party.

7.6 Invalidity of Particular Provisions. If any term or provision of this Agreement, or any application thereof, to any person or circumstance shall to any extent be invalid or unenforceable the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent by law.

7.7 Execution. This Agreement and any amendments thereto shall be executed in duplicate copies by any official of the parties specifically authorized and each duplicate copy shall be deemed an original but both duplicate originals shall together constitute one and the same instrument.

7.8 Indemnification and Hold Harmless. To the fullest extent permitted by law, SPONSOR shall defend (with counsel of THE AFFILIATED INSTITUTIONs choosing), indemnify and hold the THE AFFILIATED INSTITUTION , 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 SPONSOR, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the SPONSOR'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. SPONSOR's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by SPONSOR, the AFFILIATED INSTITUTION, its officials, officers, employees, agents, or volunteers.

IN WITNESS WHEREOF, each of the parties has caused its duly appointed representatives to execute this Agreement on its behalf. The individuals who sign this Agreement on behalf of THE AFFILIATED INSTITUTION and THE SPONSOR below are duly authorized to execute this Agreement on behalf of the respective entities.

THE AFFILIATED INSTITUTION

By: Marilyn Adrianzen

Date

Title: Chief Business Official

THE SPONSOR

A handwritten signature in cursive script that reads "Anne Manion".

By: Anne S. Manion MBA, RD, LDN

Title: Chief Executive Officer

7/2/2021

Date

SAN YSIDRO SCHOOL DISTRICT *GOVERNING BOARD AGENDA*

TO: Governing Board

BOARD MEETING DATE: July 15, 2021

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH INCREASE SAFETY SERVICES

BACKGROUND INFORMATION:

CardioPulmonary Resuscitation (CPR), Automated External Defibrillator (AED), and First Aid Certification training is designed to provide the classroom staff a knowledge on how to handle students with special needs who have history of seizures and any health problems per their Individualized Education Plan (IEP).

Increase Safety Services is an agency that provides CPR, AED and First Aid training certification designed for staff in a classroom setting.

Cost Implication: \$4,200.00 for 70 participants

RECOMMENDATION:

Approve the agreement with Increase Safety Service to provide CPR, AED and First Aide 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.

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

\$4,200.00

(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 16th day of July 2021, by and between the San Ysidro School District, hereinafter called the "District", and

Increase Safety Services

Company/Consultant

619.913.8462

Telephone Number

795 Brookstone Rd, Unit #101, Chula Vista, CA 91913

Address

info@increasecpr.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 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.

12D.16

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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.

SAN YSIDRO SCHOOL DISTRICT

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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:	Increase Safety Service	
Name:	Antonio Rivera	
Title:	Owner	
Address:	795 Brookstone Rd, Unit #101	
City/State/Zip Code:	Chula Vista, Ca 91913	
Telephone:	619.913.8462	
Email:	info@increasecpr.com	

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Special Education Director
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

Increase Safety Services

Firm Name

Antonio Rivera, Owner

Signature of Authorized Agent

Print Name, Title

Date:

Phone Number: 619.913.8462

DISTRICT

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

REVISED 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF WORK

To provide CPR, AED and First Aid Certification training to 70 staff of San Ysidro School District.

Cost implication: **\$4,200.00**

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: July 15, 2021

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

FROM:
Administration ☐ Informational
Gina A. Potter, Ed.D., Superintendent ☒ Action

AGENDA ITEM: SAN DIEGO COUNTY SCHOOL BOARDS ASSOCIATION MEMBERSHIP
2021-2022

BACKGROUND INFORMATION:

The Governing Board has over the years subscribed to memberships and to organizations that help build the Board's awareness, knowledge and overall governance ability. The San Diego County School Boards Association advocates for public education, quality schools and programs for all students.

RECOMMENDATION:

Approve the San Diego County School Boards Association Membership for 2021-2022 at a cost of \$323.67 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 #

\$323.67

(Amount)

General Fund

(Name of funding source and/or location)

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



SAN DIEGO COUNTY SCHOOL BOARDS ASSOCIATION
6401 Linda Vista Road • San Diego, California 92111-7399
(858) 295-6637

June 22, 2021

Invoice No. SDCSBA-2022-34

SAN YSIDRO ELEMENTARY SCHOOL DISTRICT membership dues for school year 2021-22
(Authorized by Education Code Section 1071):

\$323.67

Bylaws of the Association provide annual dues at three and one-half percent (3.5%) of the California School Boards Association dues for said member district for the same year. The Board of Directors shall have the power to decrease such annual dues at any time by majority vote of all members of the Board of Directors. The Board decided to maintain the 2021-22 annual dues the same as last year (2020-21). This invoice reflects these dues.

Annual dues shall be payable July 1 of each year for the period of July 1 to June 30 inclusive, and shall become delinquent October 1 of each year.

Please make checks payable to **San Diego County School Boards Association**.

If you have any questions, please contact Carmen Aguilar (858) 295-6637.
