San Ysidro School District
Governing Board

AGENDA

Thursday
October 21, 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.

Ocean View Hills School
Auditorium
4919 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, SEPTEMBER 9, 2021
5:00 p.m.

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, September 9, 2021, and conducted its business meeting at **San Ysidro Middle School - Multicultural Complex, 4345 Otay Mesa Rd, San Ysidro, CA 92173.** Any meeting participant who engages in disorderly conduct which disturbs the peace and good order of the meeting, or refuses to comply with the lawful orders of the Board may be ordered removed from the meeting, and may be guilty of a misdemeanor (Cal. Penal Code Sec. 403). Closed Session was held 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: 5:00 p.m.

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

3. AGENDA
The Board approved the agenda.

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

4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS
Please submit public comment forms prior to start of meeting at 5:00 p.m. Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address Closed Session Items Only. (Closed Session Items may be continued to the end of the meeting if necessary.)

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 5:02 p.m. in accordance with section 54954.5 regarding:

5.1 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

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

5.3 GOVERNMENT CODE SECTION 54957.6 (Gonzales/Heath)
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

RECONVENED into OPEN SESSION at 6:01 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: 6:01 p.m.

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

8. FLAG SALUTE by Antonio Martinez, Board President

9. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

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

The public has the opportunity to address the Board on any item appearing on the agenda or not on the agenda. Persons wishing to address the Board are asked to fill out a ***Public Comment Form*** located at the sign-in area, and submit the completed form to the administrative assistant prior to start of the meeting.
Those who have a group concern are encouraged to select a spokesperson to address the Board. A copy of the full agenda is available for view at the Superintendent's Office located at 4350 Otay Mesa Road, San Ysidro, California. Also, at the district website: www.sysdschools.org.

Juan Morales, Parent, Commented: 1) Shared concerns regarding communications he receives from the district and his school about COVID and funds being spent regarding this topic. He would prefer positive communications about children to keep parents informed and funds to be spent to educate.
2) He is proud of the teachers.

Delbert Moreno, Employee, Commented: 1) Shared information about democracy. 2) Believes in the San Ysidro School District Governing Board and in ongoing conversation that creates unity.

10. ITEMS FROM THE BOARD & SUPERINTENDENT

Board Member Irene Lopez, Commented: 1) We've done a good job in maintaining safety at the schools for our students, staff and families. 2) It's been difficult for children to return to school. Mental health support services are important. 3) Dual language is a good opportunity for our students to learn how to read and write in two languages. 4) Went to see a circus at Willow School brought by the Parks and Recreation Department. There are limited activities in San Ysidro for children to do. Encouraged the San Ysidro Chamber of Commerce to help bring something to our community that our kids need. 5) Always remember where you came from and come back to your community. 6) Thanked parents and all staff for everything they do. By communicating and understanding each other, we can do better things.

Board Member Gurmilan, Commented: 1) It's nice to meet in person again. 2) Thanked everyone for all of the hard work. We are very fortunate to have our schools opened again. 3) Thanked staff and parents for everything we've accomplished together. Appreciates parents getting involved and participating in their children's education. 4) Hopes to get back to normal.

Board Clerk Pallasigue, Commented: 1) Thanked everyone for attending. 2) Mentioned that the board abides by certain Robert's Rules of Order and can't always respond. 3) Feels that San Ysidro is a safe place. 4) We appreciate community feedback. 5) Changes come from the state and federal level. We try to do things that are fair and that create a sense of safety for everyone. 6) Looks forward to the Long Range Master Facilities Plan projects.

Board Vice-President Rudy Lopez, Commented: 1) The state and county have mandates we must adhere to. The mandates allow us to meet in person and allows our children to be in their classrooms for in person learning. 2) Visited a Preschool Special Education class. Preschoolers were adhering to the mandates and wearing masks.

Board President Martinez, Commented: 1) We did well with the opening of our schools. Thanked all staff and Dr. Potter for leading the way ensuring that safety is the priority for students that come to class and that we also have the option for online learning. 2) It's important that all staff works collaboratively and continues with transparency and communication to ensure the safety of everyone. 3) Looks forward to the movement of the Long Range Master Facilities Plan particularly with the Beyer site. 4) Let's stick together, move forward and be safe.

Superintendent Potter, Commented: 1) Thanked Principal Bojorquez and Vice Principal Preciado for hosting the board meeting. 2) She is proud of our school district for being one of the State of California's school districts' opened the longest for full in person learning. We have not closed any schools because of COVID thanks to the safety features our district implemented. 3) Children are happy to be back at school. Thanked staff for their hard work to make this happen. 4) All schools had successful Virtual Back to School Nights. 5) Congratulated Mrs. Marissa Bejarano for being appointed a Judge in the San Diego County Supreme Court. 6) Thanked city and county officials for naming the Betty Cuen Road and thanked the San Ysidro Women's Club. Betty Cuen was a longtime educator in the San Ysidro School District and one of the founders of the scholarships for our students.

11. CONFERENCE SESSION

Reports/Presentations

11.1 Monarch School Project - Presented by Afira DeVries, President and CEO, Monarch School Project (González)

11.2 San Diego County Building Trades - Presented by Carol Kim (Adrianzen)
11.3 Local Control Accountability Plan (LCAP) Federal Addendum - Presented by Executive Director of Educational Services, Cynthia Monreal González
11.4 2020-2021 Unaudited Actuals - Presented by Chief Business Official, Marilyn Adrianzen

12. GENERAL ADMINISTRATION

12.1 MINUTES
The Board approved the minutes of the Regular Board Meeting of August 12, 2021.

Motion: Gurmilan Second: Pallasigue Vote: 5-0

12.2 REVISED 2021 GOVERNING BOARD MEETING SCHEDULE (Potter)
The Board approved the revised 2021 Governing Board Meeting Schedule. This revision includes the change of the October 14, 2021 board meeting to October 21, 2021.

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

12.3 AUTHORIZE AMENDMENT TO COVID-19 PREVENTION PLAN (CPP) REGARDING GUIDELINES FOR FACE MASKS OUTDOORS (Farkas)
The Board amended the COVID-19 Prevention Plan (CPP) to require face masks outdoors in our district schools and facilities with the exception of eating, drinking and physical distancing of six feet or more when local regional COVID case rate data is high, as determined by the district. In the event the California Department of Public Health provides revised guidance in the future regarding outdoor masks, the district will comply with their guidelines.

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

12.4 APPROVAL OF THE REVISIONS TO THE LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) FOR SCHOOL YEAR 2021-22 (González)
The Board approved the revisions of the Local Control Accountability Plan (LCAP) for school year 2021-22.

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

12.5 APPROVAL OF THE LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) EVERY STUDENT SUCCEEDS ACT (ESSA) ADDENDUM FOR SCHOOL YEAR 2021-22 (González)
The Board approved the Local Control Accountability Plan (LCAP) Every Student Succeeds Act (ESSA) Addendum for School Year 2021-22.

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

12.6 OPEN ANNUAL PUBLIC HEARING REGARDING SUFFICIENCY OF INSTRUCTIONAL MATERIALS AND WILLIAMS SETTLEMENT LEGISLATION (González)
The Board opened the annual public hearing regarding Sufficiency of Instructional Materials and Williams Settlement Legislation Instructional Materials funds for the 2021-2022 fiscal year.

There were no public comments.

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

12.7 CLOSE ANNUAL PUBLIC HEARING REGARDING SUFFICIENCY OF INSTRUCTIONAL MATERIALS AND WILLIAMS SETTLEMENT LEGISLATION (González)
The Board closed the annual public hearing regarding Sufficiency of Instructional Materials and Williams Settlement Legislation Instructional Materials funds for the 2021-2022 fiscal year.

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

12.8 RESOLUTION NO. 21/22-0012 - DETERMINING SUFFICIENCY OF INSTRUCTIONAL MATERIALS FOR FISCAL YEAR 2021-2022 (González)
The Board adopted Resolution No. 21/22-0012 determining Sufficiency of Instructional Materials for fiscal year 2021-2022.

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

12.9 RESOLUTION 21/22-0015 TO SUPPORT RED RIBBON WEEK, OCTOBER 23 – 31, 2021: "DRUG FREE LOOKS LIKE ME" (González)
The Board approved Resolution No. 21/22-0015 to support the activities during the Red Ribbon week on October 23-31, 2021, with expenditures at the cost of $1,600.00 for bracelets from the General fund.

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

12.10 OPEN PUBLIC HEARING – CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION INITIAL CONTRACT PROPOSAL TO SAN YSIDRO SCHOOL DISTRICT FOR THE 2021-2022 SCHOOL YEAR (Gonzales/Heath)
The Board opened the Public Hearing - California School Employees Association Initial Contract Proposal to San Ysidro School District for 2021-2022 School Year.

There were no public comments.

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

12.11 CLOSE PUBLIC HEARING – CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION INITIAL CONTRACT PROPOSAL TO SAN YSIDRO SCHOOL DISTRICT FOR THE 2021-2022 SCHOOL YEAR (Gonzales/Heath)
The Board closed the Public Hearing - California School Employees Association Initial Contract Proposal to San Ysidro School District for 2021-2022 School Year.

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

12.12 OPEN PUBLIC HEARING – SAN YSIDRO SCHOOL DISTRICT'S INITIAL CONTRACT PROPOSAL TO CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION FOR THE 2021-2022 SCHOOL YEAR (Gonzales/Heath)
The Board opened the Public Hearing - San Ysidro School District's Initial Contract Proposal to California School Employees Association for the 2021-2022 School Year.

There were no public comments.

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

12.13 CLOSE PUBLIC HEARING – SAN YSIDRO SCHOOL DISTRICT'S INITIAL CONTRACT PROPOSAL TO CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION FOR THE 2021-2022 SCHOOL YEAR (Gonzales/Heath)
The Board closed the Public Hearing - San Ysidro School District's Initial Contract Proposal to California School Employees Association for the 2021-2022 School Year.

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

12.14 OPEN PUBLIC HEARING – SAN YSIDRO EDUCATION ASSOCIATION'S INITIAL PROPOSAL TO SAN YSIDRO SCHOOL DISTRICT FOR SUCCESSOR CONTRACT NEGOTIATIONS (Gonzales/Heath)
The Board opened the Public Hearing - San Ysidro Education Association's Initial Proposal to San Ysidro School District for Successor Contract Negotiations.

There were no public comments.

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

12.15 CLOSE PUBLIC HEARING – SAN YSIDRO EDUCATION ASSOCIATION'S INITIAL PROPOSAL TO SAN YSIDRO SCHOOL DISTRICT FOR SUCCESSOR CONTRACT NEGOTIATIONS (Gonzales/Heath)
The Board closed the Public Hearing - San Ysidro Education Association's Initial Proposal to San Ysidro School District for Successor Contract Negotiations.

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

12.16 AMENDED AND RESTATED BYLAWS FOR THE CITIZENS' BOND OVERSIGHT COMMITTEE (Adrianzen)
The Board approved the amended and restated Bylaws for the Citizens' Bond Oversight Committee combining the previously approved bylaws for Measure T, Measure U and Proposition C into one document.

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

12.17 UNAUDITED ACTUALS FINANCIAL REPORT FOR FISCAL YEAR 2020-21 (Adrianzen)
The Board approved the Unaudited Actuals Financial Report for fiscal year 2020-21.

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

12.18 RESOLUTION NO. 21/22-0013 ADOPTING THE "GANN" LIMIT (Adrianzen)
The Board approved Resolution No. 21/22-0013 Adopting the Appropriation Limit (Gann Limit) for 2020-21 and 2021-2022 Estimated Appropriations Limitation.

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

12.19 EDUCATION PROTECTION ACCOUNT (PROP 55) – EXPENDITURE REPORT FOR FISCAL YEAR 2020-21 (Adrianzen)
Information Only.

12.20 AB1200 AND MEMORANDUM OF UNDERSTANDING WITH THE CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION REGARDING COVID-19 RELATED IMPACTS FOR THE

2021-22 SCHOOL YEAR (Adrianzen/Gonzales/Heath)
The Board approved/ratified the submission of AB1200 to the San Diego County Office of Education and the MOU for the CSEA Bargaining Unit regarding the ongoing issues related to the COVID-19 pandemic that may impact the 2021-2022 School Year. The financial impact of this AB1200 is $463,359.55.

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

12.21 RESOLUTION NO. 21/22-0014 TO ESTABLISH AN ASSOCIATE STUDENT BODY (ASB) SPECIAL REVENUE FUND (Adrianzen)
The Board approved and adopted Resolution No. 21/22-0014.

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

12.22 RESOLUTION NO. 21/22-0016 AUTHORIZING THE TEACHING ASSIGNMENT OF A MULTIPLE SUBJECT TEACHER TO A SINGLE SUBJECT (Gonzales/Heath)
The Board approved/ratified the adoption of Resolution No. 21/22-0016 authorizing the teaching assignment of a multiple subject teacher to a single subject class pursuant to Education Code Section 44256(b).

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

12.23 REVISED SUBSTITUTE SALARY SCHEDULE (Gonzales/Heath)
The Board approved the revised Substitute Salary Schedule to support staffing shortages effective September 10, 2021.

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

12.24 NOMINATIONS - CSBA DIRECTORS-AT-LARGE AFRICAN AMERICAN AND AMERICAN INDIAN (Potter)
The Board accepted nominations for the CSBA Director-at-Large African American and American Indian and nominated Bettye Lusk, Director-at-Large African American and Crystal Martinez-Alire, Director-at-Large American Indian.

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

13. CONSENT CALENDAR
The Board approved the Consent Calendar.

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

13A. PERSONNEL – CLASSIFIED

REVISED JOB DESCRIPTION (Gonzales/Heath)
The Board approved the revised job descriptions for the following as recommended by staff:
13A.1 Testing Assistant

EMPLOYMENT (Gonzales/Heath)
The Board approved/ratified the employment for the following as recommended by staff:
13A.2 Campus Aides

13A.3 Custodian
13A.4 Instructional Aides, Special Education
13A.5 Substitute Campus Aide
13A.6 Substitute Campus Security
13A.7 Substitute Child Nutrition Specialist
13A.8 Substitute Instructional Aides

13B. PERSONNEL – CERTIFICATED

RESIGNATION (Gonzales/Heath)
The Board approved/ratified the resignation for the following as recommended by staff:
13B.1 Classroom Teacher K-8
13B.2 Temporary Intervention Support Teacher

RECRUITMENT (Gonzales/Heath)
The Board approved/ratified to establish recruitment for the following as recommended by staff:
13B.3 Resource Specialist

EMPLOYMENT (Gonzales/Heath)
The Board approved/ratified the employment for the following as recommended by staff:
13B.4 Special Day Class Teacher
13B.5 Temporary Intervention Support Teacher
13B.6 Substitute Counselors
13B.7 Substitute Teachers
13B.8 Substitute Permit Teachers

NEW JOB DESCRIPTION (Gonzales/Heath)
The Board approved the new job description for the following as recommended by staff:
13B.9 Virtual Learning Academy Teacher

13C. CURRICULUM & INSTRUCTION

13C.1 LICENSE SUBSCRIPTION WITH DELTA MATH SOLUTIONS, INC. FOR THE DELTAMATH PLUS ONLINE PROGRAM AT VISTA DEL MAR MIDDLE SCHOOL
(González/Herrera-Cevallos)
The Board approved the license subscription with DeltaMath Solutions, Inc. for the DeltaMath Plus online program at Vista Del Mar Middle School at the total cost of $400.00 from the LCFF Funds.

13C.2 EDUCATIONAL FIELD TRIPS FOR SCHOOL YEAR 2021-2022 (González)
The Board approved the educational field trips to different destinations for students in grades Transitional Kindergarten to Eighth from all schools for the 2021-2022 school year. Student fees and transportation services will be covered from Fundraising, Donations, Museum Grants and the Supplemental and Concentration Fund as needed.

13C.3 LICENSE SUBSCRIPTION WITH ARDOR EDUCATION INC. TO IMPLEMENT THE ARDOR MATH UNLIMITED PROGRAM AT VISTA DEL MAR MIDDLE SCHOOL
(González/Herrera-Cevallos)
The Board approved the purchase of the license subscription with Ardor Education Inc. for the Ardor Unlimited Math Program for Vista Del Mar Middle School at a cost not to exceed $899.96 from LCFF discretionary fund.

13C.4 PROFESSIONAL DEVELOPMENTS - SEPTEMBER (González)
The Board approved/ratified the attendance and participation of District staff to the different professional developments as attached.

13D. BUSINESS

13D.1 PURCHASING REPORT (Adrianzen)
The Board approved/ratified the following purchase orders incurred by the District during the period August 3, 2021 through August 25, 2021. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to $15,000 for public project contracts and up to $30,000 for all other contracts from the various funding sources.

13D.2 EXPENDITURE REPORT (Adrianzen)
The Board approved/ratified the expenditures incurred by the District during the period of August 1, 2021 through August 26, 2021 for a total expenditure of $843,126.25. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to $15,000 for public project contracts and up to $30,000 for all other contracts from the various funding sources.

13D.3 APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS (Adrianzen)
The Board approved/ratified the agreements on the attached list with cost implications that fall within the authorized delegation of authority limits of up to $15,000 for public project contracts and up to $30,000 for all other contracts from the various funding sources or at no cost to the district.

13D.4 ACCEPTANCE OF DONATIONS (Adrianzen)
The Board accepted donations valued at $500.00 to help support and enrich our educational programs.

13D.5 NO KID HUNGRY SCHOOL NUTRITION GRANT (Adrianzen/Zarzosa)
The Board approved the Share Our Strength - No Kid Hungry Agreement and accepted the Grant Award in the amount of $20,000.00 in support of the Child Nutrition Program.

13D.6 AMENDMENT TO THE SAN DIEGO COUNTY OFFICE OF EDUCATION AGREEMENT RELATED TO THE BROADBAND CONNECTIVITY PROGRAM DURING 2021-22 (Adrianzen/González/Lewis)
The Board approved/ratified the amendment to the agreement with the San Diego County Office of Education for the Broadband Connectivity Program during the 2021-22 school year. The annual cost of $157,650.00 will be paid from the ESSER III funds and/or Emergency Connectivity Grant.

13D.7 AGREEMENT WITH STANLEY CONVERGENT SECURITY SOLUTIONS INC. FOR SECURITY ALARM UPGRADES (Adrianzen/Azevedo)
The Board approved the 5-year Professional Services Agreement with Stanley Convergent Security Solutions, Inc. for upgrades to the security alarm systems at district-wide facilities at an estimated annual cost of $55,461.36 from the General fund.

13D.8 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH SOLIANT FOR 2021-2022 SCHOOL YEAR (González/Madera)
The Board approved the San Diego County Nonpublic Master Contract with Soliant for school year 2021-2022 at an estimated cost up to $200,000.00 from the Special Education Fund.

13D.9 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH STEIN EDUCATION CENTER FOR 2021-2022 SCHOOL YEAR - REVISED (Gonzalez/Madera)
The Board approved/ratified the revised San Diego County Nonpublic Schools Master Contract with Stein Education Center, to provide specialized academic services for school year 2021-2022 at an estimated cost up to $124,023.68 from the Special Education fund.

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

14. ADJOURNMENT Time: 7:57 p.m.

Respectfully Submitted,

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

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

SPECIAL MEETING OF THE GOVERNING BOARD
MONDAY, SEPTEMBER 13, 2021
5:30 p.m.
Via Zoom Teleconference

Pursuant to Governor Newsom's Executive Order N-29-20, this Special 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 Monday, September 13, 2021 at 3:00 p.m. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: https://forms.gle/j5t3LgKi4rghWt7a9 on or before Monday, September 13, 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 (929) 329-2369 and enter the access code 341 136 651#. Para escuchar esta junta en español favor de llamar al 1 (929) 329-2369 y use el código de acceso 341 136 651#.

MINUTES

1. CALL TO ORDER Who: President Martinez Time: 5:30 p.m.

President Martinez announced that this Governing Board meeting is conducted pursuant to 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.- *Left the meeting at 5:34 p.m. and returned at 5:35 p.m. due to WiFi*
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: Pallasigue Second: Gurmilan Vote: 5-0

4. FLAG SALUTE by Antonio Martinez, Board President

5. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS
Persons who want to comment on topics not included on the agenda or comment on agendized topics were invited to submit comments via email to the following email address publiccomment@sysdschools.org on or before Monday, September 13, 2021 at 3:00 p.m. 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/j5t3LgKi4rghWt7a9 on or before Monday, September 13, 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.

There were no public comments.

6. GENERAL ADMINISTRATION

6.1 AMENDED UNAUDITED ACTUALS FINANCIAL REPORT FOR FISCAL YEAR 2020-21 (Adrianzen)

The Board approved the amended Unaudited Actuals Financial Report for fiscal year 2020-21. The amended section of the Unaudited Actuals Financial Report reflects a decrease of $7,586.48 to the unrestricted ending fund balance.

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

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

7. ADJOURNMENT Time: 5:38 p.m.

Respectfully Submitted,

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board
VIA: Gina A. Potter, Ed.D.
Superintendent

BOARD MEETING DATE: October 21, 2021
FROM:
Administration
Gima A. Potter, Ed.D., Superintendent

☐ Informational
☒ Action

AGENDA ITEM: RESOLUTION NO. 21/22-0017 - CONTINUING GOVERNING BOARD AUTHORITY TO HOLD VIRTUAL MEETINGS PURSUANT TO AB 361

BACKGROUND INFORMATION:
Executive Order N-29-20 expired Sept. 30, 2021. Legislative bodies will be required to hold public meetings in full compliance with the Brown Act, particularly Brown Act teleconferencing requirements that have been waived throughout the pandemic.

With the enactment of AB 361 signed on Sept. 16, 2021, Government Code section 54953 has been amended to provide additional flexibility for legislative bodies to meet remotely. Effective October 1, 2021, in order for a legislative body to consider the option of meeting remotely and waiving the traditional teleconference requirements found in the Brown Act, the legislative body must first determine whether an active state of emergency exists that makes meeting in-person unsafe. If a state of emergency of this nature exists, then the legislative body may hold a remote meeting if any of the following circumstances are true:

- State or local officials have imposed or recommended measures to promote social distancing; or
- The legislative body is holding a meeting to determine, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- Any meeting thereafter the legislative body has determined, by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

In order for a legislative body to continue holding meetings remotely, after October 1, 2021, the state of emergency must remain active, or state or local officials continue to impose or recommend measures to promote social distancing. Furthermore, the legislative body must meet no later than 30 days following its first remote meeting held pursuant to AB 361, and no later than every 30 days thereafter, to reconsider the circumstances of the emergency and confirm, by majority vote, that either of the following circumstances exist:

- The state of emergency continues to directly impact the ability of members to meet safely in person; or
- State or local officials continue to impose or recommend social distancing measures.

A legislative body is required to place an item on their meeting agenda once every 30 days to make findings and vote on the circumstances of the emergency and/or other state or local health and safety measures to continue waiving the traditional Brown Act teleconferencing requirements.

The legislature's intent behind passing AB 361, as described in the bill itself, is "to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options."

AB 361 will expire January 1, 2024.

RECOMMENDATION:
Approve Resolution No. 21/22-0017 - Continuing Governing Board Authority to hold Virtual Meetings Pursuant to AB 361.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2021-2022 Budget? ☐ Yes ☐ No

Requisition #

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

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

SAN YSIDRO SCHOOL DISTRICT
GgovernING BOARD

RESOLUTION NO. 21/22-0017

Resolution Continuing Governing Board Authority to Hold Virtual Meetings Pursuant to AB 361

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a statewide emergency arising from the coronavirus (COVID-19); and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Brown Act pertaining to teleconferenced meetings; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21 which indicated that Executive Order N-29-20's authorization for holding virtual meetings would expire on September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 (Rivas) as urgency legislation effective immediately, which provides that legislative bodies may continue to meet remotely during a declared State of Emergency subject to certain conditions; and

WHEREAS, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision:

> (e)(1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:
>
> (B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision:

> (3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:
>
> (A) The legislative body has reconsidered the circumstances of the state of emergency.
>
> (B) Any of the following circumstances exist:
>
> (i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

THEREFORE, BE IT RESOLVED that the Governing Board of San Ysidro School District finds that the Governor's March 4, 2020 declaration of a state of emergency due to the COVID-19 pandemic remains active.

BE IT FURTHER RESOLVED, the Governing Board of San Ysidro School District finds that due to the state of emergency meeting in person would present imminent risks to the health or safety of attendees and/or the state of emergency continues to directly impact the ability of the members to meet safely in person due to the prevalence of the Delta variant of the COVID-19 virus, the indoor setting of meeting facilities, the potential presence of unvaccinated individuals attending meetings, the potential for noncompliance with mask wearing requirements, and desire to protect the health of immuno-compromised trustee(s), staff and the public.

PASSED AND ADOPTED by the following vote of the Governing Board of the San Ysidro School District, County of San Diego, State of California on October 21st, 2021.

AYES:

NOES:

ABSENT:

ABSTENTIONS:

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD:

_____

Board President, Antonio Martinez

_____

Board Vice-President, Rudy Lopez

_____

Board Clerk, Rosaleah Pallasigue

_____

Board Member, Humberto Gurmilan

_____

Board Member, Irene Lopez

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
Administration
Gina A. Potter, Ed.D., Superintendent

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD POLICY AND ADMINISTRATIVE REGULATIONS - 1000 SERIES

BACKGROUND INFORMATION:

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

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

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

- Revised BP 1313 - Civility
- Revised AR 1312.3 - Uniform Complaint Procedures

RECOMMENDATION:
Approve First Reading and Adoption of Revised Board Policy and Administrative Regulation - 1000 series: Revised BP 1313 - Civility and Revised AR 1312.3 - Uniform Complaint Procedures.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2021-2022 Budget? ☐ Yes ☐ No

Requisition #

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

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

1000 SERIES

Administrative Regulation 1312.3 - Uniform Complaint Procedures

Regulation updated to correct the timeline in the "Notifications" section for submitting appeals to the California Department of Education (CDE), as specified in state regulations. Section on "Investigation of Complaint" revised to clarify that state regulations regarding the consequences of a respondent's failure to cooperate in an investigation only apply when the respondent is the district. Additional revisions, including expansion of the section "Health and Safety Complaints in License-Exempt Preschool Programs," made to more directly reflect the standards in CDE's Federal Program Monitoring instrument.

NEW - Board Policy 1313 - Civility

New policy addresses the importance of civility to the effective operation of the district, including its role in creating a positive school climate and enabling a focus on student well-being, learning, and achievement. Policy includes First Amendment free speech considerations, behavior that constitutes civil behavior, practices that promote civil behavior, and authorization to educate or provide information to students, staff, parents/guardians, and community members to assist in the recognition, development, and demonstration of civil behavior. Policy also includes material regarding behavior that is disruptive, hinders the orderly conduct of district operations or programs, or creates an unsafe learning or working environment, as well as the prohibition of, and consequences for, behavior which is discriminatory, harassing, or intimidating, including sexual harassment, bullying, and/or hate violence.

CSBA Sample REVISED

Administrative Regulation

UNIFORM COMPLAINT PROCEDURES

Note: 5 CCR 4621 **mandates** that the district's uniform complaint procedures (UCP) be consistent with the procedures of 5 CCR 4600-4670. Additionally, Education Code 52075 **mandates** districts to adopt policies and procedures implementing the use of UCP to investigate and resolve complaints alleging noncompliance with requirements related to the local control and accountability plan (LCAP), and Education Code 8235.5 **mandates** districts to adopt policies and procedures for resolving complaints regarding specified health and safety issues in license-exempt California State Preschool Programs (CSPP). Furthermore, a number of federal civil rights statutes and their implementing regulations mandate districts to adopt policies and procedures for the prompt and equitable resolution of complaints of unlawful discrimination**,** ~~(such as discriminatory~~ harassment, intimidation, or bullying~~)~~. For example, all districts are **mandated** pursuant to 28 CFR 35.107 to adopt policy and procedures to address discrimination on the basis of disability, while districts that receive federal financial assistance are **mandated** pursuant to 34 CFR 106.8 and 34 CFR 110.25 to adopt policies and procedures to address discrimination on the basis of sex and age. Some of the factors considered by the U.S. Department of Education's Office for Civil Rights (OCR) when determining whether a district's procedures are "prompt and equitable" are addressed throughout the following administrative regulation.

Apart from these mandates, state law authorizes the use of UCP to resolve complaints of noncompliance with laws related to the development of a school plan for student achievement and the establishment of school site councils; accommodations for pregnant and parenting students; prohibition against the charging of student fees; educational rights of foster youth, homeless students, former juvenile court school students, children of military families, migrant students, and students participating in a newcomer program for newly arrived immigrants; assignment of students to courses without educational content; and physical education instructional minutes. See the section "Complaints Subject to UCP" in the accompanying Board policy.

Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in ~~BP 1312.3~~ **the accompanying Board policy**.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 4030 - Nondiscrimination in Employment)

Compliance Officers

Note: 5 CCR 4621 **mandates** the district to identify in its policies and procedures the person(s), position(s), or unit(s) responsible for ensuring compliance with applicable state and federal laws and regulations governing educational programs, including the receiving and investigating of complaints alleging unlawful discrimination**,** ~~(such as discriminatory~~ harassment, intimidation, or bullying~~)~~ and retaliation. During its Federal Program Monitoring (FPM) process, California Department of Education (CDE) staff will check to ensure that the district's procedures list the specific title(s) of the employee(s) responsible for receiving and investigating complaints. Districts should identify the specific title(s) of the compliance officer(s) in the space provided below. If a district identifies multiple compliance officers, it is recommended that one be designated the lead compliance officer.

The following paragraph specifies that the compliance officer will be the same person designated to serve as the Title IX Coordinator for addressing complaints of sexual harassment pursuant to AR 5145.7 - Sexual Harassment and AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Districts may modify this regulation to designate different district employees to serve these functions.

The district designates the individual(s), position(s), or unit(s) identified below as responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment responsible for handling complaints regarding unlawful discrimination, ~~(such as discriminatory~~ harassment, intimidation, or bullying~~)~~ and in AR 5145.7 - Sexual Harassment for handling complaints regarding sexual harassment. The compliance officer(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.71 - Title IX Sexual Harassment Complaints Procedures)

_____
(title or position)

_____
(unit or office)

_____
(address)

_____
(telephone number)

_____
(email)

Note: The following paragraph is for use by districts that have designated more than one compliance officer.

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent~~, if applicable,~~ if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

Note: 5 CCR 4621 **mandates** that the district's policy require employees responsible for compliance and/or for investigating and resolving complaints to be knowledgeable about the laws and programs at issue in the complaints they are assigned. OCR requires that the compliance officer(s) involved in implementing discrimination complaint procedures be knowledgeable about the procedures and be able to explain them to parents/guardians and students. ~~They~~ **Compliance officers** must also have training or experience in handling discrimination complaints, including appropriate investigative techniques and understanding of the applicable legal standards.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program~~;~~**;** applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination**,** ~~(such as discriminatory~~ harassment, intimidation, or bullying~~)~~**;** applicable standards for reaching decisions on complaints~~;~~**;** and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 4331 - Staff Development)
(cf. 9124 - Attorney)

The compliance officer or, if necessary, an~~y~~ appropriate administrator shall determine whether interim measures are necessary during ~~and pending the result of~~ an investigation **and while the result is pending**. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

Note: During the FPM process, CDE staff will check to ensure that the district's policy contains a statement ensuring annual dissemination of notice of the district's UCP to the persons specified below.

In addition, the Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

Note: 5 CCR 4622 requires the district to include specified information in its annual UCP notice to students, parents/guardians, employees, and others. The following list reflects those required components and additional content of the notice listed in CDE's FPM instrument.

A sample of the annual notice is available through CDE's web site. It is the district's responsibility to update the notice as necessary to reflect new law.

The notice shall include:

1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group, and a list of all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy

2. The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such persons will be knowledgeable about the laws and programs that they are assigned to investigate

3. A statement that a UCP complaint**, except a complaint alleging unlawful discrimination, harassment, intimidation, or bullying,** must be filed no later than one year from the date the alleged violation occurred

4. A statement that~~, in the case of~~ a **UCP** complaint alleging unlawful discrimination, harassment, intimidation, or bullying~~, a UCP complaint~~ must be filed no later than six months from the date of the alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct

5. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities

6. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint

(cf. 0460 - Local Control and Accountability Plan)
(cf. 3260 - Fees and Charges)

7. A statement that the district will post a standardized notice of the educational rights of foster youth, homeless students, former juvenile court school students now enrolled in the district, children of military families, migrant students, and immigrant students enrolled in a newcomer program, as specified in Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)
(cf. 6175 - Migrant Education Program)

8. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant

9. A statement that, for programs within the scope of the UCP **as specified in the accompanying Board policy**, the complainant has a right to appeal the district's investigation report to **the California Department of Education (**CDE**)** ~~for programs within the scope of the UCP~~ by filing a written appeal, including a copy of the original complaint and the district's decision, within ~~15~~ **30 calendar** days of receiving the district's decision

10. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal **laws prohibiting** ~~anti~~discrimination**, harassment, intimidation, or bullying** ~~laws~~, if applicable

11. A statement that copies of the district's UCP are available free of charge

Note: The following paragraph may be modified to reflect district practice. Pursuant to Education Code 221.61, districts are required to post information related to Title IX on their web sites, including specified information about complaint procedures under Title IX. See AR 5145.3 - Nondiscrimination/Harassment. A district that does not maintain a web site may comply by posting the information on the web site of its county office of education. A comprehensive list of rights based on the provisions of the federal regulations implementing Title IX can be found in Education Code 221.8. In addition, in its April 2015 Dear Colleague Letter: Title IX Coordinators, OCR recommends that districts use web posting and social media to disseminate their nondiscrimination notices, policies, and procedures and communicate current compliance officer(s)' contact information to students, parents/guardians, and employees.

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district-supported social media, if available.

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)

Note: Both federal and state laws contain requirements for translation of certain information and documents. Title VI of the Civil Rights Act of 1964 requires districts to ensure meaningful access to their programs and activities by persons with limited English proficiency. OCR has interpreted this to require that, whenever information is provided to parents/guardians, districts must notify limited-English-proficient (LEP) parents/guardians in a language other than English in order to be adequate. OCR enforces this requirement consistent with the Department of Justice's 2002 Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. Under the Guidance, a recipient of federal funds has an obligation to provide language assistance to LEP individuals based on the balancing of four factors: (1) the number or proportion of LEP individuals likely to encounter the program, (2) the frequency with which LEP individuals come in contact with the program, (3) the nature and importance of the services provided by the program, and (4) the resources available to the recipient. State law is more specific than federal law: Education Code 48985 requires translation of certain information and documents if 15 percent or more of students enrolled in the school speak a single primary language other than English.

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's **UCP** policy, regulation, forms, and notices ~~concerning the UCP~~ shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

Filing of Complaints

Note: Complaints filed under UCP may be filed directly with a compliance officer or with any site administrator not designated as a compliance officer. For example, acts of unlawful discrimination~~, (such as discriminatory~~ harassment, intimidation, or bullying~~)~~ may initially be reported to a principal. See AR 5145.3 - Nondiscrimination/Harassment and AR 5145.7 - Sexual Harassment. If a site administrator not designated as a compliance officer receives a UCP complaint, the site administrator must notify a compliance officer. A district may also establish a site-level process for receiving informal reports about incidents for which a UCP complaint may be filed and notifying students and parents/guardians of their right to file a UCP complaint. Any site-level process established by a district should be in writing and distributed in the same manner as the grievance procedures listed herein with an explanation of how it interacts with the UCP complaint process.

UNIFORM COMPLAINT PROCEDURES (continued)

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy may be filed by any individual, public agency, or organization. (5 CCR 4630)

Note: Education Code 49013 and 52075 **mandate** districts to adopt procedures that allow for anonymous complaints to be filed when a district allegedly violates the prohibition against the charging of student fees or violates any requirement related to the LCAP.

2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee.

Note: Pursuant to 5 CCR 4630, ~~as amended by Register 2020, No. 21,~~ complaints related to the LCAP must be filed within a year of the date that the reviewing authority approves the district's LCAP. Pursuant to Education Code 52070, the County Superintendent of Schools is the reviewing authority for district LCAPs.

3. A UCP complaint**, except for a UCP complaint alleging unlawful discrimination, harassment, intimidation, or bullying,** shall be filed no later than one year from the date the alleged violation occurred. For complaints related to the LCAP, the date of the alleged violation is the date when the County Superintendent of Schools approves the LCAP that was adopted by the Board. (5 CCR 4630)

4. A complaint alleging unlawful discrimination**,** ~~(such as discriminatory~~ harassment, intimidation, or bullying~~)~~ may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. **(5 CCR 4630)**

5. ~~The~~ A complaint **alleging unlawful discrimination, harassment, intimidation, or bullying** shall be initiated no later than six months from the date that the alleged

UNIFORM COMPLAINT PROCEDURES (continued)

unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)

~~5.~~**6.** When a complaint alleging unlawful discrimination**,** ~~(such as discriminatory~~ harassment, intimidation, or bullying~~)~~ is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

Note: OCR's Revised Sexual Harassment Guidance indicates that if a complainant in a sexual harassment case requests that the complainant's name or that of the victim not be revealed to the alleged perpetrator or asks that the complaint not be pursued, the district should first inform the complainant that honoring the request may limit its ability to respond and pursue disciplinary action against the alleged perpetrator. The OCR publication acknowledges that situations may exist in which a district cannot honor a student's request for confidentiality, but cautions that, in all instances, the district must still continue to ensure that it provides a safe and nondiscriminatory environment for all students. Districts should consult legal counsel before honoring a confidentiality request to withhold the victim's name from the alleged perpetrator, especially in the case of alleged sexual assault. These guiding principles would also apply to harassment on the basis of race, gender, disability, or other protected characteristic.

~~6.~~**7.** When ~~the~~ **a** complainant of unlawful discrimination, ~~(such as discriminatory~~ harassment, intimidation, or bullying~~)~~ or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

Note: The following section should be used only by those districts that have decided to establish procedures for attempting to resolve complaints through alternative dispute resolution procedures such as mediation; see the accompanying Board policy. **The following section may be modified to specify the alternative dispute resolution method and timelines used within the district.**

Within three business days after receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation **to resolve the complaint**. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

AR 1312.3(i)

UNIFORM COMPLAINT PROCEDURES (continued)

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination**,** ~~(such as discriminatory~~ harassment, intimidation, or bullying~~)~~, the compliance officer shall ensure that all parties agree

to ~~make the mediator a party to~~ **permit the mediator access to all** relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with an investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Note: 5 CCR 4631, which requires the district to provide the complainant with the opportunity to present relevant information, does not provide any timeline. Thus, **the timeline specified below may be modified to reflect district practice**.

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant's representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

Note: In the investigation, the compliance officer should consider all relevant circumstances, such as how the **alleged** misconduct affected one or more students' education; the type, frequency, and duration of the misconduct; the identity, age, and sex of the individuals involved in and impacted by the conduct and the relationship between them; the number of persons engaged in the conduct and at whom the conduct was directed; the size of the school, location of the incidents, and context in which they occurred; and other incidents at the school involving different individuals.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses

with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform ~~both~~ **the** parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination, ~~(such as discriminatory~~ harassment, intimidation, or bullying~~)~~, the compliance officer shall interview the alleged victim(s), any alleged offender**(**s**)**, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

Note: 5 CCR 4631 allows the district to dismiss a complaint when the complainant refuses to provide the investigator with relevant documents or otherwise obstructs the investigation. 5 CCR 4631 also provides that, if the district refuses to provide the investigator with access to records or other documents, the investigator may issue a finding in favor of the complainant. During the FPM process, CDE staff will check to ensure that both of these statements regarding the provision of access to information are included in the district's policy or procedures, as specified below.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or ~~engagement in~~ any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. ~~Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631) In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation.~~ **Refusal by the district to provide the investigator with access to records and/or information related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or any other obstruction of the investigation** ~~Failure or refusal of the district to cooperate in the investigation~~ may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Timeline for Investigation Report

Note: Pursuant to 5 CCR 4631, the district's investigation report must be sent to the complainant within 60 calendar days of receiving the complaint. Option 1 below is for districts that do not allow complainants to appeal the compliance officer's decision to the Governing Board. Option 2 is for districts that allow appeals to the Board, and it requires the compliance officer's decision within 30 calendar days so that the Board's decision can still be given within the 60-day time limit.

Pursuant to 5 CCR 4631, only a complainant has the right to receive the investigation report and to file a complaint with the Board if dissatisfied with the compliance officer's decision. However, OCR has

recommended that the same rights be extended to a respondent to a complaint alleging unlawful discrimination to ensure the process is equitable for all involved. Furthermore, OCR recommends notifying the respondent in such a complaint whenever the complainant approves an extension of the timeline. Options 1 and 2 reflect these recommendations and may be modified to reflect district practice.

Pursuant to 5 CCR 4640, when a UCP complaint is erroneously sent to CDE without first being filed with the district, the 60-day period specified in 5 CCR 4631 begins when the district receives the complaint.

OPTION 1:

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written investigation report, as described in the section "Investigation Report" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

For any complaint alleging unlawful discrimination**,** ~~(such as discriminatory~~ harassment, intimidation, and bullying~~)~~, the respondent shall be informed of any extension of the timeline agreed to by the complainant. The respondent also shall be sent the investigation report at the same time it is provided to the complainant.

OPTION 2:

Note: The remainder of this section is for use by districts that select Option 2.

Unless extended by written agreement with the complainant, the investigation report shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Investigation Report" below. If the complainant is dissatisfied with the compliance officer's decision, the complainant may, within five business days, file the complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. When required by law, the matter shall be considered in closed session. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

(cf. 9321 - Closed Session)

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

For any complaint alleging unlawful discrimination**,** ~~(such as discriminatory~~ harassment, intimidation, and bullying~~)~~, the respondent shall be informed of any extension of the timeline agreed to by the complainant, shall

be sent the district's investigation report, and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

Investigation Report

Note: 5 CCR 4631~~, as amended by Register 2020, No. 21,~~ specif~~y~~**ies** components that ~~should~~ **are required to** be part of the district's investigation report. Inclusion of these items will help protect the district's position in case of an appeal to CDE, a complaint submitted to OCR, or if litigation is filed.

For all complaints, the district's investigation report shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered

2. A conclusion providing a clear determination for each allegation as to whether the district is in compliance with the relevant law

3. Corrective action(s) whenever the district finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600

4. Notice of the complainant's right to appeal the district's investigation report to CDE, except when the district has used the UCP to address a complaint not specified in 5 CCR 4610

5. Procedures to be followed for initiating an appeal to CDE

The investigation report may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

Note: The Family Educational Rights and Privacy Act (FERPA) (20 USC 1232g; 34 CFR 99.1-99.67) protects student privacy, including student records containing details of the actions taken in response to a UCP complaint. However, pursuant to 20 USC 1221, FERPA may not "be construed to affect the applicability of Title VI of the Civil Rights Act of 1964, Title IX of Education Amendments of 1972, Title V of the Rehabilitation Act of 1973, the Age Discrimination Act, or other statutes prohibiting discrimination, to any applicable program." In February 2015, the Family Policy Compliance Office (FPCO), now the Student Privacy Protection Office, released a letter concluding that FERPA permits a district to disclose to a student who was subjected to unlawful discrimination certain information about the sanctions imposed upon the ~~offender~~ **respondent** when the sanctions directly relate to that student. Thus, if properly remedying the impact of discrimination would require disclosing to the alleged victim certain information on how the district disciplined the ~~alleged student offender~~ **respondent** (e.g., an order that the

~~alleged offender~~ **respondent** stay away from the alleged victim), FPCO interprets FERPA as allowing the district to disclose that information.

Given the potential liability from improperly disclosing such information, districts are advised to consult with legal counsel when presented with a situation where a victim of unlawful discrimination requests information about sanctions imposed upon the ~~offender~~ **respondent**.

In consultation with district legal counsel, information about the relevant part of an investigation report may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the investigation report or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination**,** ~~(such as discriminatory~~ harassment, intimidation, and bullying~~)~~, notice of the investigation report to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

Note: Education Code 48985 requires that reports sent to parents/guardians be written in their primary language when 15 percent or more of a school's enrolled students speak a single primary language other than English. ~~During the FPM process, CDE staff will check to ensure compliance with this requirement.~~ **During the FPM process, CDE staff will check to ensure that UCP complaint procedures pertaining to CSPP health and safety issues include a statement that the district response and the investigation report must, whenever Education Code 48985 is applicable, be written in English and the primary language in which the complaint was filed; see the section "Health and Safety Complaints in License-Exempt Preschool Programs" below. The following paragraph extends this provision to all types of complaints to ensure compliance with Education Code 48985. In addition, b~~B~~**ased on Title VI of the Civil Rights Act of 1964, OCR requires districts to ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

If the complaint involves a limited-English-proficient student or parent/guardian ~~and the student involved is enrolled in a school at which 15 percent or more of the students speak a single primary language other than English~~, then the **district's response, if requested by the complainant, and the** investigation report shall ~~also be translated into that language, pursuant to Education Code 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency~~ **be written in English and the primary language in which the complaint was filed**.

Note: During the FPM process, CDE staff will expect to see a statement detailing a complainant's right to pursue civil law remedies (i.e., action in a court of law) in addition to or in conjunction with the right to pursue administrative remedies from CDE.

For complaints alleging unlawful discrimination**,** ~~based on state law~~ ~~(such as discriminatory~~ harassment, intimidation, and bullying~~)~~ based on state law, the investigation report shall also include a notice to the complainant that:

1. The complainant may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)

2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)

3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

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

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

(cf. 5137 - Positive School Climate)

For complaints involving retaliation or unlawful discrimination, ~~(such as discriminatory~~ harassment, intimidation, or bullying~~)~~, appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling

(cf. 6164.2 - Guidance/Counseling Services)

2. Academic support

3. Health services

4. Assignment of an escort to allow the victim to move safely about campus

5. Information regarding available resources and how to report similar incidents or retaliation

6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim

7. Restorative justice

8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

For complaints ~~involving~~ **of** retaliation or unlawful discrimination**,** ~~(such as discriminatory~~ harassment, intimidation, or bullying~~)~~ **involving a student as the respondent**, appropriate corrective actions that ~~focus on~~ ~~a student offender~~ **may be provided to the student** ~~may~~ include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law

2. Parent/guardian conference

3. Education regarding the impact of the conduct on others

4. Positive behavior support

5. Referral to a student success team

(cf. 6164.5 - Student Success Teams)

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

(cf. 6145 - Extracurricular and Cocurricular Activities)

7. Disciplinary action, such as suspension or expulsion, as permitted by law

(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

When an employee is found to have committed retaliation or unlawful discrimination**,** ~~(such as discriminatory~~ harassment, intimidation, or bullying~~)~~, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination**,** ~~(such as discriminatory~~ harassment, intimidation, or bullying~~)~~, that the district does not tolerate it, and how to report and respond to it.

UNIFORM COMPLAINT PROCEDURES (continued)

Note: Generally, when a complaint is found to have merit, an appropriate remedy is provided to the complainant or other affected person. However, in certain instances, the law may require a remedy to be provided to all affected persons, not just the complainant or

subject of the complaint. For example, pursuant to Education Code 49013 and 5 CCR 4600, if the district, or CDE on appeal, finds merit in the complaint alleging noncompliance with the law regarding student fees and charges, the district is required to provide a remedy to all affected students and parents/guardians, as specified below. The same requirement applies to allegations of noncompliance with the LCAP requirements pursuant to Education Code 52075, ~~noncompliance with~~ required instructional minutes for physical education pursuant to Education Code 51222 and 51223**, and course periods without educational content pursuant to Education Code 51228.3**. Districts that do not maintain elementary schools should delete the reference to physical education below.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

However, if a complaint alleging noncompliance with the law~~s~~ regarding student fees, deposits, and other charges, physical education instructional minutes, courses without educational content, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51222, 51223, **51228.3,** 52075)

For complaints alleging noncompliance with the law~~s~~ regarding student fees, the district, by engaging in reasonable efforts, shall attempt in good faith~~, by engaging in reasonable efforts,~~ to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

~~Note: 5 CCR 4632-4633 provide that complainants may appeal to CDE if they disagree with the district's decision on any matter within the scope of the UCP, as provided below. As amended by Register 2020, No. 21, 5 CCR 4632 changes the timeline for filing an appeal to CDE from 15 calendar days to 30 calendar days.~~

Any complainant who is dissatisfied with the district's investigation report on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 30 calendar days of receiving the district's investigation report. (5 CCR 4632)

~~Note: 5 CCR 4632, as amended by Register 2020, No. 21, expands the bases upon which an appeal may be filed with CDE.~~

The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's investigation report for that complaint. The complainant shall specify and explain the basis for the appeal, including ~~as~~ **at** least one of the following: (5 CCR 4632)

UNIFORM COMPLAINT PROCEDURES (continued)

1. The district failed to follow its complaint procedures.

2. Relative to the allegations of the complaint, the district's investigation report lacks material findings of fact necessary to reach a conclusion of law.

3. The material findings of fact in the district's investigation report are not supported by substantial evidence.

4. The legal conclusion in the district's investigation report is inconsistent with the law.

5. In a case in which the district found noncompliance, the corrective actions fail to provide a proper remedy.

Note: 5 CCR 4633~~, as amended by Register 2020, No. 21,~~ requires the district to submit the following documents to CDE within 10 days after the district has been notified that an appeal has been filed. The district's failure to provide a timely and complete response may result in CDE ruling on the appeal without considering information from the district.

Upon notification by CDE that the district's investigation report has been appealed, the Superintendent or designee shall forward the following documents to CDE within 10 days of the date of notification: (5 CCR 4633)

1. A copy of the original complaint

2. A copy of the district's investigation report

3. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator

4. A report of any action taken to resolve the complaint

5. A copy of the district's UCP

6. Other relevant information requested by CDE

~~Note: Pursuant to 5 CCR 4632, as amended by Register 2020, No. 21, if CDE determines that the district's investigation report failed to address an allegation raised by the complaint and subject to the UCP process, CDE will notify the district and direct the district to investigate and address such allegation(s) as follows.~~

If notified by CDE that the district's investigation report failed to address allegation(s) raised by the complaint, the district shall, within 20 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not

addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report. (5 CCR 4632)

Note: Pursuant to 5 CCR 4633, CDE is required to issue a written decision regarding the appeal within 60 days of CDE's receipt of the appeal, unless extended by written agreement with the appellant or documentation by CDE of exceptional circumstances. Within 30 days of the appeal decision, either party may request reconsideration by the Superintendent of Public Instruction or designee.

Pursuant to 5 CCR 4650, CDE may directly intervene in a complaint without waiting for action by the district when certain conditions exist, including the following: (1) the complaint alleges failure to comply with the UCP, including failure to follow the required timelines and failure to implement the final investigation report; (2) the complainant requires anonymity due to the possibility of retaliation and would suffer immediate and irreparable harm if a complaint was filed and the complainant was named; or (3) the complainant would suffer immediate and irreparable harm as a result of an application of a districtwide policy that is in conflict with state or federal law and that filing a complaint would be futile.

Health and Safety Complaints in License-Exempt Preschool Programs

Note: The following section is for use by districts that operate any license-exempt CSPP program. Education Code 8235.5 **mandates** districts to adopt policies and procedures for resolving complaints regarding specified health and safety issues in a license-exempt CSPP program. Pursuant to Education Code 8235.5, the district must use the UCP, with modifications as necessary, to resolve such complaints. Pursuant to 5 CCR 4610, ~~as amended by Register 2020, No. 21,~~ such complaints must be addressed through the procedures described in 5 CCR 4690-4694.

See the accompanying exhibits for a sample classroom notice and complaint form.

Any complaint regarding health or safety issues in a license-exempt CSPP program shall be addressed through the procedures described in 5 CCR 4690-4694.

~~In each license-exempt CSPP classroom,~~ **In order to identify appropriate subjects of CSPP health and safety issues pursuant to Health and Safety Code 1596.7925,** a notice shall be posted in each license-exempt CSPP classroom in the district notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to obtain a form to file any complaint alleging noncompliance with those requirements. **For this purpose, the Superintendent or designee may download and post a notice available from the CDE web site**. (Education Code 8235.5; 5 CCR ~~4690~~ **4691**)

The district's annual UCP notification distributed pursuant to 5 CCR 4622 shall clearly indicate which of its CSPP programs are operating as exempt from licensing and which CSPP programs are operating pursuant to requirements under Title 22 of the Code of Regulations. (5 CCR 4691)

Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall

specify the location for filing the complaint**,** ~~and shall~~ contain a space to indicate whether the complainant desires a response to the complaint**, and allow a complainant to add as much text as desired to explain the complaint.** (Education Code 8235.5; 5 CCR 4690)

If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. **The preschool administrator or the Superintendent or designee shall make all reasonable efforts to investigate any complaint within their authority. (Education Code 8235.5; 5 CCR 4692)**

Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code 8235.5; 5 CCR 4692)

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall, within 45 working days of the initial filing of the complaint, report the resolution of the complaint to the complainant and CDE's assigned field consultant. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 8235.5; 5 CCR 4692)

Note: Education Code 48985 requires that reports sent to parents/guardians be written in their primary language when 15 percent or more of a school's enrolled students speak a single primary language other than English. During the FPM process, CDE staff will check to ensure compliance with this requirement. Based on Title VI of the Civil Rights Act of 1964, OCR requires districts to ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

If a complaint regarding health or safety issues in a license-exempt CSPP program involves a limited-English-proficient student or parent/guardian, then the district's response, if requested by the complainant, and the investigation report shall be written in English and the primary language in which the complaint was filed.

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled meeting and, within 30 days of the date of the written report, may file a written appeal of the district's decision to the Superintendent of Public Instruction in accordance with 5 CCR 4632. (Education Code 8235.5; 5 CCR 4693, 4694)

UNIFORM COMPLAINT PROCEDURES (continued)

All complaints and responses are public records. (5 CCR 4690)

(cf. 1340 - Access to District Records)

On a quarterly basis, the Superintendent or designee shall report summarized data on the nature and resolution of all CSPP health and safety complaints, including the number of complaints by general subject area with the number of resolved and unresolved complaints, to the Board at a regularly scheduled Board meeting and to the County Superintendent of Schools. (5 CCR 4693)

(5/20 12/20) 6/21

Policy Reference UPDATE Service
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Regulation 1312.3: Uniform Complaint Procedures **Status:** ADOPTED

Original Adopted Date: 06/13/2019 **| Last Revised Date:** 03/11/2021 **| Last Reviewed Date:** 03/11/2021

Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

Compliance Officers

The district designates the individual(s), position(s), or unit(s) identified below as responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment responsible for handling complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and in AR 5145.7 - Sexual Harassment for handling complaints regarding sexual harassment. The compliance officer(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

(cf. 5145.3 — Nondiscrimination/Harassment)
(cf. 5145.7 — Sexual Harassment)
(cf. 5145.71 — Title IX Sexual Harassment Complaint Procedures)

_____
(title or position)
_____
(unit or office)
_____
(address)
_____
(telephone number)
_____
(email)

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, if applicable, if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

In addition, the Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

The notice shall include:

1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group, and a list of all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy

2. The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such persons will be knowledgeable about the laws and programs that they are assigned to investigate

3. A statement that a UCP complaint must be filed no later than one year from the date the alleged violation occurred

4. A statement that, in the case of a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, a UCP complaint must be filed no later than six months from the date of the alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct

5. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities

6. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint

7. A statement that the district will post a standardized notice of the educational rights of foster youth, homeless students, former juvenile court school students now enrolled in the district, children of military families, migrant students, and immigrant students enrolled in a newcomer program, as specified in Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process

8. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant

9. A statement that the complainant has a right to appeal the district's investigation report to CDE for programs within the scope of the UCP by filing a written appeal, including a copy of the original complaint and the district's decision, within 15 days of receiving the district's decision

10. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable

11. A statement that copies of the district's UCP are available free of charge

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district-supported social media, if available.

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

Filing of Complaints

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy may be filed by any individual, public agency, or organization. (5 CCR 4630)

2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee.

3. A UCP complaint shall be filed no later than one year from the date the alleged violation occurred. For complaints related to the LCAP, the date of the alleged violation is the date when the County Superintendent of Schools approves the LCAP that was adopted by the Board. (5 CCR 4630)

4. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. The complaint shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)

5. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

6. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

Within three business days after receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an

allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to make the mediator a party to relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with an investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant's representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform both parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Timeline for Investigation Report

OPTION 1:

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the

complainant a written investigation report, as described in the section "Investigation Report" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

For any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant. The respondent also shall be sent the investigation report at the same time it is provided to the complainant.

OPTION 2:

Unless extended by written agreement with the complainant, the investigation report shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Investigation Report" below. If the complainant is dissatisfied with the compliance officer's decision, the complainant may, within five business days, file the complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. When required by law, the matter shall be considered in closed session. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

For any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant, shall be sent the district's investigation report, and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

Investigation Report

For all complaints, the district's investigation report shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered

2. A conclusion providing a clear determination for each allegation as to whether the district is in compliance with the relevant law

3. Corrective action(s) whenever the district finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600

4. Notice of the complainant's right to appeal the district's investigation report to CDE, except when the district has used the UCP to address a complaint not specified in 5 CCR 4610

5. Procedures to be followed for initiating an appeal to CDE

The investigation report may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

In consultation with district legal counsel, information about the relevant part of an investigation report may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the investigation report or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the investigation report to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved is enrolled in a school at which 15 percent or more of the students speak a single primary language other than English, then the investigation report shall also be translated into that language pursuant to Education Code 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the investigation report shall also include a notice to the complainant that:

1. The complainant may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)

2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)

3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling

2. Academic support

3. Health services

4. Assignment of an escort to allow the victim to move safely about campus

5. Information regarding available resources and how to report similar incidents or retaliation

6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim

7. Restorative justice

8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law

2. Parent/guardian conference

3. Education regarding the impact of the conduct on others

4. Positive behavior support

5. Referral to a student success team

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

7. Disciplinary action, such as suspension or expulsion, as permitted by law

When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

However, if a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes, courses without educational content, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51222, 51223, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's investigation report on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 30 calendar days of receiving the district's investigation report. (5 CCR 4632)

The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's investigation report for that complaint. The complainant shall specify and explain the basis for the appeal, including as least one of the following: (5 CCR 4632)

1. The district failed to follow its complaint procedures.

2. Relative to the allegations of the complaint, the district's investigation report lacks material findings of fact necessary to reach a conclusion of law.

3. The material findings of fact in the district's investigation report are not supported by substantial evidence.

4. The legal conclusion in the district's investigation report is inconsistent with the law.

5. In a case in which the district found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by CDE that the district's investigation report has been appealed, the Superintendent or designee shall forward the following documents to CDE within 10 days of the date of notification: (5 CCR 4633)

1. A copy of the original complaint

2. A copy of the district's investigation report

3. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by

the parties and gathered by the investigator

4. A report of any action taken to resolve the complaint
5. A copy of the district's UCP
6. Other relevant information requested by CDE

If notified by CDE that the district's investigation report failed to address allegation(s) raised by the complaint, the district shall, within 20 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report. (5 CCR 4632)

Health and Safety Complaints in License-Exempt Preschool Programs

Any complaint regarding health or safety issues in a license-exempt CSPP program shall be addressed through the procedures described in 5 CCR 4690-4694.

In each license-exempt CSPP classroom, a notice shall be posted notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to obtain a form to file any complaint alleging noncompliance with those requirements. (Education Code 8235.5; 5 CCR 4690)

The district's annual UCP notification distributed pursuant to 5 CCR 4622 shall clearly indicate which of its CSPP programs are operating as exempt from licensing and which CSPP programs are operating pursuant to requirements under Title 22 of the Code of Regulations. (5 CCR 4691)

Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint and shall contain a space to indicate whether the complainant desires a response to the complaint. If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. (Education Code 8235.5; 5 CCR 4690)

Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code 8235.5; 5 CCR 4692)

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall, within 45 working days of the initial filing of the complaint, report the resolution of the complaint to the complainant and CDE's assigned field consultant. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 8235.5; 5 CCR 4692)

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled meeting and, within 30 days of the date of the written report, may file a written appeal of the district's decision to the Superintendent of Public Instruction in accordance with 5 CCR 4632. (Education Code 8235.5; 5 CCR 4693, 4694)

On a quarterly basis, the Superintendent or designee shall report summarized data on the nature and resolution of all CSPP health and safety complaints, including the number of complaints by general subject area with the number of resolved and unresolved complaints, to the Board at a regularly scheduled Board meeting and to the County Superintendent of Schools. (5 CCR 4693)

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

State References	Description
2 CCR 11023	Harassment and discrimination prevention and correction - https://simbli.eboardsolutions.com/SU/haAgKnrQhVJbslsh34hY5zslsh5Q==
5 CCR 15580-15584	Child nutrition programs complaint procedures
5 CCR 3200-3205	Special education compliance complaints
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4680-4687	Williams uniform complaint procedures
5 CCR 4690-4694	Complaints regarding health and safety issues in license-exempt preschool programs
5 CCR 4900-4965	Nondiscrimination in elementary and secondary education programs
Ed. Code 200-262.4	Educational equity; prohibition of discrimination on the basis of sex - https://simbli.eboardsolutions.com/SU/ytTLslshoozWGUAbNL6kKkgxQ==
Ed. Code 18100-18203	School libraries
Ed. Code 32221.5	Insurance for athletic team members
Ed. Code 32280-32289	School safety plans
Ed. Code 35186	Complaints concerning deficiencies in instructional materials and facilities
Ed. Code 46015	Accommodations for pregnant and parenting students; parental leave
Ed. Code 48853-48853.5	Foster youth
Ed. Code 48985	Notices in language other than English
Ed. Code 49010-49014	Student fees
Ed. Code 49060-49079	Student records
Ed. Code 49069.5	Records of foster youth
Ed. Code 49490-49590	Child nutrition programs
Ed. Code 49701	Flexibility in enrollment of children of military families
Ed. Code 51210	Areas of study
Ed. Code 51222	Physical education
Ed. Code 51223	Physical education, elementary schools
Ed. Code 51225.1-51225.2	Exemption from local graduation requirements; acceptance of coursework
Ed. Code 51226-51226.1	Career technical education
Ed. Code 51228.1-51228.3	Course periods without educational content
Ed. Code 52059.5	Statewide system of support
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52075	Complaint for lack of compliance with local control and accountability plan requirements
Ed. Code 52300-52462	Career technical education
Ed. Code 52500-52616.24	Adult schools
Ed. Code 54400-54425	Compensatory education programs
Ed. Code 54440-54445	Migrant children
Ed. Code 54460-54529	Compensatory education programs
Ed. Code 59000-59300	Special schools and centers
Ed. Code 64000-64001	Consolidated application
Ed. Code 65000-65001	School site councils
Ed. Code 8200-8498	Child care and development programs

Ed. Code 8500-8538	Adult basic education
Gov. Code 11135	Discrimination - https://simbli.eboardsolutions.com/SU/PcUFWeMcCJnzBrKAL0EtfQ==
Gov. Code 12900-12996	Fair Employment and Housing Act
H&S Code 1596.792	California Child Day Care Act; general provisions and definitions
H&S Code 1596.7925	California Child Day Care Act; health and safety regulations
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Crimes, harassment

Federal References	**Description**
20 USC 1221	Application of laws
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1681-1688	Discrimination based on sex or blindness, Title IX
20 USC 6301-6576	Title I Improving the Academic Achievement of the Disadvantaged
20 USC 6801-7014	Limited English proficient and immigrant students
28 CFR 35.107	Nondiscrimination on basis of disability; complaints
29 USC 794	Rehabilitation Act of 1973, Section 504
34 CFR 100.3	Discrimination prohibited
34 CFR 104.7	Designation of responsible employee for Section 504
34 CFR 106.1-106.82	Nondiscrimination on the basis of sex in education programs
34 CFR 106.8	Designation of responsible employee and adoption of grievance procedures
34 CFR 106.9	Dissemination of policy
34 CFR 110.25	Notification of nondiscrimination on the basis of age
34 CFR 99.1-99.67	Family Educational Rights and Privacy
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000e-17	Title VI and Title VII Civil Rights Act of 1964, as amended
42 USC 2000h-2-2000h-6	Title IX of the Civil Rights Act of 1964
42 USC 6101-6107	Age Discrimination Act of 1975

Management Resources References	**Description**
CA DOE Publication	A Blueprint for Environmental Literacy: Educating Every Student In, About, and For the Environment, 2015
California Department of Education Publication	01-05 Guidelines for Piloting Textbooks and Instructional Materials, rev. January 2015
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014
U.S. DOJ Publication	Accessibility of State and Local Government Websites to People with Disabilities, June 2003
Website	AASA The School Superintendents Association - https://simbli.eboardsolutions.com/SU/MOaF8AO8cslshSlfGc13QQoEQ==

Cross References	**Description**

0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==
0420	School Plans/Site Councils - https://simbli.eboardsolutions.com/SU/pQFMLE2xTmKnIHxqp09IZg==
0420	School Plans/Site Councils - https://simbli.eboardsolutions.com/SU/8GGUCwMWIfx8fLz6Ngpn3w==
0420.41	Charter School Oversight - https://simbli.eboardsolutions.com/SU/z6rkvP9islshqlxTJHeU6PmTA==
0420.41-E(1)	Charter School Oversight - https://simbli.eboardsolutions.com/SU/LysOPM557YPs92qbRXq8pg==
0430	Comprehensive Local Plan For Special Education - https://simbli.eboardsolutions.com/SU/76Pc2jITzGKe840o2nGKVg==
0430	Comprehensive Local Plan For Special Education - https://simbli.eboardsolutions.com/SU/O3NplusXslshFxM3Z7PVLEnBKeyQ==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/ymrUEwzwRGOLmy5dybtyiw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/yqXemeWgpAB1z0mjDmESfw==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/sZkb9Nz3OJir5gwy5HSXOA==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/JU6fL4mHayb1JLGtxvl6lw==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/SiSNfRBcgke1plusJnTsbDR8w==
1100	Communication With The Public - https://simbli.eboardsolutions.com/SU/1B5V1awYkIj0NjM4JzKPxw==
1113	District And School Web Sites - https://simbli.eboardsolutions.com/SU/ODMDFmaqATGsLixNUqGgYg==
1113	District And School Web Sites - https://simbli.eboardsolutions.com/SU/92wfmcN541FlED53K1C2Uw==
1113-E(1)	District And School Web Sites - https://simbli.eboardsolutions.com/SU/w7nYKjqtVfwCcpawAntpluspg==
1114	District-Sponsored Social Media - https://simbli.eboardsolutions.com/SU/slshwh0ycRLRlgLo9OqHVCw0g==
1114	District-Sponsored Social Media - https://simbli.eboardsolutions.com/SU/MKhwBGMweE1slshNFFV07El6A==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/X2Wc65TvtAplyjbDavhR6A==
1220	Citizen Advisory Committees - https://simbli.eboardsolutions.com/SU/d8oBxDCOHPlpmLjio2ptoA==
1250	Visitors/Outsiders - https://simbli.eboardsolutions.com/SU/lUhL9TtJxlH7YZdpa5UJHg==
1250	Visitors/Outsiders - https://simbli.eboardsolutions.com/SU/KqtAfhnyYmNOMmUFSbWaJg==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/md8slshPOqbUWsBaJbY15B4plusQ==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/jIslshWyG1myr3r3LT6ybplus88A==
1312.2	Complaints Concerning Instructional Materials - https://simbli.eboardsolutions.com/SU/6YK5NnnN8ixS9KaVUY9VtA==

1312.2	Complaints Concerning Instructional Materials - https://simbli.eboardsolutions.com/SU/RJT1ZA7mYf5cFplusxhlsOFHw==
1312.2-E(1)	Complaints Concerning Instructional Materials - https://simbli.eboardsolutions.com/SU/fwwslshKKNNJQPHBSr8eBRx3g==
1312.4	Williams Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/MCKjHVO2p2QoJIAvmPplusi7w==
1312.4-E(1)	Williams Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/BOLiBEOnqWtridjdcLu7mw==
1312.4-E(2)	Williams Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/mc8TAySPJIIM6slshnaHBT34w==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/GfUJ9DGdIfWd1d1YKcqBTg==
3580	District Records - https://simbli.eboardsolutions.com/SU/slGJYA28YslshNTQCMslshGcplusm0g==
3580	District Records - https://simbli.eboardsolutions.com/SU/BEy9zuPlfTW5TQjPpTt55Q==
4030	Nondiscrimination In Employment - https://simbli.eboardsolutions.com/SU/0K9SXG925gTiNj2pRtMpXQ==
4030	Nondiscrimination In Employment - https://simbli.eboardsolutions.com/SU/slshVbQa5lcplus7jCyplusN0vaOJnw==
4112.23	Special Education Staff - https://simbli.eboardsolutions.com/SU/gmZgmCslshLxxBI7mz2rvcd7A==
4112.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/8BF4XXtThplusHyMYDG4JT3fw==
4112.9-E(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/URm8f8Y9UWWByR30slshlaKDw==
4112.9-E(3)	Employee Notifications - https://simbli.eboardsolutions.com/SU/rqSp7LsvGwgeRBuO3CjudA==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/qmnHWuTOi4LdqkVTctFFPg==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/Xw5XXPOawh8lPBMM8ong8A==
4119.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/1jk3fDsyIO0I02lfaKzSog==
4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/fkKpWrGocWplusjGcWuQNrIjg==
4119.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/JUkbiRF0xDtplus8un1Rky4Dg==
4119.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/loKsqVRTwKEYctzGA4g2slshw==
4212.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/Whi8UKXYLR1N5t2qid1APg==
4212.9-E(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/bKgNwdQAUULSpluscGFRsLmXQ==
4212.9-E(2)	Employee Notifications - https://simbli.eboardsolutions.com/SU/zMD6tbaIzFplus6SLtFFoB3Hg==
4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/k8nuiD3Tt4tRNVM02yUplus4Q==

4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/GUSwT3xmpPplusYjslshd8ehBu0A==
4219.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/sKzorV0UqoiEyvpTpelm8Q==
4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/zNQhELplusR4nnskmkoZICMCw==
4219.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/N6plushya8pXbPlOQwpV2uOwQ==
4219.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/VKlylb8yQYv7slsh2ZhEh1qmg==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
4244	Complaints - https://simbli.eboardsolutions.com/SU/slshDcB0sO5u0RY0tUKSZwVgw==
4244	Complaints - https://simbli.eboardsolutions.com/SU/jplusNslsh4joQ9sSAIQv1dQIFGA==
4312.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/VQbO5zeg9aWBJyfIPAVADQ==
4312.9-E(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/TN2PDxjjZhNlWdb1qB5MSA==
4312.9-E(2)	Employee Notifications - https://simbli.eboardsolutions.com/SU/nEAdd6ffJchjaUXV7FgoEw==
4319.1	Civil And Legal Rights - https://simbli.eboardsolutions.com/SU/Rj0lD7VrpCL8ewSslshLlTkZA==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/YOOZmnslshIAplusAKslshuOCt7xRVw==
4319.11	Sexual Harassment - https://simbli.eboardsolutions.com/SU/4kRFw9G7blhlmMmkifAJow==
4319.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/BRu9J71Or7e3MtrWoiwxCA==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxgZfEw==
4344	Complaints - https://simbli.eboardsolutions.com/SU/PxtLaplusuXYbWMPVfRslshPPHCw==
4344	Complaints - https://simbli.eboardsolutions.com/SU/dcSBhaXAaVezfUbqtT6bzg==
5116.1	Intradistrict Open Enrollment - https://simbli.eboardsolutions.com/SU/3q2jiVsGBAXslsh9WmsN3Ri2A==
5116.1	Intradistrict Open Enrollment - https://simbli.eboardsolutions.com/SU/x64w7bNWubnjpluscMr9yvhlA==
5117	Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/SjGkpplus4Jvmy3IFHQE2HY7g==
5117	Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/8ksIbpS7OxQBTiX2Y03LGA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/FMMhDMxyEMsiZAVEslshLqbFg==
5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/lTUqIeslshUZvmhzwogt8P3Ww==

5131.62	Tobacco - https://simbli.eboardsolutions.com/SU/HVJ3whplusWmIRf3r0CZdyxmQ==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/AvfPMzgRujCuQplusRsgkkgFA==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/FCXhZSZfWM38DP1IplusInadA==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/Qx4taMY5bVFkU89Qwz7QJA==
5144	Discipline - https://simbli.eboardsolutions.com/SU/AFcRplusAycuwgNfvAG4HFOow==
5144	Discipline - https://simbli.eboardsolutions.com/SU/34M9KfGtCjCMS4JEEYCs4w==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/fGeSjWun3Qmomh2esIT8pQ==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/H9XqUCTnawzYMnWhyVIiBg==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/00NExJkgxdxvn59cG6hxslshg==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/H1TslshcOVjvTplusTFFslsh35CuG1Q==
5145.6	Parental Notifications - https://simbli.eboardsolutions.com/SU/gR6ucyZS56duPchfmGVPslshQ==
5145.6-E(1)	Parental Notifications - https://simbli.eboardsolutions.com/SU/i1IPc7H4r7uslsh0slshTWOspoew==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/l8t8YmbBtflYImdwbnRbEw==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/PKu1VD5F78ewJR2U04xZ7Q==
5145.71	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/rIPt6W67iUFeHhgQCVy0hA==
5145.71-E(1)	Title IX Sexual Harassment Complaint Procedures - https://simbli.eboardsolutions.com/SU/HKXzRslshCVeKag3slshMlk8wYCw==
5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/IZFXeQlorzyrmnW4nplussOQw==
5148	Child Care And Development - https://simbli.eboardsolutions.com/SU/k6eIyUU4mfoP2Wfyn7poeA==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/JplusjOEjaslshslshVXqOmynLczDnQ==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/dVtM4nsfrjRfZHmZPhFeqQ==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/KrnhTNsVohpiiTNiHcZ3wQ==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/LBi8syRijSulhX1CUZvmaA==
6142.1	Sexual Health And HIV/AIDS Prevention Instruction - https://simbli.eboardsolutions.com/SU/S4KAb357YlOglkdmk5wd8A==
6142.1	Sexual Health And HIV/AIDS Prevention Instruction - https://simbli.eboardsolutions.com/SU/JBsAJao0anM9hZYuqfNMbA==
6142.7	Physical Education And Activity - https://simbli.eboardsolutions.com/SU/bxdO02orcknVGTfpbSK9vw==

6142.7	Physical Education And Activity - https://simbli.eboardsolutions.com/SU/hbGCDAbQPplusslshdSybFLnA10Q==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/pmsd7bmpISu6Rm8EpxeyPw==
6145	Extracurricular And Cocurricular Activities - https://simbli.eboardsolutions.com/SU/plusgYNOM1LVUk8aYpddRKtGg==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/0rtplusMzx8L8UZ1Qslsht9ctTsA==
6145.2	Athletic Competition - https://simbli.eboardsolutions.com/SU/AjyYJSIWIe0X1X9aYsrxDA==
6152	Class Assignment - https://simbli.eboardsolutions.com/SU/yplusZi8hUyqslshMRsRage6je8A==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/bK5tZtFKr9Bu9YGjy15vUg==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/72afLR1iFxwZ4UvyhY0uLg==
6159.1	Procedural Safeguards And Complaints For Special Education - https://simbli.eboardsolutions.com/SU/m8kR6OqcnpKBslshBUOCscN6Q==
6159.1	Procedural Safeguards And Complaints For Special Education - https://simbli.eboardsolutions.com/SU/c3m96PV0v0n1mPST6vUNcA==
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education - https://simbli.eboardsolutions.com/SU/CRudpuI9UFSZJWywEZtpBQ==
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education - https://simbli.eboardsolutions.com/SU/V7yUlsFdFwQSslshgLslsho7wzdg==
6159.3	Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/w5y5I2RKRITTWgEGr7c4pA==
6159.3	Appointment Of Surrogate Parent For Special Education Students - https://simbli.eboardsolutions.com/SU/OAsg62CoShZYMnQmfACXslshA==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/wzqrsLauMml0HaS3KbAOvw==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/QHDpSMCHSespeplusRxXmaYRQ==
6171	Title I Programs - https://simbli.eboardsolutions.com/SU/51m08UmlQniwwDyARGs5pQ==
6171	Title I Programs - https://simbli.eboardsolutions.com/SU/AVwmTG7ryxplusslshszPKmIdwAg==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/IVcgV8LFJGcLwSSTdcH0QQ==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/BQB6fI6pkMvkq2weUoS3AA==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/bK2RpukVayuIy7msl23xyw==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/tcrV8LYA4O73m8rLxwSinw==
6173.3	Education For Juvenile Court School Students - https://simbli.eboardsolutions.com/SU/KhyYZOplus0AslshTH8EJqpsJZgg==
6175	Migrant Education Program - https://simbli.eboardsolutions.com/SU/TuslshPMGHi6O2DoJzSkkL5uw==
6175	Migrant Education Program - https://simbli.eboardsolutions.com/SU/5plussi8eIBplusplusRvrBTViayIlA==

9000	Role Of The Board - https://simbli.eboardsolutions.com/SU/BQGNxKewahWVQiPdXWOODA==
9011	Disclosure Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/ciplusM9jHmN8A9EYsTDyBc4Q==
9012	Board Member Electronic Communications - https://simbli.eboardsolutions.com/SU/zBDaaRxMplus3plusaFBvIgwdRslshg==
9124	Attorney - https://simbli.eboardsolutions.com/SU/1mm2Pwan3g2owCVSgTEStA==
9200	Limits Of Board Member Authority - https://simbli.eboardsolutions.com/SU/MUANAHffhFXRiSlbxt8hmw==
9321	Closed Session - https://simbli.eboardsolutions.com/SU/QfknlZ1iziDTUxplussARKweQ==
9321-E(1)	Closed Session - Board Meeting Agenda Descriptions for Closed Session Items - https://simbli.eboardsolutions.com/SU/yzFfpIKv29py7c0GU7E5Hw==
9321-E(2)	Closed Session - Reports of Closed Session Actions - https://simbli.eboardsolutions.com/SU/slshQyLOCsux502vo1sZybqOg==
9322	Agenda/Meeting Materials - https://simbli.eboardsolutions.com/SU/0qG9032BG0Bpytl8PjDd5w==

SYSD Current Board Policy with added CSBA Sample Language

Board Policy

Community Relations BP 1313(a)

CIVILITY

The Governing Board recognizes the impact that civility has on the effective operation of the district, including its role in creating a safe and positive school climate for students and adults and enabling a focus on student well-being, learning, and achievement. The Board believes that each person should be treated with dignity and respect in their interactions within the school community and take pride in their school, its achievements, and its environment.

(cf. 0415 - Equity)
(cf. 5137 - Positive School Climate)

~~It is the intent of the Board of Education to provide an orderly and safe learning environment in which students and adults feel comfortable, share the responsibility for maintaining a positive school climate, and take pride in their school, its achievements, and its environment.~~

This policy promotes mutual respect, civility, and orderly conduct among members of the school community including all employees, board members, contractors, parents/guardians, students, and the public at all schools, district facilities, and at extracurricular events. This policy is not intended to deprive any person of his/her right to freedom of expression that is protected from government restriction on school grounds and district facilities/activities. Uncivil conduct does not include the expression of controversial or differing viewpoints.

Uncivil or harassing conduct by any member of the San Ysidro School District community for whatever motive is harmful to the educational environment desired by the District and therefore will not be permitted by the District.

In addition, pursuant to Government Code 54954.3 and the court's decision in Baca v. Moreno Valley Unified School District, the Governing Board must not prohibit public criticism of district policies, procedures, programs, services, acts, omissions, or employees, even if the speech is clearly defamatory. See BB 9323 - Meeting Conduct. Pursuant to Government Code 54957.9 and the court's decisions in Norse v. City of Santa Cruz and City of San Jose v. Garbett, the Board is authorized to remove persons who willfully disrupt or disturb a meeting, provided that the action actually interferes with the proceedings of the meeting or poses a credible threat of violence that would place reasonable persons in fear for their safety or the safety of others.

Compared to community members, districts have greater authority to regulate the speech of district employees when they are acting in the scope of their employment with the district. Furthermore, court decisions have found that the First Amendment rights of public school students in the school setting are not necessarily the same as the rights of adults in other settings and must be applied in light of the special circumstances of the school environment. In Hazelwood School District v. Kuhlmeier, the U.S. Supreme Court ruled that when a school has not, by policy or practice, opened up a school-sponsored activity for unrestricted use by students, the

school may limit student expression as long as its decision is reasonably related to "legitimate pedagogical concerns." See BP/AR 5145.2 - Freedom of Speech/Expression.

Districts should consult legal counsel before placing restrictions on employee, student, or community member speech/expression in an effort to maintain civility.

The Board understands that the First Amendment provides strong protection for speech. However, the Board expects that all speech and expression will comport with norms of civil behavior on district grounds, in district facilities, during district activities or events, and in the use of district electronic/digital systems and platforms.

(cf. 5145.2 - Freedom of Speech/Expression)
(cf. 9323 - Meeting Conduct)

Civil behavior is polite, courteous, and reasonable behavior which is respectful to others and includes integrity, honesty, acceptance, timeliness, dependability, observance of laws and rules, and effective communication.

The Board and district staff shall model civil behavior as an example of behavior that is expected throughout the district. Practices that promote civil behavior include actively listening, giving full attention to the speaker, and refraining from interruptions; welcoming and encouraging participation, input, and feedback through stakeholder engagement; promptly responding to concerns; and embracing varying and diverse viewpoints. Such practices may be incorporated into governance standards adopted by the Board or Superintendent and/or professional standards or codes of conduct for employees as specified in district policies and regulations.

(cf. 2111 - Superintendent Governance Standards)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 9005 - Governance Standards)

Students, staff, parents/guardians, and community members should be educated in the recognition, development, and demonstration of civil behavior. The Superintendent or designee may incorporate related concepts in the curriculum, provide staff development activities, and/or communicate this policy to the school community.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development
(cf. 4331 - Staff Development)

Students, staff, parents/guardians, and community members shall not communicate or behave in a manner that causes disruption; hinders the orderly conduct of district operations, the educational program, or any other district program or activity; or creates an unsafe learning or working environment. The Superintendent or designee may respond to disruptive, violent, or threatening behavior in accordance with law and as specified in BP/AR 3515.2 - Disruptions.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 1250 - Visitors/Outsiders)
(cf. 3515.2 - Disruptions)
(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 3515.7 - Firearms on School Grounds)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3516.2 - Bomb Threats)
(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)
(cf. 4158/4258/4358 - Employee Security)
(cf. 5131.4 - Student Disturbances)
(cf. 5131.5 - Vandalism and Graffiti)
(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5138 - Conflict Resolution/Peer Mediation)

Behavior by students or staff that is discriminatory, harassing, or intimidating, including sexual harassment, bullying, and/or hate violence, or behavior that is in any other way unlawful, is prohibited and is subject to discipline in accordance with law and as specified in district policy and regulations.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)
(cf. 5145.9 - Hate-Motivated Behavior)

The basic purpose of this policy is three-fold:

1. To promote a work and learning environment that is safe, productive, and nurturing for all staff and students, and to encourage the free flow of ideas without fear or intimidation
2. To provide our students with appropriate models for respectful problem-solving and conflict resolution
3. To reduce the potential triggers for violent conduct, such as fear, anger, frustration, and alienation, especially by making problem-solving procedures and alternatives to violence readily accessible to both students and adults

For the purpose of this policy, uncivil or harassing conduct includes the following:

1. Directing vulgar, obscene, threatening, or profane gestures or verbal and/or written communications at another person
2. Taunting, jeering, inciting others to taunt or jeer at a person
3. Yelling at another person during a meeting or conference
4. Repeatedly interrupting another person who is speaking at an appropriate time and place
5. Imposing personal demands at times or in settings where they conflict with another's assigned duties, supervision responsibilities, and established practices
6. Using racial/ethnic, religious, religion, gender, color, sexual, sexuality, or disability epithets\
7. Gesturing in a manner that would put a reasonable person in fear for his/her personal safety
8. Invading the personal space of a person after being directed to move away
9. Physically blocking a person's entrance to or exit from a room or location

10. Remaining in a classroom or school area after a teacher or administrator in authority has directed one to leave
11. Belligerent, personal, demeaning, intimidating, slanderous, threatening, abusive, or disparaging behavior which is likely to interfere with the peaceful conduct of the activities of the campus or facility

Persons who perceive they have been subjected to uncivil conduct will be urged to resolve their concerns through simple, direct, or assisted communication with the person(s) at the source of the concern. When this is not possible or appropriate, any person who needs help identifying and/or using appropriate problem-solving procedures may seek assistance from the appropriate school administrator. Persons are encouraged to work on issues of concern promptly, and preferably, no later than ten business days after an incident has occurred. No retaliation will be permitted against persons for working in good faith under this policy and its related administrative regulations to resolve concerns.

This policy seeks to promote a school and workplace culture of respect and civility. Severe or persistent acts of uncivil conduct may, however, violate other school rules, such as the district's policies against harassment and sexual harassment or specific conduct codes. Violation of such policies may result in discipline, removal from district facilities and events, adverse employment action, loss of volunteer status, or criminal charges as applicable. Nothing in this policy is intended to interfere with the ability of school officials to maintain order and discipline in the schools or to enforce school rules and applicable laws.

Legal Reference:

EDUCATION CODE
200-262.4 Educational equity
32210 Willful disturbance of public school or meeting
32211 Threatened disruption or interference with classes
32212 Classroom interruptions
32280-32289.5 School safety plans
35181 Governing board authority to set policy on responsibilities of students
35291-35291.5 Rules
44050 Employee code of conduct; interaction with students
44807 Teachers' duty concerning conduct of students
44810 Willful interference with classroom conduct
44811 Disruption of classwork or extracurricular activities
48900-48926 Suspension and expulsion, especially:
48907 Exercise of free expression; rules and regulations
48950 Speech and other communication
49330-49335 Injurious objects
CIVIL CODE
51.7 Freedom from violence or intimidation
GOVERNMENT CODE
54954.3 Opportunity for public to address legislative body; regulations
54957.9 Disorderly conduct of general public during meeting; clearing of room

Legal Reference continued: (see next page)

Legal Reference: (continued)

PENAL CODE
243.5 Assault or battery on school property
415.5 Disturbance of peace of school
422.55 Definition of hate crime
422.6 Civil rights; crimes
626-626.11 School crimes
627-627.10 Access to school premises
653b Loitering about schools or public places
653.2 Electronic communication devices; threats to safety
CALIFORNIA CONSTITUTION
Article 1, Section 2 Freedom of speech and expression
Article 1, Section 28 Right to safe schools
U.S. CONSTITUTION
Amendment 1, Freedom of speech and expression
COURT DECISIONS
City of San Jose v. Garbett (2010) 190 Cal.App.4th 526
Norse v. City of Santa Cruz (9th Cir. 2010) 629 F.3d 966
Baca v. Moreno Valley Unified School District (1996) 936 F.Supp. 719
Hazelwood School District v. Kuhlmeier (1988) 484 U.S. 260

Management Resources:

CSBA PUBLICATIONS
Superintendent Governance Standards
Professional Governance Standards for School Boards, June 2019
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
California's Social and Emotional Learning: Guiding Principles, 2018
Social and Emotional Learning in California: A Guide to Resources, October 2018
COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS
California Professional Standards for Education Leaders (CPSEL), February 2014
NATIONAL POLICY BOARD FOR EDUCATIONAL ADMINISTRATION
Professional Standards for Educational Leaders, October 2015
WEB SITES
CSBA: https://www.csba.org
California Department of Education: https://www.cde.ca.gov
California Office of the Attorney General: https://oag.ca.gov
Center for Safe and Responsible Internet Use: https://www.ewa.org/organization/center-safe-and-responsible-internet-use
Commission on Teacher Credentialing: https://www.ctc.ca.gov
National Council for the Social Studies Connected: https://connected.socialstudies.org
National Policy Board for Educational Administration: https://www.npbea.org
National School Safety Center: http://www.schoolsafety.us
U.S. Department of Education: https://www.ed.gov
U.S Equal Employment Opportunity Commission: https://www.eeoc.gov

6/21

Policy Reference UPDATE Service
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Policy 1313: Civility

Status: ADOPTED

Original Adopted Date: 06/13/2019 **| Last Reviewed Date:** 06/13/2019

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
Human Resources
Glenn Heath, Sub Executive Director

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS AND EXHIBITS - 4000 SERIES

BACKGROUND INFORMATION:

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

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

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

- Revised BP/AR 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus
- Drivers
- Revised BP 4141/4241 - Collective Bargaining Agreement
- Revised BP/AR 4158/4258/4358 - Employee Security.

RECOMMENDATION:
Approve the First Reading and Adoption of Revised Board Policies and Administrative Regulations - 4000 series: Revised BP/AR 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers, Revised BP 4141/4241 - Collective Bargaining Agreement and Revised BP/AR 4158/4258/4358 - Employee Security.

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

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

4000 SERIES

Board Policy 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers

Policy updated to clarify the obligation of drivers to submit to drug and alcohol testing as required under federal law. Section on "Consequences Based on Test Results" updated to (1) add the agency responsible for reviewing and approving district requests to temporarily remove a driver from safety-sensitive functions before drug test results are verified by a certified medical review officer and (2) describe consequences that will be imposed on drivers based on findings of specific concentrations of alcohol. Policy also clarifies the requirement to ensure that a driver who is offered an opportunity to return to work following a violation first receive an evaluation by a qualified substance abuse professional and successfully comply with the evaluation recommendations.

Administrative Regulation 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers

Regulation updated to clarify that marijuana remains an illegal drug under the federal Controlled Substances Act and use of it by a driver remains a violation of federal drug testing regulations. Definition of "alcohol concentration" revised to delete information regarding consequences for drivers based on specific alcohol concentrations, now addressed in the BP. Regulation also expands the responsibilities of the designated employer representative pursuant to federal regulations, clarifies requirements pertaining to pre-employment testing including the requirement to conduct a pre-employment query using the Commercial Driver's License Drug and Alcohol Clearinghouse, and reflects additional requirements related to post-accident testing. New section reflects federal regulations which require districts to report any violation of federal drug and alcohol regulations to the Clearinghouse and conduct inquiries of the Clearinghouse's online database for all drivers employed by the district on an annual basis and before hiring any driver.

Board Policy 4141/4241 - Collective Bargaining Agreement

Revised policy reflects court decision holding that a provision in a collective bargaining agreement that directly conflicts with the Education Code cannot be enforced. Policy also adds language clarifying that, whenever a law conflicts with a provision in the collective bargaining agreement, the law will prevail.

Board Policy 4158/4258/4358 - Employee Security

Policy updated to reflect law authorizing a district to petition, on behalf of an employee, for a gun violence restraining order prohibiting a person from owning, purchasing, possessing, or receiving a firearm. Policy also reflects law requiring a district to provide reasonable accommodations, upon request, to an employee who is a victim of domestic violence, sexual assault, or stalking. Policy adds a requirement of law to inform administrators and counselors, along with teachers, regarding certain crimes and offenses committed by students.

Administrative Regulation 4158/4258/4358 - Employee Security

Regulation updated to more directly reflect law requiring a report to law enforcement of any attack, assault, or physical threat made against an employee by a student. Material in section on "Notice Regarding Student Offenses" reorganized to clarify the required notifications that must be made to staff pertaining to (1) student offenses that are grounds for suspension or expulsion and (2) any report received from a court that a student has been found to have committed a felony or misdemeanor involving specified offenses. In that section, paragraph on notifications that may be provided by a district police or security department deleted and moved into Note since its applicability is limited. New section on "Accommodations for Victims of Domestic Violence, Sexual Assault, or Stalking" reflects law requiring a district to provide reasonable accommodations, including, but not limited to, safety procedures or adjustments to a job structure, workplace facility, or work requirement, upon the request of an employee who is a victim of domestic violence, sexual assault, or stalking.

All Personnel BP 4112.42(a)
4212.42
DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS 4312.42

Note: State and federal law (Vehicle Code 34520; 49 CFR 382.101-382.605) require that any district employing school bus drivers establish a drug and alcohol testing program, with specified components, applicable to bus drivers and any other drivers of a commercial motor vehicle weighing over 26,000 pounds or designed to transport 16 or more passengers including the driver. All testing must be conducted in accordance with 49 CFR 40.1-40.413. For further information, see the web sites of the U.S. Department of Transportation (DOT) and the California Highway Patrol (CHP).

In addition, Vehicle Code 34520.3 requires **individuals employed as** drivers of **other** school transportation vehicles (i.e., vehicles that are not school buses, student activity buses, or youth buses and are used by the district for the primary purpose of transporting children), such as a van, to participate in the testing program to the same extent as required by law for school bus drivers. ~~The Legislative Counsel has issued an opinion that Vehicle Code 34520.3 applies only to employees whose primary job is transportation.~~ The district should consult legal counsel as necessary to determine applicability of this law to district employees.

The district's drug and alcohol testing program is subject to compliance inspections conducted by the CHP. It is recommended that the district review the CHP's Controlled Substances and Alcohol Testing Compliance Checklist to assess whether its program fulfills legal requirements.

The Governing Board desires to ensure that district-provided transportation is safe for students, staff, and the public. To that end, the Superintendent or designee shall establish a drug and alcohol testing program designed to prevent the operation of buses or the performance of other safety-sensitive functions by a driver who is under the influence of drugs or alcohol, including a driver of a school bus, student activity bus, or other school transportation vehicle or any other employee who holds a commercial driver's license which is necessary to perform duties related to district employment.

(cf. 3540 - Transportation)
(cf. 3542 - School Bus Drivers)
(cf. 3543 - Transportation Safety and Emergencies)
(cf. 4020 - Drug and Alcohol-Free Workplace)
(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)

A driver shall not report for duty or remain on duty when ~~he/she~~ **the driver** has used any drug listed in 21 CFR 1308.11. A driver is also prohibited from reporting for duty or remaining on duty when ~~he/she~~ **the driver** has used any drug listed in 21 CFR 1308.12-1308.15, unless ~~he/she~~ **the driver** is using the drug under the direction of a physician who has advised ~~him/her~~ **the driver** that the substance will not adversely affect the driver's ability to safely operate a bus. **(49 CFR 382.213)**

In addition, a driver shall not consume alcohol while on duty **and/or performing safety-sensitive functions**, or for four hours prior to on-duty time. (49 CFR ~~382.201-382.209, 382.213~~ **382.205, 382.207**)

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

Note: 49 USC 31306 and 49 CFR 382.301-382.311 require that certain types of tests be part of the district's drug and alcohol testing program. See the accompanying administrative regulation for requirements applicable to each test.

Pursuant to 49 CFR 382.301, the district may, but is not required to, conduct pre-employment alcohol testing. The following paragraph should be revised by districts that choose to conduct such testing.

Drivers shall submit to drug and alcohol testing as required under federal law and specified in the accompanying administrative regulation. The district's testing program for drivers shall include pre-employment drug testing and reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing of drivers. (49 USC 31306; 49 CFR 382.301-382.311)

Note: Pursuant to 49 CFR 40.11, districts are responsible for implementing the drug and alcohol testing program. They may do this using their own employees, contracting for services, or joining together in a consortium with other employers. The following **optional** paragraph provides that the district will contract for such services and may be revised by districts that use alternative methods.

The Board shall contract for testing services upon verifying that the personnel are appropriately qualified and/or certified and that testing procedures conform to federal regulations.

Except as otherwise provided by law, the Superintendent or designee shall not release individual test results or medical information about a driver to a third party without the driver's specific written consent. (49 CFR 40.321)

Consequences Based on Test Results

No driver shall be temporarily removed from the performance of safety-sensitive functions based only on a laboratory report of a confirmed positive test **for a drug or drug metabolite** before the certified medical review officer has completed verification of the test results, unless the district has obtained a waiver **from the Federal Motor Carrier Safety Administration**. (49 CFR **40.3,** 40.21, 382.107, 382.119)

Any driver **for whom the district receives a verified positive drug test result** ~~who refuses to take a required drug or alcohol test, tests positive for drugs,~~ or **who** is found to have a blood alcohol concentration ~~level~~ ~~that exceeds the levels specified in law~~ **of 0.04 or higher** shall be **immediately** removed from performing safety-sensitive functions in accordance with 49 CFR 40.23 and 382.211**. An alcohol concentration between 0.02 and 0.04 requires temporary removal of the bus driver for a 24-hour period following the test. Any driver who refuses to take a required drug or alcohol test shall not be permitted to perform or continue to perform safety-sensitive functions. (49 CFR 40.23, 382.211)**

~~Note: Pursuant to 49 CFR 40.21 and 382.119, before temporarily removing a driver from safety-sensitive functions, the district must receive verification of the test results from a licensed physician certified as a medical review officer, unless a waiver of this requirement has been obtained from the Federal Motor Carrier Safety Administration.~~

~~No driver shall be temporarily removed from the performance of safety-sensitive functions based only on a laboratory report of a confirmed positive test before the certified medical review officer has completed verification of the test results, unless the district has obtained a waiver. (49 CFR 40.21, 382.107, 382.119)~~

Not later than five days after receiving notification of the test result or refusal to comply, the Superintendent or designee shall report any refusal, failure to comply, or positive test result to the California Department of Motor Vehicles (DMV) using a form approved by the DMV. (Vehicle Code 13376)

A driver who has violated federal drug and alcohol regulations may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the district's collective bargaining agreement.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Note: Pursuant to Vehicle Code 13376, upon receiving a report of a driver's refusal, failure to comply, or positive test result, the California Department of Motor Vehicles will revoke the driver certificate or refuse to approve an initial application for a certificate. An exception exists for a driver who complies with a rehabilitation or return-to-duty program that meets the requirements of federal regulations. For purposes of retaining **a** ~~his/her~~ certificate, the driver may participate in such a program only once within a three-year period.

The following paragraph is **optional**. Pursuant to 49 CFR 40.289, the district is not required to provide education and treatment services to any driver. However, if the district offers the driver an opportunity to return to work following a violation, then it must ensure that the driver receives an evaluation by a qualified substance abuse professional and successfully complies with the evaluation recommendations. Responsibility for payment for evaluation and services is to be determined by the district and driver and may be governed by a collective bargaining agreement and health care benefits.

~~Any driver who refuses, fails to comply, or has a positive test result may be referred to an education and treatment program that meets the requirements of 49 CFR 40.281-40.313.~~ **Any driver provided with an opportunity to return to a safety-sensitive duty following a violation shall be evaluated by a qualified substance abuse professional and complete the evaluation recommendations before returning to such duty. (49 CFR 40.289)**

If the substance abuse professional recommends that **further and** ongoing services are needed to assist the driver to maintain sobriety or abstinence from drug use, the Superintendent or designee shall require the driver to participate in the recommended services as part of a return-to-duty agreement and shall monitor ~~his/her~~ **the driver's** compliance. Any drop from a rehabilitation or return-to-duty program or a subsequent positive test result shall be reported to the DMV. (Vehicle Code 13376; 49 CFR 40.285, 40.287, 40.303, 382.605)

(cf. 4159/4259/4359 - Employee Assistance Programs)
*(cf. 4161/426**1**/4361~~1~~ - Leaves)*
(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)
(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)
(cf. 4261.1 - Personal Illness/Injury Leave)

~~A driver who has violated federal drug and alcohol regulations may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the district's collective bargaining agreement.~~

~~*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*~~
~~*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*~~

Voluntary Self-Identification

Note: The following section is for use by districts that choose to establish a voluntary self-identification policy or program, pursuant to 49 CFR 382.121, which relieves drivers who admit alcohol or drug misuse from the federal requirements for referral, evaluation, and treatment contained in 49 CFR 40.281-40.313. If the district chooses to establish such a program, it is **mandated** to adopt a written policy containing the provisions specified in items #1-3 below. Pursuant to 49 CFR 382.121, the district's program may also include employee monitoring and non-DOT follow-up testing. If the district chooses to incorporate these elements, it should add them to this list.

Whenever a driver admits to alcohol or drug misuse under the district's voluntary self-identification program, the Superintendent or designee shall ensure all of the following: (49 CFR 382.121)

1. No adverse action shall be taken against the driver by the district.

2. The driver shall be allowed sufficient opportunity to seek evaluation, education, or treatment to establish control over ~~his/her~~ **the** drug or alcohol problem.

3. The driver shall be permitted to participate in safety-sensitive functions only after:

a. Successfully completing an education or treatment program, as determined by a drug and alcohol abuse evaluation expert, such as an employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor

b. Undergoing a return-to-duty test with a result indicating an alcohol concentration of less than 0.02 and/or a verified negative result for drug use

A driver who admits to alcohol or drug misuse shall not be subject to federal requirements related to referral, evaluation, and treatment, provided that ~~he/she~~ **the driver** does not self-identify in order to avoid drug or alcohol testing, makes the admission prior to performing a safety-sensitive function, and does not perform a safety-sensitive function until ~~he/she~~ **the driver** has been evaluated and has successfully completed education or treatment requirements in accordance with program guidelines. (49 CFR 382.121)

Legal Reference: (see next page)

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

Legal Reference:

EDUCATION CODE
35160 Authority of governing boards
GOVERNMENT CODE
8355 Drug-free workplace; employee notification
VEHICLE CODE
13376 Driver certificates; revocation or suspension
34500-34520.5 Safety regulations
CODE OF REGULATIONS, TITLE 13
1200-~~1293~~-1294 Motor carrier safety, especially:
1213.1 Placing drivers out-of-service
UNITED STATES CODE, TITLE 41
8101-8106 Drug-Free Workplace Act
UNITED STATES CODE, TITLE 49
31306 Alcohol and drug testing
CODE OF FEDERAL REGULATIONS, TITLE 21
1308.11-1308.15 Controlled substances
CODE OF FEDERAL REGULATIONS, TITLE 49
40.1-40.413 Procedures for transportation workplace drug and alcohol testing programs
382.101-382.~~605~~727 Drug and alcohol use and testing; especially:
382.205 On-duty use
382.207 Pre-duty use
382.209 Use following an accident

Management Resources:

CALIFORNIA HIGHWAY PATROL PUBLICATIONS
Controlled Substances and Alcohol Testing Compliance Checklist, ~~2007~~2017
What is CSAT? Controlled Substances and Alcohol Testing, ~~2005~~2016
WEB SITES
California Department of Motor Vehicles: https://www.dmv.ca.gov
California Highway Patrol: http://www.chp.ca.gov
Commercial Driver's License Drug and Alcohol Clearinghouse: https://clearinghouse.fmcsa.dot.gov
Federal Motor Carrier Safety Administration: http://www.fmcsa.dot.gov
U.S. Department of Transportation, Office of Drug and Alcohol Policy and Compliance: http://www.dot.gov/ost/dapc

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Policy 4212.42: Drug And Alcohol Testing For School Bus Drivers

Status: ADOPTED

Original Adopted Date: 07/11/2019 **| Last Revised Date:** 06/25/2020 **| Last Reviewed Date:** 06/25/2020

The Board of Education desires to ensure that district-provided transportation is safe for students, staff, and the public. To that end, the Superintendent or designee shall establish a drug and alcohol testing program designed to prevent the operation of buses or the performance of other safety-sensitive functions by a driver who is under the influence of drugs or alcohol, including a driver of a school bus, student activity bus, or other school transportation vehicle or any other employee who holds a commercial driver's license which is necessary to perform duties related to district employment.

A driver shall not report for duty or remain on duty when he/she has used any drug listed in 21 CFR 1308.11. A driver is also prohibited from reporting for duty or remaining on duty when he/she has used any drug listed in 21 CFR 1308.12-1308.15, unless he/she is using the drug under the direction of a physician who has advised him/her that the substance will not adversely affect the driver's ability to safely operate a bus. In addition, a driver shall not consume alcohol while on duty or for four hours prior to on-duty time. (49 CFR 382.201-382.209, 382.213)

The district's testing program for drivers shall include pre-employment drug testing and reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing of drivers. (49 USC 31306; 49 CFR 382.301-382.311)

The Board shall contract for testing services upon verifying that the personnel are appropriately qualified and/or certified and that testing procedures conform to federal regulations.

Except as otherwise provided by law, the Superintendent or designee shall not release individual test results or medical information about a driver to a third party without the driver's specific written consent. (49 CFR 40.321)

Consequences Based on Test Results

Any driver who refuses to take a required drug or alcohol test, tests positive for drugs, or is found to have a blood alcohol concentration level that exceeds the levels specified in law shall be removed from performing safety-sensitive functions in accordance with 49 CFR 40.23 and 382.211.

No driver shall be temporarily removed from the performance of safety-sensitive functions based only on a laboratory report of a confirmed positive test before the certified medical review officer has completed verification of the test results, unless the district has obtained a waiver. (49 CFR 40.21, 382.107, 382.119)

Not later than five days after receiving notification of the test result or refusal to comply, the Superintendent or designee shall report any refusal, failure to comply, or positive test result to the California Department of Motor Vehicles (DMV) using a form approved by the DMV. (Vehicle Code 13376)

A driver who has violated federal drug and alcohol regulations may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the district's collective bargaining agreement.

Voluntary Self-Identification

Whenever a driver admits to alcohol or drug misuse under the district's voluntary self-identification program, the Superintendent or designee shall ensure all of the following: (49 CFR 382.121)

1. No adverse action shall be taken against the driver by the district.

2. The driver shall be allowed sufficient opportunity to seek evaluation, education, or treatment to establish control over his/her drug or alcohol problem.

3. The driver shall be permitted to participate in safety-sensitive functions only after:

    a. Successfully completing an education or treatment program, as determined by a drug and alcohol abuse evaluation expert, such as an employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor

b. Undergoing a return-to-duty test with a result indicating an alcohol concentration of less than 0.02 and/or a verified negative result for drug use

A driver who admits to alcohol or drug misuse shall not be subject to federal requirements related to referral, evaluation, and treatment, provided that he/she does not self-identify in order to avoid drug or alcohol testing, makes the admission prior to performing a safety-sensitive function, and does not perform a safety-sensitive function until he/she has been evaluated and has successfully completed education or treatment requirements in accordance with program guidelines. (49 CFR 382.121)

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

State References	Description
13 CCR 1200-1293	Motor carrier safety - https://simbli.eboardsolutions.com/SU/yQSHDNRNieMnhAVA3MDcgQ==
13 CCR 1212-1228	School bus driver requirements - https://simbli.eboardsolutions.com/SU/F4wEpay66Fwj3JvJr5QX4A==
Ed. Code 35160	Authority of governing boards
Gov. Code 8355	Certification of drug-free workplace, including notification
Veh. Code 13376	Driver certificates; revocation or suspension
Veh. Code 34500-34520.5	Safety regulations

Federal References	Description
21 CFR 1308.11-1308.15	Controlled substances
41 USC 8101-8106	Drug-Free Workplace Act
49 CFR 382.101-382.605	Controlled substance and alcohol use and testing
49 CFR 382.205	On-duty use
49 CFR 382.207	Pre-duty use
49 CFR 382.209	Use following an accident
49 CFR 40.1-40.413	Procedures for transportation workplace drug and alcohol testing programs
49 USC 31306	Alcohol and drug testing

Management Resources References	Description
California Highway Patrol Publication	Controlled Substances and Alcohol Testing Compliance Checklist, 2007
Website	AASA The School Superintendents Association - https://simbli.eboardsolutions.com/SU/MOaF8AO8cslshSlfGc13QQoEQ==

Cross References	Description
3513.4	Drug And Alcohol Free Schools - https://simbli.eboardsolutions.com/SU/RsyNOO67E9LtdDgFPQwcig==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/Jq6plusqrzxnKCsHCplusF6tVuQw==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/hESWDzNlCVBL4CkwCS2oqQ==
3540	Transportation - https://simbli.eboardsolutions.com/SU/slshclvbUeI8IUDuhRQyMLnbg==
3540	Transportation - https://simbli.eboardsolutions.com/SU/i2XE6plusoAe0A5pE5TWHBaQA==

3542	School Bus Drivers - https://simbli.eboardsolutions.com/SU/loMLd3BH1YLrQLYf49i0Ug==
3543	Transportation Safety And Emergencies - https://simbli.eboardsolutions.com/SU/72ffBe4oMFnJcz8LZiau0A==
3580	District Records - https://simbli.eboardsolutions.com/SU/slGJYA28YslshNTQCMslshGcplusm0g==
3580	District Records - https://simbli.eboardsolutions.com/SU/BEy9zuPlfTW5TQjPpTt55Q==
4020	Drug And Alcohol-Free Workplace - https://simbli.eboardsolutions.com/SU/XM0KuESSYhrSXUqWpZU2DQ==
4112.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/8BF4XXtThplusHyMYDG4JT3fw==
4112.9-E(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/URm8f8Y9UWWByR30slshlaKDw==
4112.9-E(3)	Employee Notifications - https://simbli.eboardsolutions.com/SU/rqSp7LsvGwgeRBuO3CjudA==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/qmnHWuTOi4LdqkVTctFFPg==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/Xw5XXPOawh8lPBMM8ong8A==
4119.21	Professional Standards - https://simbli.eboardsolutions.com/SU/V3T4HFszBjOHIgMslshjNbc8g==
4119.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/mQy8e2IeTPMPiWOH1fNu7g==
4159	Employee Assistance Programs - https://simbli.eboardsolutions.com/SU/PGTHLcamVI7SB97XzHwyhg==
4161	Leaves - https://simbli.eboardsolutions.com/SU/zDXXkWUVmkkyACEi2E1geg==
4161	Leaves - https://simbli.eboardsolutions.com/SU/fiTi5EoO1pzPbDJpVPT6Aw==
4161.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/qeq8f7e5DY77qoCDwPslshYFg==
4161.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/NdKGwuhg5ubDSawZpkoDLA==
4161.9	Catastrophic Leave Program - https://simbli.eboardsolutions.com/SU/6T3fQEzB1OivVbH5JRgQmw==
4161.9	Catastrophic Leave Program - https://simbli.eboardsolutions.com/SU/jBZTdslshFphFP7Nfzlplusjp5vg==
4212.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/Whi8UKXYLR1N5t2qid1APg==
4212.9-E(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/bKgNwdQAUULSpluscGFRsLmXQ==
4212.9-E(2)	Employee Notifications - https://simbli.eboardsolutions.com/SU/zMD6tbaIzFplus6SLtFFoB3Hg==
4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/k8nuiD3Tt4tRNVM02yUplus4Q==
4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/GUSwT3xmpPplusYjslshd8ehBu0A==
4219.21	Professional Standards - https://simbli.eboardsolutions.com/SU/4ECk7XUf2vAlK6WdWLchBw==
4219.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/xWKQ2uBAiN0fQuPmm52ynQ==

4259	Employee Assistance Programs - https://simbli.eboardsolutions.com/SU/0diS1slshgzyplusXplus78avZIDDIQ==
4261	Leaves - https://simbli.eboardsolutions.com/SU/W7Dj3scSC7JslshyG2kplus1qn4w==
4261	Leaves - https://simbli.eboardsolutions.com/SU/yJEiO4ZjqyAe4tZIyk2enA==
4261.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/uLAw49y7BLfuJvifsTzylQ==
4261.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/U7mYSmHGslshCZq2CLgZmpcgQ==
4261.9	Catastrophic Leave Program - https://simbli.eboardsolutions.com/SU/FcSKOqplusZ1REftDF7wqTdqg==
4261.9	Catastrophic Leave Program - https://simbli.eboardsolutions.com/SU/kd5UuCUiWPtG6BB2S7ZNDA==
4312.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/VQbO5zeg9aWBJyflPAVADQ==
4312.9-E(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/TN2PDxjjZhNlWdb1qB5MSA==
4312.9-E(2)	Employee Notifications - https://simbli.eboardsolutions.com/SU/nEAdd6ffJchjaUXV7FgoEw==
4319.21	Professional Standards - https://simbli.eboardsolutions.com/SU/ePMKB68yqZCM4HYjmZ7WzQ==
4319.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/EMrErY6ZA7wnplusiidKreEuQ==
4359	Employee Assistance Programs - https://simbli.eboardsolutions.com/SU/vQQ9OWPsLjBf7gkA9FDMAA==
4361	Leaves - https://simbli.eboardsolutions.com/SU/4lQ5YNGXxXzXLGxVEmgmLA==
4361	Leaves - https://simbli.eboardsolutions.com/SU/OpK9sAPFxy4plusCg1hEjqmwg==
4361.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/54SW1QtzTQTlqHNnR3e8Sw==
4361.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/QmgZplusKlFpmplusoAELobo7U7Q==
4361.9	Catastrophic Leave Program - https://simbli.eboardsolutions.com/SU/a2trMaiKW1PMm6cdnyT40g==
4361.9	Catastrophic Leave Program - https://simbli.eboardsolutions.com/SU/KPyQlENuux7h4YaY026iPg==

CSBA Sample REVISED

Administrative Regulation

All Personnel AR 4112.42(a)
4212.42
DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS 4312.42

Note: The following administrative regulation reflects state and federal requirements (Vehicle Code 34520; 49 CFR 40.1-40.413, 382.101-382.605) for drug and alcohol testing of school bus drivers, including pre-employment, post-accident, random, reasonable suspicion, return-to-duty, and follow-up testing. Pursuant to 49 CFR 40.27, the district must not require a driver to sign a consent, release, waiver of liability, or indemnification agreement with respect to any part of the drug or alcohol testing process.

Definitions

Note: Regardless of state medical or recreational marijuana laws, marijuana remains an illegal drug under the Controlled Substances Act and use of it by a driver remains a violation of federal drug testing regulations.

For purposes of drug testing required by the U.S. Department of Transportation (DOT), *drugs* include~~d in the tests are~~ marijuana, cocaine, amphetamines, phencyclidine (PCP), and **opioids** ~~opiates~~. (49 CFR 40.3, 40.85, 382.107)

Alcohol concentration ~~*or level*~~ ***(or content)*** means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath **as indicated by an evidential breath test.** ~~For purposes of the DOT alcohol testing program, an alcohol level between 0.02 and 0.04 requires removal of the bus driver for a 24-hour period following the test. An alcohol level of 0.04 or higher requires immediate removal of the driver from performing safety-sensitive functions until the driver has successfully completed the return-to-duty process.~~ (49 CFR **40.3,** 382.107~~, 382.201, 382.505~~)

Safety-sensitive function means all time from the time ~~he/she~~ **the driver** begins to work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. Safety-sensitive functions include, but are not limited to, all time driving or otherwise in the bus **or other school transportation vehicle**; waiting at a district facility to be dispatched; inspecting, servicing, or conditioning the ~~bus~~ **vehicle** or ~~bus~~ **vehicle** equipment; loading or unloading the ~~bus~~ **vehicle**; supervising or assisting in the loading or unloading of the ~~bus~~ **vehicle**; and repairing, obtaining assistance, or remaining in attendance upon a disabled ~~bus~~ **vehicle**. (49 CFR 382.107)

(cf. 3540 - Transportation)
(cf. 3542 - School Bus Drivers)
(cf. 3543 - Transportation Safety and Emergencies)
(cf. 4020 - Drug and Alcohol-Free Workplace)

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

Designated Employer Representative

Note: 49 CFR 40.35 and 40.215 require the district to identify a "designated employer representative" to perform the duties specified in 49 CFR 40.3. The following paragraph may be revised to reflect the title of the employee so designated.

The Superintendent or designee shall identify a designated employer representative **who is authorized to take immediate action to remove drivers from safety-sensitive functions and to make required decisions in the testing and evaluation processes. The designated employer representative shall also be responsible for receiving test results and other communications. The name and telephone number of the designated employer representative shall be provided** ~~and shall provide his/her name and telephone number~~ to the testing contractor to contact about any problems or issues that may arise during the testing process. (49 CFR 40.35, 40.215)

Pre-employment Testing

Note: Pursuant to 49 CFR 382.701, districts are required to conduct a pre-employment query using the Commercial Driver's License Drug and Alcohol Clearinghouse's online database, available on its web site, to obtain information about an applicant. Pursuant to 49 CFR 40.25 and 382.413, districts must also, until January 6, 2023, continue to request a driver's drug and alcohol testing record from any employer who has employed the driver during the previous three years.

When hiring a new driver, the Superintendent or designee shall, with the driver's written consent, **conduct a pre-employment query using the Commercial Driver's License Drug and Alcohol Clearinghouse to obtain information about whether the driver has committed a violation of federal drug or alcohol regulations. (49 CFR 382.701)**

The Superintendent or designee shall also, with the driver's consent, request the driver's past drug and alcohol testing record, as specified in 49 CFR 40.25 and **382.413**, from any employer who has employed the driver at any time during the previous ~~two~~ **three** years. **To the extent practicable, the Superintendent or designee shall obtain and review such information before the driver first performs safety-sensitive functions.** In addition, the Superintendent or designee shall ask the driver if ~~he/she tested~~ **there was a** positive **test**, or ~~refused~~ **a refusal** to test, on any pre-employment drug or alcohol test that was administered during the past two years in the course of applying for another safety-sensitive transportation position that ~~he/she did not obtain~~ **was not obtained**. **(49 CFR 40.25, 382.413)**

The driver shall not be permitted to perform safety-sensitive functions if ~~he/she~~ **the driver** refuses to provide consent to obtain the information from previous employers **or from the Clearinghouse~~,~~;** the information from previous employers is not received within 30 days of

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

the date on which the driver first performed safety-sensitive functions for the district~~;~~ or the driver**, the Clearinghouse,** or a previous employer reports a violation of a drug or alcohol regulation without subsequent completion of the return-to-duty process. (49 CFR 40.25, 382.413**, 382.701, 382.703**)

~~Upon making a contingent offer of employment to a driver and prior to the first time the driver performs safety-sensitive functions for the district, the Superintendent or designee shall require~~ ~~the~~ **A** driver **whom the district intends to hire or use shall** ~~to~~ undergo testing for drugs and ~~to~~ receive a verified negative test result prior to the first time the driver performs safety-sensitive functions for the district**.** This testing requirement may be waived if all of the following conditions exist: (49 CFR 382.301)

1. The driver has participated in a qualified drug testing program within the previous 30 days.

2. While participating in the program, the driver either was tested within the past six months **from the date of application** or participated in a random drug testing program for the previous 12 months **from the date of application**.

~~3. The Superintendent or designee has contacted the testing program(s) in which the driver has participated and has obtained information about the program and the driver's participation as specified in 49 CFR 382.301.~~

3~~4~~. No prior employer of the driver of whom the district has knowledge has records of the driver's violation of federal drug testing regulations within the previous six months.

The Superintendent or designee **shall contact** ~~has contacted~~ the testing program(s) in which the driver has participated and **obtain** ~~has obtained~~ information about the program and the driver's participation as specified in 49 CFR 382.301.

Note: The following **optional** paragraph is for use by districts that choose to conduct pre-employment alcohol testing; see the accompanying Board policy. Pursuant to 49 CFR 382.301, pre-employment alcohol testing is not required but, if the district chooses to conduct such testing, it must comply with the following requirements.

In addition, the Superintendent or designee shall require the driver to undergo pre-employment alcohol testing in accordance with the procedures in 49 CFR 40.1-40.605 and to receive a test result indicating an alcohol concentration ~~level~~ of less than 0.04. (49 CFR 382.301)

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

Post-Accident Testing

As soon as practicable following an accident involving a school bus or student activity bus, the Superintendent or designee shall ensure that the driver involved is tested for alcohol and/or drugs under either of the following conditions: (49 CFR 382.303)

1. The accident involved loss of human life.

2. The driver receives a citation for a moving traffic violation **within eight hours of the accident** and the accident involved bodily injury to a person who required immediate medical treatment away from the scene of the accident and/or disabling damage to one or more vehicles requiring towing.

The Superintendent or designee shall attempt to administer a required alcohol test up to eight hours following the accident and/or a drug test up to 32 hours following the accident. The results of an alcohol or drug test conducted by federal, state, or local officials having independent authority for the test shall be considered to meet this requirement. If the alcohol test is not administered within two hours following the accident, or the test for drugs is not administered within 32 hours following the accident, the Superintendent or designee shall make a record stating the reasons the test was not promptly administered. (49 CFR 382.303)

No driver required to take a post-accident alcohol test pursuant to 49 CFR 382.303 shall use alcohol for eight hours following the accident or until the driver undergoes a post-accident alcohol test, whichever occurs first. (49 CFR 382.209)

Random Testing

Note: The district may revise the following paragraph to specify the method by which it will select drivers for random drug and alcohol testing. Pursuant to 49 CFR 382.305, the district must randomly select drivers for testing using a scientifically valid method such as a random number table or a computer-based random number generator that is matched with drivers' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. Pursuant to 49 CFR 40.347, the district may contract with a third-party administrator or join a consortium of employers to operate the random selection process.

The Superintendent or designee shall ensure that random, unannounced drug and alcohol tests of bus drivers are conducted on testing dates reasonably spread throughout the year.

Such tests shall be **unannounced and** conducted during, immediately before, or immediately after the performance of safety-sensitive functions. (49 CFR 382.305)

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

Note: Pursuant to 49 CFR 382.305, the district must annually test at least 10 percent of district drivers for alcohol and at least **25** ~~50~~ percent for drugs. However, the minimum required percentage is subject to change as determined necessary by the Federal Motor Carrier Safety Administration (FMCSA). Any such change will be published in the Federal Register and on the FMCSA's web site and will be effective starting January 1 following such publication. ~~For 2018, the minimum percentage rates remain at 10 percent for alcohol and 25 percent for controlled substances.~~

The Superintendent or designee shall ensure that the percentage of district drivers randomly tested for drugs and alcohol meets or exceeds the minimum annual percentage rates specified in 49 CFR 382.305 or subsequently published in the Federal Register.

Each driver selected for random testing shall have an equal chance of being tested each time selections are made. (49 CFR 382.305)

Each driver who is selected for testing shall proceed to the test site immediately or, if performing a safety-sensitive function other than driving a bus, then as soon as possible after ceasing that function. (49 CFR 382.305)

Reasonable Suspicion Testing

Note: The following section may be revised to reflect the position (e.g., driver's supervisor or other district employee) authorized and trained to make observations for reasonable suspicion drug or alcohol testing.

A driver shall be required to submit to a drug or alcohol test whenever the Superintendent or designee has reasonable suspicion that the driver has violated the prohibitions against the use of drugs or alcohol. Such reasonable suspicion shall be based on specific, contemporaneous, articulable observations, conducted during, immediately before, or immediately after the performance of safety-sensitive functions, concerning the driver's appearance, behavior, speech, and/or body odors. Reasonable suspicion of drug use may also include indications of the chronic and withdrawal effects of drugs. (49 CFR 382.307)

The person who makes the required observations for reasonable suspicion testing for drugs or alcohol shall be trained in accordance with 49 CFR 382.603. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not be the same person who conducts the alcohol test. (49 CFR 382.307)

Within 24 hours of the observed behavior or before the results of the drug or alcohol test are released, whichever is earlier, ~~the Superintendent or designee shall prepare and sign~~ a written record of the observations leading to a reasonable suspicion test **shall be made and signed by the person who made the observations**. (49 CFR 382.307)

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

An alcohol test required as a result of reasonable suspicion shall be administered within eight hours following the determination of reasonable suspicion. If the test is not administered within two hours, the Superintendent or designee shall prepare and maintain on file a record stating the reasons the test was not promptly administered. (49 CFR 382.307)

In the absence of a reasonable suspicion alcohol test, the district shall take no action against a driver based solely on the driver's behavior and appearance, except that the driver shall not be allowed to report for or remain on safety-sensitive functions until an alcohol test is administered and the results show a concentration less than 0.02 or 24 hours have elapsed following the determination of reasonable suspicion. (49 CFR 382.307)

Return-to-Duty Testing

Note: Pursuant to 49 CFR 40.305, the district may return a driver to safety-sensitive functions after ~~he/she~~ **the driver** completes required education and treatment services as described in the accompanying Board policy and a return-to-duty drug or alcohol test. Such personnel decisions may be subject to collective bargaining or other legal requirements.

The Superintendent or designee may permit a driver who has violated federal drug or alcohol regulations to return to safety-sensitive functions after the driver has successfully complied with the education and treatment services prescribed by a substance abuse professional and has ~~a~~ taken a return-to-duty drug or alcohol test. The driver shall not resume performance of safety-sensitive functions unless the drug test shows a negative result and/or the alcohol test shows a concentration of less than 0.02. (49 CFR 40.305, 382.309)

Follow-Up Testing

Note: Pursuant to 49 CFR 40.307, after a driver successfully complies with education and treatment services, the substance abuse professional will prescribe a follow-up testing plan and will present that plan to the designated employer representative. The plan must direct that the driver be subject to at least six unannounced follow-up tests in the first 12 months following the driver's return to safety-sensitive functions.

Upon receiving a written follow-up testing plan from a substance abuse professional, the Superintendent or designee shall determine the actual dates for follow-up testing consistent with those recommendations and shall ensure that such tests are unannounced and follow no discernable pattern as to their timing. No additional tests beyond those included in the plan shall be imposed by the district. (49 CFR 40.307-40.309, 382.111)

Mandatory Reporting and Annual Queries to the Drug and Alcohol Clearinghouse

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

The Superintendent or designee shall report to the Clearinghouse any violation of federal drug and alcohol regulations, any refusal to test, and other required information by the close of the third business day following the date on which the information was obtained. (49 CFR 382.705)

The Superintendent or designee shall conduct a query using the Clearinghouse at least once a year for all drivers to determine whether information exists in the Clearinghouse about the drivers. (49 CFR 382.701)

In lieu of a full query, the Superintendent or designee may obtain the individual driver's consent to conduct a limited query that is effective for more than one year and informs the district about whether there is information about the driver in the Clearinghouse without releasing that information to the district. If the limited query shows that information exists in the Clearinghouse about the individual driver, the Superintendent or designee shall conduct a full query within 24 hours of conducting the limited query. If a full query is not conducted within 24 hours, the driver may not perform any safety-sensitive function until the results from a full query confirm that the driver may perform such functions. (49 CFR 382.701)

A driver may not perform any safety-sensitive function if the results of a Clearinghouse query demonstrate that the driver has committed a violation of federal drug or alcohol regulations. (49 CFR 382.701)

Notifications

Note: Pursuant to 49 CFR 382.601, the district is **mandated** to adopt policy and procedures pertaining to misuse of drugs and alcohol and to provide these materials to each driver. When conducting compliance inspections, the ~~CHP~~ **California Highway Patrol** reviews whether district policy or regulations contain all of items #1-~~11~~**12** below.

The Superintendent or designee shall provide each driver with materials explaining the federal regulations and the district's policy and procedure related to drug and alcohol testing and shall notify representatives of employee organizations of the availability of this information. This information shall include a detailed discussion of at least the following: (49 CFR 382.113, 382.303, 382.601)

1. The identity of the person designated by the district to answer driver questions about the materials

2. The categories of drivers who are subject to drug and alcohol testing

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

3. Sufficient information about the safety-sensitive functions performed by those drivers to make clear what period of the workday the driver is required to be in compliance

4. Specific information concerning prohibited driver conduct

5. The circumstances under which a driver will be tested for drugs and/or alcohol, including post-accident testing

6. The procedures that will be used to test for the presence of drugs and alcohol, protect the driver and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct driver

7. The requirement that a driver submit to drug and alcohol tests

8. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences

9. The consequences for drivers found to have violated the prohibitions against drug or alcohol use, including the circumstances under which drivers will be removed immediately from safety-sensitive functions and the requirements for education, treatment, and return-to-duty testing

10. The consequences for drivers found to have a blood alcohol concentration between 0.02 and 0.04

11. Information concerning the effects of drug and alcohol use on an individual's health, work, and personal life; signs and symptoms of a drug or alcohol problem (the driver's or a co-worker's); and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to any employee assistance program, and/or referral to management

12. The requirement that personal information collected and maintained pursuant to 49 CFR 382 shall be reported to the Clearinghouse

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Each driver shall sign a statement certifying ~~that he/she has received~~ receipt of a copy of the above materials. The Superintendent or designee shall maintain the original of the signed certificate and may provide a copy of the certificate to the driver. (49 CFR 382.601)

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS (continued)

In addition, prior to administering each alcohol or drug test, the driver shall be notified that the test is required pursuant to Title 49, Part 382, of the Code of Federal Regulations. (49 CFR 382.113)

The driver shall be notified of the results of drug and alcohol tests in accordance with 49 CFR 382.411.

Records

Note: 49 CFR 40. 333 and 382.401 specify the records that must be retained by the district and how long each record must be retained (i.e., one year, two years, three years, five years, or indefinitely). Upon receiving a request from the FMCSA to inspect any such record, the district must make the record(s) available for inspection at the district office within two business days.

The Superintendent or designee shall maintain records of the district's drug and alcohol testing program in accordance with 49 CFR 40.333 and 382.401. Such records shall be maintained in a secure location with controlled access and shall be disclosed only in accordance with 49 CFR 382.405.

(cf. 3580 - District Records)

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Policy Reference UPDATE Service
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Regulation 4212.42: Drug And Alcohol Testing For School Bus Drivers

Status: ADOPTED

Original Adopted Date: 07/11/2019 **| Last Revised Date:** 06/25/2020 **| Last Reviewed Date:** 06/25/2020

Definitions

For purposes of drug testing required by the U.S. Department of Transportation (DOT), drugs included in the tests are marijuana, cocaine, amphetamines, phencyclidine (PCP), and opiates. (49 CFR 40.3, 40.85, 382.107)

Alcohol concentration or level means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath. For purposes of the DOT alcohol testing program, an alcohol level between 0.02 and 0.04 requires removal of the bus driver for a 24-hour period following the test. An alcohol level of 0.04 or higher requires immediate removal of the driver from performing safety-sensitive functions until the driver has successfully completed the return-to-duty process. (49 CFR 382.107, 382.201, 382.505)

Safety-sensitive function means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions include, but are not limited to, all time driving or otherwise in the bus; waiting at a district facility to be dispatched; inspecting, servicing, or conditioning the bus or bus equipment; loading or unloading the bus; supervising or assisting in the loading or unloading of the bus; and repairing, obtaining assistance, or remaining in attendance upon a disabled bus. (49 CFR 382.107)

Designated Employer Representative

The Superintendent or designee shall identify a designated employer representative and shall provide his/her name and telephone number to the testing contractor to contact about any problems or issues that may arise during the testing process. (49 CFR 40.35, 40.215)

The designated employer representative shall be responsible for receiving test results and other communications, taking immediate action(s) to remove drivers from safety-sensitive functions, and making other required decisions in the testing and evaluation processes. (49 CFR 40.3)

Pre-employment Testing

When hiring a new driver, the Superintendent or designee shall, with the driver's written consent, request the driver's past drug and alcohol testing record, as specified in 49 CFR 40.25, from any employer who has employed the driver at any time during the previous two years. In addition, the Superintendent or designee shall ask the driver if he/she tested positive, or refused to test, on any pre-employment drug or alcohol test that was administered during the past two years in the course of applying for another safety-sensitive transportation position that he/she did not obtain. The driver shall not be permitted to perform safety-sensitive functions if he/she refuses to provide consent to obtain the information from previous employers, the information from previous employers is not received within 30 days of the date on which the driver first performed safety-sensitive functions for the district, or the driver or a previous employer reports a violation of a drug or alcohol regulation without subsequent completion of the return-to-duty process. (49 CFR 40.25, 382.413)

Upon making a contingent offer of employment to a driver and prior to the first time the driver performs safety-sensitive functions for the district, the Superintendent or designee shall require the driver to undergo testing for drugs and to receive a verified negative test result. This testing requirement may be waived if all of the following conditions exist: (49 CFR 382.301)

1. The driver has participated in a qualified drug testing program within the previous 30 days.

2. While participating in the program, the driver either was tested within the past six months or participated in a random drug testing program for the previous 12 months.

3. The Superintendent or designee has contacted the testing program(s) in which the driver has participated and has obtained information about the program and the driver's participation as specified in 49 CFR 382.301.

4. No prior employer of the driver of whom the district has knowledge has records of the driver's violation of federal drug testing regulations within the previous six months.

Post-Accident Testing

As soon as practicable following an accident involving a school bus or student activity bus, the Superintendent or designee shall ensure that the driver involved is tested for alcohol and/or drugs under either of the following conditions: (49 CFR 382.303)

1. The accident involved loss of human life.

2. The driver receives a citation for alcohol use within eight hours of the accident, or for drug use within 32 hours of the accident, and the accident involved bodily injury to a person who required immediate medical treatment away from the scene of the accident and/or disabling damage to one or more vehicles requiring towing.

The Superintendent or designee shall attempt to administer a required alcohol test up to eight hours following the accident and/or a drug test up to 32 hours following the accident. The results of an alcohol or drug test conducted by federal, state, or local officials having independent authority for the test shall be considered to meet this requirement. If the alcohol test is not administered within two hours following the accident, or the test for drugs is not administered within 32 hours following the accident, the Superintendent or designee shall make a record stating the reasons the test was not promptly administered. (49 CFR 382.303)

Random Testing

The Superintendent or designee shall ensure that random, unannounced drug and alcohol tests of bus drivers are conducted on testing dates reasonably spread throughout the year. Such tests shall be conducted during, immediately before, or immediately after the performance of safety-sensitive functions. (49 CFR 382.305)

The Superintendent or designee shall ensure that the percentage of district drivers randomly tested for drugs and alcohol meets or exceeds the minimum annual percentage rates specified in 49 CFR 382.305 or subsequently published in the Federal Register.

Each driver selected for random testing shall have an equal chance of being tested each time selections are made. (49 CFR 382.305)

Each driver who is selected for testing shall proceed to the test site immediately or, if performing a safety-sensitive function other than driving a bus, then as soon as possible after ceasing that function. (49 CFR 382.305)

Reasonable Suspicion Testing

A driver shall be required to submit to a drug or alcohol test whenever the Superintendent or designee has reasonable suspicion that the driver has violated the prohibitions against the use of drugs or alcohol. Such reasonable suspicion shall be based on specific, contemporaneous, articulable observations, conducted during, immediately before, or immediately after the performance of safety-sensitive functions, concerning the driver's appearance, behavior, speech, and/or body odors. Reasonable suspicion of drug use may also include indications of the chronic and withdrawal effects of drugs. (49 CFR 382.307)

The person who makes the required observations for reasonable suspicion testing for drugs or alcohol shall be trained in accordance with 49 CFR 382.603. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not be the same person who conducts the alcohol test. (49 CFR 382.307)

Within 24 hours of the observed behavior or before the results of the drug or alcohol test are released, whichever is earlier, the Superintendent or designee shall prepare and sign a written record of the observations leading to a reasonable suspicion test. (49 CFR 382.307)

An alcohol test required as a result of reasonable suspicion shall be administered within eight hours following the determination of reasonable suspicion. If the test is not administered within two hours, the Superintendent or designee shall prepare and maintain on file a record stating the reasons the test was not promptly administered. (49 CFR 382.307)

In the absence of a reasonable suspicion alcohol test, the district shall take no action against a driver based solely on the driver's behavior and appearance, except that the driver shall not be allowed to report for or remain on safety-sensitive functions until an alcohol test is administered and the results show a concentration less than 0.02 or 24 hours have elapsed following the determination of reasonable suspicion. (49 CFR 382.307)

Return-to-Duty Testing

The Superintendent or designee may permit a driver who has violated federal drug or alcohol regulations to return to safety-sensitive functions after the driver has successfully complied with the education and treatment services prescribed by a substance abuse professional and has a taken a return-to-duty drug or alcohol test. The driver shall not resume performance of safety-sensitive functions unless the drug test shows a negative result and/or the alcohol test shows a concentration of less than 0.02. (49 CFR 40.305, 382.309)

Follow-Up Testing

Upon receiving a written follow-up testing plan from a substance abuse professional, the Superintendent or designee shall determine the actual dates for follow-up testing consistent with those recommendations and shall ensure that such tests are unannounced and follow no discernable pattern as to their timing. No additional tests beyond those included in the plan shall be imposed by the district. (49 CFR 40.307-40.309, 382.111)

Notifications

The Superintendent or designee shall provide each driver with materials explaining the federal regulations and the district's policy and procedure related to drug and alcohol testing and shall notify representatives of employee organizations of the availability of this information. This information shall include a detailed discussion of at least the following: (49 CFR 382.303, 382.113, 382.601)

1. The identity of the person designated by the district to answer driver questions about the materials
2. The categories of drivers who are subject to drug and alcohol testing
3. Sufficient information about the safety-sensitive functions performed by those drivers to make clear what period of the workday the driver is required to be in compliance
4. Specific information concerning prohibited driver conduct
5. The circumstances under which a driver will be tested for drugs and/or alcohol, including post-accident testing
6. The procedures that will be used to test for the presence of drugs and alcohol, protect the driver and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct driver
7. The requirement that a driver submit to drug and alcohol tests
8. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences
9. The consequences for drivers found to have violated the prohibitions against drug or alcohol use, including the circumstances under which drivers will be removed immediately from safety-sensitive functions and the requirements for education, treatment, and return-to-duty testing
10. The consequences for drivers found to have a blood alcohol concentration between 0.02 and 0.04
11. Information concerning the effects of drug and alcohol use on an individual's health, work, and personal life; signs and symptoms of a drug or alcohol problem (the driver's or a co-worker's); and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to any employee assistance program, and/or referral to management

Each driver shall sign a statement certifying that he/she has received a copy of the above materials. The Superintendent or designee shall maintain the original of the signed certificate and may provide a copy of the certificate to the driver. (49 CFR 382.601)

In addition, prior to administering each alcohol or drug test, the driver shall be notified that the test is required pursuant to Title 49, Part 382, of the Code of Federal Regulations. (49 CFR 382.113)

The driver shall be notified of the results of drug and alcohol tests in accordance with 49 CFR 382.411.

Records

The Superintendent or designee shall maintain records of the district's drug and alcohol testing program in accordance with 49 CFR 40.333 and 382.401. Such records shall be maintained in a secure location with controlled access and shall be disclosed only in accordance with 49 CFR 382.405.

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

State References	Description
13 CCR 1200-1293	Motor carrier safety - https://simbli.eboardsolutions.com/SU/yQSHDNRNieMnhAVA3MDcgQ==
13 CCR 1212-1228	School bus driver requirements - https://simbli.eboardsolutions.com/SU/F4wEpay66Fwj3JvJr5QX4A==
Ed. Code 35160	Authority of governing boards
Gov. Code 8355	Certification of drug-free workplace, including notification
Veh. Code 13376	Driver certificates; revocation or suspension
Veh. Code 34500-34520.5	Safety regulations

Federal References	Description
21 CFR 1308.11-1308.15	Controlled substances
41 USC 8101-8106	Drug-Free Workplace Act
49 CFR 382.101-382.605	Controlled substance and alcohol use and testing
49 CFR 382.205	On-duty use
49 CFR 382.207	Pre-duty use
49 CFR 382.209	Use following an accident
49 CFR 40.1-40.413	Procedures for transportation workplace drug and alcohol testing programs
49 USC 31306	Alcohol and drug testing

Management Resources References	Description
California Highway Patrol Publication	Controlled Substances and Alcohol Testing Compliance Checklist, 2007
Website	AASA The School Superintendents Association - https://simbli.eboardsolutions.com/SU/MOaF8AO8cslshSlfGc13QQoEQ==

Cross References	Description
3513.4	Drug And Alcohol Free Schools - https://simbli.eboardsolutions.com/SU/RsyNOO67E9LtdDgFPQwcig==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/Jq6plusqrzxnKCsHCplusF6tVuQw==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/hESWDzNlCVBL4CkwCS2oqQ==
3540	Transportation - https://simbli.eboardsolutions.com/SU/slshclvbUeI8IUDuhRQyMLnbg==
3540	Transportation - https://simbli.eboardsolutions.com/SU/i2XE6plusoAe0A5pE5TWHBaQA==
3542	School Bus Drivers - https://simbli.eboardsolutions.com/SU/loMLd3BH1YLrQLYf49i0Ug==
3543	Transportation Safety And Emergencies - https://simbli.eboardsolutions.com/SU/72ffBe4oMFnJcz8LZiau0A==

3580	District Records - https://simbli.eboardsolutions.com/SU/slGJYA28YslshNTQCMslshGcplusm0g==
3580	District Records - https://simbli.eboardsolutions.com/SU/BEy9zuPlfTW5TQjPpTt55Q==
4020	Drug And Alcohol-Free Workplace - https://simbli.eboardsolutions.com/SU/XM0KuESSYhrSXUqWpZU2DQ==
4112.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/8BF4XXtThplusHyMYDG4JT3fw==
4112.9-E(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/URm8f8Y9UWWByR30slshlaKDw==
4112.9-E(3)	Employee Notifications - https://simbli.eboardsolutions.com/SU/rqSp7LsvGwgeRBuO3CjudA==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/qmnHWuTOi4LdqkVTctFFPg==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/Xw5XXPOawh8IPBMM8ong8A==
4119.21	Professional Standards - https://simbli.eboardsolutions.com/SU/V3T4HFszBjOHIgMslshjNbc8g==
4119.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/mQy8e2IeTPMPiWOH1fNu7g==
4159	Employee Assistance Programs - https://simbli.eboardsolutions.com/SU/PGTHLcamVI7SB97XzHwyhg==
4161	Leaves - https://simbli.eboardsolutions.com/SU/zDXXkWUVmkkyACEi2E1geg==
4161	Leaves - https://simbli.eboardsolutions.com/SU/fiTi5EoO1pzPbDJpVPT6Aw==
4161.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/qeq8f7e5DY77qoCDwPslshYFg==
4161.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/NdKGwuhg5ubDSawZpkoDLA==
4161.9	Catastrophic Leave Program - https://simbli.eboardsolutions.com/SU/6T3fQEzB1OivVbH5JRgQmw==
4161.9	Catastrophic Leave Program - https://simbli.eboardsolutions.com/SU/jBZTdslshFphFP7Nfzlplusjp5vg==
4212.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/Whi8UKXYLR1N5t2qid1APg==
4212.9-E(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/bKgNwdQAUULSpluscGFRsLmXQ==
4212.9-E(2)	Employee Notifications - https://simbli.eboardsolutions.com/SU/zMD6tbaIzFplus6SLtFFoB3Hg==
4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/k8nuiD3Tt4tRNVM02yUplus4Q==
4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/GUSwT3xmpPplusYjslshd8ehBu0A==
4219.21	Professional Standards - https://simbli.eboardsolutions.com/SU/4ECk7XUf2vAlK6WdWLchBw==
4219.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/xWKQ2uBAiN0fQuPmm52ynQ==
4259	Employee Assistance Programs - https://simbli.eboardsolutions.com/SU/0diS1slshgzyplusXplus78avZIDDIQ==
4261	Leaves - https://simbli.eboardsolutions.com/SU/W7Dj3scSC7JslshyG2kplus1qn4w==

4261	Leaves - https://simbli.eboardsolutions.com/SU/yJEiO4ZjqyAe4tZIyk2enA==
4261.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/uLAw49y7BLfuJvifsTzylQ==
4261.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/U7mYSmHGslshCZq2CLgZmpcgQ==
4261.9	Catastrophic Leave Program - https://simbli.eboardsolutions.com/SU/FcSKOqplusZ1REftDF7wqTdqg==
4261.9	Catastrophic Leave Program - https://simbli.eboardsolutions.com/SU/kd5UuCUiWPtG6BB2S7ZNDA==
4312.9	Employee Notifications - https://simbli.eboardsolutions.com/SU/VQbO5zeg9aWBJyflPAVADQ==
4312.9-E(1)	Employee Notifications - https://simbli.eboardsolutions.com/SU/TN2PDxjjZhNlWdb1qB5MSA==
4312.9-E(2)	Employee Notifications - https://simbli.eboardsolutions.com/SU/nEAdd6ffJchjaUXV7FgoEw==
4319.21	Professional Standards - https://simbli.eboardsolutions.com/SU/ePMKB68yqZCM4HYjmZ7WzQ==
4319.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/EMrErY6ZA7wnplusiidKreEuQ==
4359	Employee Assistance Programs - https://simbli.eboardsolutions.com/SU/vQQ9OWPsLjBf7gkA9FDMAA==
4361	Leaves - https://simbli.eboardsolutions.com/SU/4lQ5YNGXxXzXLGxVEmgmLA==
4361	Leaves - https://simbli.eboardsolutions.com/SU/OpK9sAPFxy4plusCg1hEjqmwg==
4361.1	Personal Illness/Injury Leave - https://simbli.eboardsolutions.com/SU/54SW1QtzTQTlqHNnR3e8Sw==
4361.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/QmgZplusKlFpmplusoAELobo7U7Q==
4361.9	Catastrophic Leave Program - https://simbli.eboardsolutions.com/SU/a2trMaiKW1PMm6cdnyT40g==
4361.9	Catastrophic Leave Program - https://simbli.eboardsolutions.com/SU/KPyQlENuux7h4YaY026iPg==

CSBA Sample REVISED

Board Policy

Certificated and Classified Personnel BP 4141(a)
4241

COLLECTIVE BARGAINING AGREEMENT

Note: The following **optional** policy addresses the implementation of the collective bargaining agreement adopted by the Governing Board following a process of negotiations with the exclusive representatives of employees. See BP 4143/4243 - Negotiations/Consultation for information about the bargaining process.

The Governing Board recognizes that collective bargaining agreements are legally binding, bilateral agreements with the exclusive representatives of employees pertaining to terms and conditions of employment. The Board is committed to carrying out the provisions of each agreement and expects the agreements to be consistently and uniformly administered.

(cf. 4140/4240/4340 - Bargaining Units)
(cf. 4143/4243 - Negotiations/Consultation)

Note: Districts should consider deleting policies and administrative regulations on topics covered in collective bargaining agreements or retaining them only after determining that the provisions in the policy or regulation are consistent with the adopted agreements. Some policies or regulations may also need to be retained and/or modified when they pertain to unrepresented employees. Should a contract and a policy conflict, the district may be required to grant the benefits in both documents, even if the district believed that the contract was intended to supersede the policy. See BB 9310 - Board Policies.

If the district has adopted a merit system pursuant to Education Code 45220-45320, then its classified employees are subject to the rules prescribed by the district's personnel commission, except when the subject matter is within the scope of representation and is included in a negotiated agreement. Such districts may revise the following paragraph to clarify that the negotiated agreement supersedes any conflicting rules of the personnel commission.

In United Teachers of Los Angeles v. Los Angeles Unified School District, the California Supreme Court held that a provision in a collective bargaining agreement that directly conflicts with the Education Code cannot be enforced.

~~Education Code 35036 prohibits the Board from entering into a collective bargaining agreement that, after April 15 prior to the school year that a teacher's transfer would become effective, assigns priority to a teacher who requests to be transferred to another school over other qualified teachers who have applied for positions requiring certification qualifications at that school. See BP 4114 - Transfers.~~

Following adoption of the collective bargaining agreement, the Superintendent or designee shall review related Board policies and recommend to the Board any action needed to maintain consistency with the agreement. Whenever a Board policy conflicts with a provision in the collective bargaining agreement, the agreement shall be binding for those employees covered by the terms of the agreement. **Whenever a law conflicts with a provision in the collective bargaining agreement, the law will prevail as to those employees for whom the law applies.**

(cf. 9310 - Board Policies)

COLLECTIVE BARGAINING AGREEMENT (continued)

Upon request by the Public Employment Relations Board, the Superintendent or designee shall provide, within 15 days of the request, a copy of the written agreement and any amendments. (8 CCR 32120)

Legal Reference:

EDUCATION CODE
35035 Additional powers and duties of superintendent, transfer authority
35036 Voluntary transfers
35160 Authority of governing boards
35160.1 Broad authority of school districts
45220-45320 Merit system, classified employees
GOVERNMENT CODE
3540-3549.3 Educational Employment Relations Act
CODE OF REGULATIONS, TITLE 8
31001-32997 Regulations of employee relations boards
COURT DECISIONS
Janus v. American Federation of State, County and Municipal Employees, Council 31 (2018) 138 S.Ct. 2448
United Teachers of Los Angeles v. Los Angeles Unified School District (2012) 54 Cal. 4th 504
Round Valley Teachers Association (1996) 13 Cal. 4th 269

Management Resources:

WEB SITES
CSBA: http://www.csba.org
California Public Employee Relations: http://cper.berkeley.edu
Center for Collaborative Solutions: http://www.ccscenter.org
Public Employment Relations Board: http://www.perb.ca.gov
State Mediation and Conciliation Service (SMCS): http://www.dir.ca.gov/csmcs/smcs.html

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Policy 4141: Collective Bargaining Agreement

Status: ADOPTED

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

The Board of Education recognizes that collective bargaining agreements are legally binding, bilateral agreements with the exclusive representatives of employees pertaining to terms and conditions of employment. The Board is committed to carrying out the provisions of each agreement and expects the agreements to be consistently and uniformly administered.

Following adoption of the collective bargaining agreement, the Superintendent or designee shall review related Board policies and recommend to the Board any action needed to maintain consistency with the agreement. Whenever a Board policy conflicts with a provision in the collective bargaining agreement, the agreement shall be binding for those employees covered by the terms of the agreement.

Upon request by the Public Employment Relations Board, the Superintendent or designee shall provide, within 15 days of the request, a copy of the written agreement and any amendments. (8 CCR 32120)

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

State References	Description
8 CCR 31001-32997	Regulations of employee relations boards
Ed. Code 35035	Powers and duties of the superintendent; transfer authority
Ed. Code 35036	Voluntary transfers
Ed. Code 35160	Authority of governing boards
Ed. Code 35160.1	Broad authority of school districts
Ed. Code 45220-45320	Merit system, classified employees
Gov. Code 3540-3549.3	Educational Employment Relations Act

Management Resources References	Description
Website	AASA The School Superintendents Association - https://simbli.eboardsolutions.com/SU/MOaF8AO8cslshSlfGc13QQoEQ==

Cross References	Description
1240	Volunteer Assistance - https://simbli.eboardsolutions.com/SU/x1QewT4YgzruZlTbYpBsCw==
1240	Volunteer Assistance - https://simbli.eboardsolutions.com/SU/AEEKECijKNmVMzEslshyCbIkw==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/cXGxpZRquYId0nKebslshBk4Q==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/YUJTRiiy5YvfA2F87SiMsg==
3100	Budget - https://simbli.eboardsolutions.com/SU/aC8PPargIbjIhplusnObjfp2g==
3100	Budget - https://simbli.eboardsolutions.com/SU/0onvwoV1fxbpJr5OyAa8nA==
4000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/HSmJg5YjaX9poo6fWtyBOg==
4100	Certificated Personnel - https://simbli.eboardsolutions.com/SU/mIFUKD5n3k35tORZ8ix8Bw==
4112.21	Interns - https://simbli.eboardsolutions.com/SU/Y5n88id1AERp7S6Xs9ldqw==

4112.21	Interns - https://simbli.eboardsolutions.com/SU/15En7OdOQNSslshDYslshhVcWslshqw==
4112.23	Special Education Staff - https://simbli.eboardsolutions.com/SU/gmZgmCslshLxxBI7mz2rvcd7A==
4113	Assignment - https://simbli.eboardsolutions.com/SU/8TGgSGrhIGDT3a1Y0kfN5A==
4113	Assignment - https://simbli.eboardsolutions.com/SU/WslshslsheslshYeJGKmOdpUu98PFTw==
4113.5	Working Remotely - https://simbli.eboardsolutions.com/SU/adsKexRfucd54Fh12Hsulg==
4115	Evaluation/Supervision - https://simbli.eboardsolutions.com/SU/zyrEhHh6KnfG9AKVh0ZMNw==
4115	Evaluation/Supervision - https://simbli.eboardsolutions.com/SU/5OLsaEzDpyJtZIMsslshGd2Lg==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/qmnHWuTOi4LdqkVTctFFPg==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/Xw5XXPOawh8lPBMM8ong8A==
4140	Bargaining Units - https://simbli.eboardsolutions.com/SU/vXJ2SMGwNJfVfplus0EslshiBaQA==
4141.6	Concerted Action/Work Stoppage - https://simbli.eboardsolutions.com/SU/MBSgROgVyeslshbOLCrSKHigw==
4141.6	Concerted Action/Work Stoppage - https://simbli.eboardsolutions.com/SU/jXInug02FduI6BJopTIWwQ==
4143	Negotiations/Consultation - https://simbli.eboardsolutions.com/SU/2Cyp5HS4R1aumR0WVV3uCw==
4143.1	Public Notice - Personnel Negotiations - https://simbli.eboardsolutions.com/SU/RITIVSoi2j8hozBfepnWiQ==
4143.1	Public Notice - Personnel Negotiations - https://simbli.eboardsolutions.com/SU/T4slsh1R1GXMRHdDCSw8nsIZQ==
4151	Employee Compensation - https://simbli.eboardsolutions.com/SU/wZnNM3RAk9plus895W08plusDlfw==
4154	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/haplusOjplus0Lu2FslshS6slsh1dTDpiA==
4154	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/RtHnCNGFzN91fPKpluszTCrOQ==
4161	Leaves - https://simbli.eboardsolutions.com/SU/zDXXkWUVmkkyACEi2E1geg==
4161	Leaves - https://simbli.eboardsolutions.com/SU/fiTi5EoO1pzPbDJpVPT6Aw==
4161.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/NdKGwuhg5ubDSawZpkoDLA==
4200	Classified Personnel - https://simbli.eboardsolutions.com/SU/Gfarf9slshWqzkn8n8quY1slsh1g==
4200	Classified Personnel - https://simbli.eboardsolutions.com/SU/jhplusY9B5OsA5a9pmo0NV8wg==
4213.5	Working Remotely - https://simbli.eboardsolutions.com/SU/plusjV1P4gplus26Aa1gzMXzR0VQ==
4215	Evaluation/Supervision - https://simbli.eboardsolutions.com/SU/BGk7cxSb7N8plusXwplusAAzaUlQ==
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System) - https://simbli.eboardsolutions.com/SU/wtoCtpChryqplusBJNb8NbtFQ==

4240	Bargaining Units - https://simbli.eboardsolutions.com/SU/KUUsnbgskphGk5N8jTplusHQA==
4241.6	Concerted Action/Work Stoppage - https://simbli.eboardsolutions.com/SU/xmA3sSWDmrEnN7x0vwdtBQ==
4241.6	Concerted Action/Work Stoppage - https://simbli.eboardsolutions.com/SU/5pB84UEGplus0XZk1O7LzZeiQ==
4243	Negotiations/Consultation - https://simbli.eboardsolutions.com/SU/NPMGKYZBEIAVLaihslshWCDdA==
4243.1	Public Notice - Personnel Negotiations - https://simbli.eboardsolutions.com/SU/XDnv1qAV9GMXWvpy3i2JTA==
4243.1	Public Notice - Personnel Negotiations - https://simbli.eboardsolutions.com/SU/3Rp02YqTU8U2SBQ2lSr6uw==
4251	Employee Compensation - https://simbli.eboardsolutions.com/SU/lKjUZQaslshY5EK4jALVfvN4g==
4254	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/LyPHx1aFqhqrnPjFchr8fw==
4254	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/Aolbe0XsyKo7WnK93lnvlg==
4261	Leaves - https://simbli.eboardsolutions.com/SU/W7Dj3scSC7JslshyG2kplus1qn4w==
4261	Leaves - https://simbli.eboardsolutions.com/SU/yJEiO4ZjqyAe4tZIyk2enA==
4261.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/U7mYSmHGslshCZq2CLgZmpcgQ==
4313.5	Working Remotely - https://simbli.eboardsolutions.com/SU/NdKDEoFPlRqRlt9islshlIK8g==
4340	Bargaining Units - https://simbli.eboardsolutions.com/SU/MmZSBc7HftNdPERlU69aAw==
4351	Employee Compensation - https://simbli.eboardsolutions.com/SU/HsQDR3MYlEMXm5QGYbYRDA==
4354	Health And Welfare Benefits - https://simbli.eboardsolutions.com/SU/h706eDUeQJpjIyYgsqDFCQ==
4361	Leaves - https://simbli.eboardsolutions.com/SU/4lQ5YNGXxXzXLGxVEmgmLA==
4361	Leaves - https://simbli.eboardsolutions.com/SU/OpK9sAPFxy4plusCg1hEjqmwg==
4361.8	Family Care And Medical Leave - https://simbli.eboardsolutions.com/SU/QmgZplusKlFpmplusoAELobo7U7Q==
6151	Class Size - https://simbli.eboardsolutions.com/SU/FplusvStgc8s1rUk6PQHcJ6RA==
9000	Role Of The Board - https://simbli.eboardsolutions.com/SU/BQGNxKewahWVQiPdXWOODA==
9310	Board Policies - https://simbli.eboardsolutions.com/SU/yaMTwdl9DALoCYwkKwgn0w==

CSBA Sample
Board Policy

Note: Pursuant to Government Code 3543.2, safety conditions in employment are a mandatory subject of collective bargaining. The following Board policy and accompanying administrative regulation ~~are optional and~~ may be revised to reflect district practice **and the terms of the district's collective bargaining agreements**.

The Governing Board desires to provide a safe and orderly work environment for all employees. As part of the district's comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing necessary assistance and support when emergency situations occur.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3515 - Campus Security)
(cf. 5131.4 - Student Disturbances)

Any person who threatens the safety of others at any district facility may be removed by the Superintendent or designee in accordance with AR 3515.2 - Disruptions.

(cf. 3515.2 - Disruptions)

Note: Code of Civil Procedure 527.8 allows the district to seek a temporary restraining order and injunction on behalf of an employee against any other individual who has subjected the employee to unlawful violence or a credible threat of violence in the workplace. In City of San Jose v. William Garbett, a California Court of Appeal held that a court's issuance of a temporary restraining order and injunction against a person who had verbally threatened a city official was not a violation of that person's right to free speech and right of access to a public place.

Pursuant to Penal Code 18150 and 18170, a gun violence restraining order prohibiting a person from owning, having custody or control of, purchasing, possessing, or receiving a firearm or ammunition may be petitioned by that person's employer, a coworker who has had substantial and regular interactions with the person for at least one year and has the employer's approval, or an employee or teacher of a secondary school that the person has attended in the past six months if the employee or teacher has obtained the approval or a school administrator or designee.

Any employee against whom violence or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. As appropriate, the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace. **Such measures may include seeking a temporary restraining order on behalf of the employee pursuant to Code of Civil Procedure 527.8 and/or a gun violence restraining order pursuant to Penal Code 18150 and 18170.**

EMPLOYEE SECURITY (continued)

Upon request by an employee who is a victim of domestic violence, sexual assault, or stalking, the Superintendent or designee shall provide reasonable accommodations in accordance with Labor Code 230-230.1 and the accompanying administrative regulation to protect the employee's safety while at work.

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

Note: **Pursuant to** Education Code **48904 and** 48905**,** ~~provides that~~ an employee who is injured or whose property is damaged by willful misconduct of a district student under the conditions described below may request that the district pursue legal action against the student~~;~~ or ~~his/her~~ **the student's** parent/guardian**.** ~~pursuant to Education Code 48904. Education Code 48904 provides that a parent/guardian will be liable for damages caused by his/her minor child's willful misconduct resulting in injury to a district student, employee, or volunteer or damage to district or employee property. Also s~~See BP 3515.4 - Recovery for Property Loss or Damage and AR 5125.2 - Withholding Grades, Diploma or Transcripts. The district should consult legal counsel when considering whether to pursue legal action.

The Superintendent or designee may pursue legal action on behalf of an employee against a student or ~~his/her~~ **the student's** parent/guardian to recover damages **for injury** to the employee**'s person** or ~~his/her~~ property caused by the student's willful misconduct that occurred on district property, at a school or district activity, or in retaliation for lawful acts of the employee in the performance of ~~his/her~~ **the employee's** duties. (Education Code 48904, 48905)

(cf. 3320 - Claims and Actions Against the District)
(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)
(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

The Superintendent or designee shall ~~ensure that employees receive training~~ **provide staff development** in crisis prevention and intervention techniques**, which** ~~in order to protect themselves and students. Staff development~~ may include training in classroom management, effective communication techniques, procedures for responding to an active shooter situation, and crisis resolution.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

In accordance with law, t~~T~~he Superintendent or designee ~~also~~ shall inform teachers, ~~in accordance with law,~~ **administrators, and/or counselors** of crimes and offenses committed by students who may pose a danger in the classroom. (Education Code 48201, 49079; Welfare and Institutions Code 827)

EMPLOYEE SECURITY (continued)

The Superintendent or designee may make available at appropriate locations, including, but not limited to, district and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.

(cf. 5141 - Health Care and Emergencies)

Use of Pepper Spray

Note: The following section is **optional** and may be revised to reflect district practice. Penal Code 22810 authorizes adults, with certain exceptions, to carry an approved tear gas weapon such as pepper spray for purposes of self-defense. Penal Code 626.9 and 626.10, which prohibit the possession of weapons on school grounds, do not prohibit the possession of pepper spray on school grounds. Thus, the Governing Board may determine whether to allow or disallow, with certain exceptions, the possession of pepper spray on school property or at school activities. See the accompanying administrative regulation for related procedures.

Employees shall not carry or possess pepper spray on school property or at school activities~~,~~ except when authorized by the Superintendent or designee for self-defense purposes. When allowed, an employee may only possess pepper spray in accordance with administrative regulations and Penal Code 22810. Any employee who is negligent or careless in the possession or handling of pepper spray shall be subject to appropriate disciplinary measures.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Reporting of Injurious Objects

Note: The following **optional** section specifies actions to be taken in the event an employee becomes aware of any person who is in possession of an injurious object, and is consistent with the actions described in AR 5131.7 - Weapons and Dangerous Instruments related to student possession.

Pursuant to Education Code 49334, a school employee who **initially** notifies law enforcement regarding a student or adult who is in possession of an injurious object while on school grounds or under the authority of school personnel cannot be subject to any civil or administrative proceeding, including disciplinary action, for ~~such action~~ **violation of any district policy or procedure related to the notification of a law enforcement agency. Education Code 49334 requires such an employee to conform with district procedures after exercising the option to notify a law enforcement agency**.

~~The Board requires employees to~~ **Employees shall** take immediate action upon being made aware that any person is in possession of a weapon or unauthorized injurious object on school grounds or at a school-related or school-sponsored activity. ~~The e~~**E**mployee**s** shall ~~use his/her own~~ **exercise their best** judgment as to the potential danger involved and shall do one of the following:

EMPLOYEE SECURITY (continued)

1. Confiscate the object and deliver it to the principal immediately

2. Immediately notify the principal, who shall take appropriate action

3. Immediately call 911 and the principal

(cf. 3515.7 - Firearms on School Grounds)
(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

When informing the principal about the possession or seizure of a weapon or dangerous device, ~~the~~ **an** employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

Legal Reference:

EDUCATION CODE
32210-32212 Willful disturbance, public schools or meetings
32225-32226 Communication devices
35208 Liability insurance
35213 Reimbursement for loss, destruction or damage of school property
44014 Report of assault by pupil against school employee
44807 Duty concerning conduct of students
48201 Transfer of student records
48900-48926 Suspension or expulsion
49079 Notification to teacher; student who has engaged in acts re: grounds suspension or expulsion
49330-49335 Injurious objects
CIVIL CODE
51.7 Freedom from violence or intimidation
CODE OF CIVIL PROCEDURE
527.8 Workplace violence safety
GOVERNMENT CODE
995-996.4 Defense of public employees
3543.2 Scope of representation
12926 Definitions
LABOR CODE
230-230.2 Leave for victims of domestic violence, sexual assault, or specified felonies
PENAL CODE
71 Threatening public officers and employees and school officials
240-246.3 Assault and battery, especially:
241.3 Assault against school bus drivers

Legal Reference continued: (see next page)

EMPLOYEE SECURITY (continued)

Legal Reference: (continued)

PENAL CODE (continued)
241.6 Assault on school employee including board member
243.3 Battery against school bus drivers
243.6 Battery against school employee including board member
245.5 Assault with deadly weapon against school employee including board member
290 Registration of sex offenders
601 Trespass by person making credible threat
626-626.11 School crimes
646.9 Stalking
18150 Gun violence restraining orders
18170 Gun violence restraining order issued after notice and hearing
22810 Purchase, possession, and use of tear gas
WELFARE AND INSTITUTIONS CODE
827 Juvenile court proceedings; reports; confidentiality
828.1 District police or security department, disclosure of juvenile records
COURT DECISIONS
City of San Jose v. William Garbett, (2010) 190 Cal. App. 4th 526

Management Resources:

WEB SITES
CSBA: http://www.csba.org
California Department of Education, Safe Schools ~~and Violence Prevention Office~~: http://www.cde.ca.gov/ls/ss

Policy Reference UPDATE Service
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Policy 4158: Employee Security

Status: ADOPTED

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

The Board of Education desires to provide a safe and orderly work environment for all employees. As part of the district's comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing necessary assistance and support when emergency situations occur.

Any employee against whom violence or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. As appropriate, the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace.

The Superintendent or designee may pursue legal action on behalf of an employee against a student or his/her parent/guardian to recover damages to the employee or his/her property caused by the student's willful misconduct that occurred on district property, at a school or district activity, or in retaliation for lawful acts of the employee in the performance of his/her duties. (Education Code 48904, 48905)

The Superintendent or designee shall ensure that employees receive training in crisis prevention and intervention techniques in order to protect themselves and students. Staff development may include training in classroom management, effective communication techniques, procedures for responding to an active shooter situation, and crisis resolution.

The Superintendent or designee also shall inform teachers, in accordance with law, of crimes and offenses committed by students who may pose a danger in the classroom. (Education Code 48201, 49079; Welfare and Institutions Code 827)

The Superintendent or designee may make available at appropriate locations, including, but not limited to, district and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.

Use of Pepper Spray

Employees shall not carry or possess pepper spray on school property or at school activities, except when authorized by the Superintendent or designee for self-defense purposes. When allowed, an employee may only possess pepper spray in accordance with administrative regulations and Penal Code 22810. Any employee who is negligent or careless in the possession or handling of pepper spray shall be subject to appropriate disciplinary measures.

Reporting of Injurious Objects

The Board requires employees to take immediate action upon being made aware that any person is in possession of a weapon or unauthorized injurious object on school grounds or at a school-related or school-sponsored activity. The employee shall use his/her own judgment as to the potential danger involved and shall do one of the following:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal, who shall take appropriate action
3. Immediately call 911 and the principal

When informing the principal about the possession or seizure of a weapon or dangerous device, the employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

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

State References	Description
CCP. 527.8	Workplace violence safety - https://simbli.eboardsolutions.com/SU/zzBhO3hWGUr7lplusYiDNCP8A==

Civ. Code 51.7	Freedom from violence or intimidation - https://simbli.eboardsolutions.com/SU/biK5w5xHjaslshApluscWXhrJ7ZQ==
Ed. Code 32210-32212	Willful disturbance, public schools or meetings
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 35208	Liability insurance
Ed. Code 35213	Reimbursement for loss or damage of personal property
Ed. Code 44014	Report of assault by pupil against school employee
Ed. Code 44807	Duty concerning conduct of students
Ed. Code 48201	Student records for transfer students who have been suspended/expelled
Ed. Code 48900-48926	Suspension and expulsion
Ed. Code 49079	Notification to teacher, student who has engaged in acts re: grounds suspension or expulsion
Ed. Code 49330-49335	Injurious objects
Gov. Code 3543.2	Scope of bargaining
Gov. Code 995-996.4	Defense of public employees
Pen. Code 22810	Purchase, possession, and use of tear gas
Pen. Code 240-246.3	Assault and battery
Pen. Code 241.3	Assault against school bus drivers
Pen. Code 241.6	Assault on school employee including board member
Pen. Code 243.3	Battery against school bus drivers
Pen. Code 243.6	Battery against school employee including board members
Pen. Code 245.5	Assault with deadly weapon against school employee including board member
Pen. Code 290	Registration of sex offenders
Pen. Code 601	Trespass by person making credible threat
Pen. Code 626-626.11	Crimes on school grounds
Pen. Code 646.9	Stalking
Pen. Code 71	Threatening public officers and employees and school officials
W&I Code 827	Juvenile court proceedings; reports; confidentiality
W&I Code 828.1	Disclosure of criminal records; protection of vulnerable staff & students

Management Resources References	**Description**
Court Decision	A.M. v. Albertsons, LLC, (2009) Cal.App.4th 455
Website	AASA The School Superintendents Association - https://simbli.eboardsolutions.com/SU/MOaF8AO8cslshSlfGc13QQoEQ==

Cross References	**Description**
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/ymrUEwzwRGOLmy5dybtyiw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/yqXemeWgpAB1z0mjDmESfw==
3320	Claims And Actions Against The District - https://simbli.eboardsolutions.com/SU/snI7UuC2a2TuCuBYc9Cslsh2g==
3320	Claims And Actions Against The District - https://simbli.eboardsolutions.com/SU/XZqh0YeMnwcUsslshtxvPGogA==

3515	Campus Security - https://simbli.eboardsolutions.com/SU/pCh2U58n8XLo7sdGMLSujQ==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/DeifKNzy8ewCAslshHo7IKtHA==
3515.2	Disruptions - https://simbli.eboardsolutions.com/SU/GF8ydoNVfCW4zYYv5PkXpg==
3515.2	Disruptions - https://simbli.eboardsolutions.com/SU/NFzTA81FLqplus82yVmHQRriQ==
3515.3	District Police/Security Department - https://simbli.eboardsolutions.com/SU/ThjcPyO0ekUJ2UV3ySsQiQ==
3515.3	District Police/Security Department - https://simbli.eboardsolutions.com/SU/Z3Ivz9vxU2oiWyN9L92y6Q==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/KsmdzZgR1dWrqykgpaG2Kg==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/XswpsOM6AvMPamfzbI8Vug==
3515.7	Firearms On School Grounds - https://simbli.eboardsolutions.com/SU/DXNlpT9yDOcakygQyXu7Ig==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/Jq6plusqrzxnKCsHCplusF6tVuQw==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/hESWDzNlCVBL4CkwCS2oqQ==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/qmnHWuTOi4LdqkVTctFFPg==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/Xw5XXPOawh8lPBMM8ong8A==
4119.21	Professional Standards - https://simbli.eboardsolutions.com/SU/V3T4HFszBjOHIgMslshjNbc8g==
4119.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/mQy8e2IeTPMPiWOH1fNu7g==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/kJqyGLZ6NEslsht0VJCcrln0A==
4156.3	Employee Property Reimbursement - https://simbli.eboardsolutions.com/SU/FpzoH9q3fBVbYRyfhSslshE1A==
4157	Employee Safety - https://simbli.eboardsolutions.com/SU/7JiAshwQTfplusxslshjQJWPwfDQ==
4157	Employee Safety - https://simbli.eboardsolutions.com/SU/C1oIJMTu9uKyXLoFPi5KGQ==
4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/k8nuiD3Tt4tRNVM02yUplus4Q==
4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/GUSwT3xmpPplusYjslshd8ehBu0A==
4219.21	Professional Standards - https://simbli.eboardsolutions.com/SU/4ECk7XUf2vAlK6WdWLchBw==
4219.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/xWKQ2uBAiN0fQuPmm52ynQ==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
4256.3	Employee Property Reimbursement - https://simbli.eboardsolutions.com/SU/eVqHNv2US3jXSslshN1syTJiw==

4257	Employee Safety - https://simbli.eboardsolutions.com/SU/plus9GbFtvVplus4RplusshED0Wi7Gg==
4257	Employee Safety - https://simbli.eboardsolutions.com/SU/aaQ0wxobQIebJBjW1aGtoQ==
4319.21	Professional Standards - https://simbli.eboardsolutions.com/SU/ePMKB68yqZCM4HYjmZ7WzQ==
4319.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/EMrErY6ZA7wnplusiidKreEuQ==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxgZfEw==
4356.3	Employee Property Reimbursement - https://simbli.eboardsolutions.com/SU/QOslsh9s8EuqdeRkmuIxslshb5dQ==
4357	Employee Safety - https://simbli.eboardsolutions.com/SU/SKefrjeaKkn5QQ7c970VTg==
4357	Employee Safety - https://simbli.eboardsolutions.com/SU/oFsJ9aWYbkRVbHwjVzuNqA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/FMMhDMxyEMsiZAVEslshLqbFg==
5125.2	Withholding Grades, Diploma Or Transcripts - https://simbli.eboardsolutions.com/SU/M4t47S8KUTzSplusIPyMLI2Aw==
5131.4	Student Disturbances - https://simbli.eboardsolutions.com/SU/zvGNUsTplusJZ9ldu4nMrJMVg==
5131.4	Student Disturbances - https://simbli.eboardsolutions.com/SU/eYRNPN71dua4LIcF91qU5w==
5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/EewqoEClK5UDQqEKcx0plusIA==
5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/1ua4GmBiqJVrDZxxZWNqLA==
5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/q3DyJG1cykCEbvwrC4GFrw==
5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/2SKcqtAzQIvlXs6uFEYUKQ==
5144	Discipline - https://simbli.eboardsolutions.com/SU/AFcRplusAycuwgNfvAG4HFOow==
5144	Discipline - https://simbli.eboardsolutions.com/SU/34M9KfGtCjCMS4JEEYCs4w==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/fGeSjWun3Qmomh2esIT8pQ==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/H9XqUCTnawzYMnWhyVIiBg==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities) - https://simbli.eboardsolutions.com/SU/nL0DpcyT7kslshdh7plusRuH8oow==

CSBA Sample REVISED

Administrative Regulation

All Personnel AR 4158(a)
4258
EMPLOYEE SECURITY 4358

An employee may use reasonable and necessary force for self-defense or defense of another person, to quell a disturbance threatening physical injury to others or damage to property, or to obtain possession of weapons or other dangerous objects within the control of a student. (Education Code 44807, 49001)

(cf. 3515.2 - Disruptions)
(cf. 3515.3 - District Police/Security Department)
(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 3530 - Risk Management/Insurance)
(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5144 - Discipline)

~~Note: Pursuant to Education Code 44014, it is the duty of an employee and his/her immediate supervisor to report to law enforcement any attack, assault, or physical threat made against the employee by a student. Failure to report such an attack, assault, or physical threat is an infraction punishable by a fine. It is also an infraction for a Governing Board member or employee to prevent the filing of the report or to impose any sanction against an employee for so doing.~~

~~Although the law only requires employees to report attacks, assaults, or threats made by students, the following paragraph requires employees to report any attack, assault, or threat made against them by any other individual on school grounds.~~

An employee shall promptly report to the principal or other immediate supervisor any attack, assault, or physical threat made against ~~him/her~~ **the employee** by a student or by any other individual in relation to the ~~employee's~~ performance of ~~his/her~~ **the employee's** duties, and any action the employee took in response. ~~When appropriate, the employee and the principal or other immediate supervisor shall report the incident to law enforcement.~~ Reports of **an** attack, assault, or threat shall be forwarded immediately to the Superintendent or designee.

Note: Pursuant to Education Code 44014, it is the duty of an employee and ~~his/her~~ **the employee's** immediate supervisor to report to law enforcement any attack, assault, or physical threat made against the employee by a student. **Compliance with district procedures related to reporting incidents, as specified in the paragraph above, does not exempt an employee or supervisor from the duty to make a report to law enforcement.** Failure to report such an attack, assault, or physical threat is an infraction punishable by a fine. It is also an infraction for a Governing Board member or employee to prevent the filing of the report or to impose any sanction against an employee for doing so.

Although the law only requires employees to report attacks, assaults, or threats made by students, the ~~following paragraph requires~~ **district may revise the following paragraph to require** employees to report any attack, assault, or threat made against them by any other individual on school grounds.

In addition, the employee and the principal or other immediate supervisor shall promptly report to local law enforcement authorities an attack, assault, or physical threat made against the employee by a student. (Education Code 44014)

EMPLOYEE SECURITY (continued)

~~*(cf. 3515.2 - Disruptions)*~~

~~Reports of attack, assault, or threat shall be forwarded immediately to the Superintendent or designee.~~

~~*(cf. 3320 - Claims and Actions Against the District)*~~
~~*(cf. 3515.4 - Recovery for Property Loss or Damage)*~~
~~*(cf. 3530 - Risk Management/Insurance)*~~

Notice Regarding Student Offenses ~~Committed While Under School Jurisdiction~~

When a student commits certain offenses that may endanger staff or others, the following procedures shall be implemented to notify staff members as appropriate:

1. Acts That Are Grounds for Suspension or Expulsion

Note: Education Code 49079 requires the district to inform teachers of students who have committed specified acts that constitute grounds for suspension or expulsion. School district officers or employees who knowingly fail to provide this information are guilty of a misdemeanor punishable by a fine and/or imprisonment.

a. The Superintendent or designee shall inform the teacher(s) of each student who, during the previous three school years, has engaged in or is reasonably suspected to have engaged in any act, except the possession or use of tobacco products, that would constitute a ground for suspension or expulsion as specified in AR 5144.1 - Suspension and Expulsion/Due Process. This information shall be based upon district records maintained in the ordinary course of business or records received from a law enforcement agency. (Education Code 49079)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5125 - Student Records)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Note: Education Code 48201 requires districts to request records of a transferring student regarding acts that resulted in the student's suspension or expulsion from the previous school, as specified below; see AR 5125 - Student Records. Once the record is received, the Superintendent or designee must inform the student's teacher(s) of the acts as specified below.

b. Upon receiving a transfer student's record regarding acts committed by the student that resulted in ~~his/her~~ suspension or expulsion, the Superintendent or

EMPLOYEE SECURITY (continued)

designee shall inform the student's teacher(s) that the student was suspended from school or expelled from ~~his/her~~ **the** former district and of the act that resulted in the suspension or expulsion. (Education Code 48201)

c. Information received by teacher(s) shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher. (Education Code **48201,** 49079)

~~**Notice Regarding Student Offenses Committed While Outside School Jurisdiction**~~

2. Offenses Reported to the District by a Court

Note: ~~The following **optional** paragraph is for use by districts maintaining a district police or security department. Welfare and Institutions Code 828 specifies that information gathered by a law enforcement agency relating to a minor taken into custody may be disclosed to a school district police or security department. The following paragraph addresses the authority of the district police department to utilize such information as it pertains to certain offenses committed by students.~~ **Welfare and Institutions Code 827 requires a court, within seven days, to provide written notification to the Superintendent when a minor student has been found by the court to have committed a felony or misdemeanor involving specified offenses. Upon receiving such notification, the Superintendent must notify certain counselors, teachers, and administrators, as described in item #2.**

In addition, Welfare and Institutions Code 828.1 specifies that a school district police or security department may provide written notification to the Superintendent when a minor student has been found by a court to have illegally used, sold, or possessed a controlled substance or committed specified crimes involving serious acts of violence. In such cases, the information may be transmitted to a teacher, counselor, or administrator with direct supervisorial or disciplinary responsibility over the student, and such information must be received in confidence for the limited purpose for which it was provided. Districts that maintain their own police or security department may expand the following item to authorize the department to notify the Superintendent of such offenses.

~~When a minor student has been found by a court of competent jurisdiction to have illegally used, sold, or possessed a controlled substance or committed specified crimes involving serious acts of violence, the district police or security department may provide written notification to the Superintendent. (Welfare and Institutions Code 828.1)~~

~~*(cf. 3515.3 - District Police/Security Department)*~~

a. When informed by ~~the~~ **a** court that a minor student has been found by ~~a~~ **the** court to have committed any felony or any misdemeanor involving curfew, gambling, alcohol, drugs, tobacco products, carrying of weapons, a sex offense listed in Penal Code 290, assault or battery, larceny,

vandalism, or graffiti, the Superintendent or designee shall ~~so inform~~ **expeditiously notify** the school principal. (Welfare and Institutions Code 827)

EMPLOYEE SECURITY (continued)

b. The principal shall **expeditiously** disseminate this information to any counselor who directly supervises or reports on the student's behavior or progress~~.~~ **and to** ~~The principal shall also inform~~ any teacher or administrator directly supervising or reporting on the student's behavior or progress whom ~~he/she~~ **the principal** thinks may need the information ~~so as~~ **in order** to work with the student appropriately, avoid being needlessly vulnerable, or protect others from vulnerability. (Welfare and Institutions Code 827)

c. Any court-initiated information that a teacher, counselor, or administrator receives shall be kept confidential and used only to rehabilitate the student and protect other students and staff. The information shall be further disseminated only when communication with the student, parent/guardian, law enforcement staff, and probation officer is necessary to rehabilitate the student or to protect students and staff. (Welfare and Institutions Code 827)

d. When a student is removed from school as a result of ~~his/her~~ **an** offense, the Superintendent shall hold the court's information in a separate confidential file until the student is returned to the district. If the student is returned to a different district, the Superintendent shall transmit the information provided by the student's parole or probation officer to the superintendent of the new district of attendance. (Welfare and Institutions Code 827)

e. Any confidential file of court-initiated information shall be kept until the student becomes 18, graduates from high school, or is released from juvenile court jurisdiction, whichever occurs first, and shall then be destroyed. (Welfare and Institutions Code 827)

~~**Procedures to Maintain Confidentiality of Student Offenses**~~

Note: The following ~~section~~ **optional paragraph may be revised to reflect district practice.** ~~describes procedures for maintaining confidentiality of student records and documenting the district's good faith effort to notify counselors or teachers about student offenses.~~ Intentional violation of the confidentiality provisions of Welfare and Institutions Code 827 is a misdemeanor punishable by a fine. ~~This section may be modified to reflect district practice.~~

In order to maintain confidentiality when providing information about student offenses to **a** counselor~~s and~~ **or** teacher~~s of classes/programs to which a student is assigned~~, the principal or designee shall send the staff member a written notification that ~~one of his/her students~~ **a student** has committed an offense that requires ~~his/her~~ review of a student's file in the school office. This notice shall not name or otherwise identify the student. The staff member shall ~~be asked to~~ initial the notification and ~~return it to the principal or designee. He/she~~ shall also initial the student's file when reviewing it in the school office.

EMPLOYEE SECURITY (continued)

Accommodations for Victims of Domestic Violence, Sexual Assault, or Stalking

Note: Pursuant to Labor Code 230, the district is required to provide reasonable accommodations at work, upon request, to an employee who is a victim of domestic violence, sexual assault, or stalking. The district is not required to provide reasonable accommodations to an employee who has not disclosed the employee's status as a victim of domestic violence, sexual assault, or stalking nor to undertake an action that constitutes an undue hardship, as defined by Government Code 12926.

In addition, Labor Code 230 and 230.1 allow employees who are victims of domestic violence, sexual assault, or stalking to use available leave for the purposes of (1) obtaining relief (e.g., a temporary restraining order, restraining order, or injunctive relief) to protect the health, safety, or welfare of the employee or the employee's child; (2) seeking medical attention for injuries caused by the crime or abuse; (3) obtaining services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency; (4) obtaining psychological counseling or mental health services related to an experience of crime or abuse; and/or (5) participating in safety planning and taking other actions to increase safety from future crime or abuse, including temporary or permanent relocation. As amended by AB 2992 (Ch. 224, Statutes of 2020), Labor Code 230 and 230.1 expand these provisions to include employees who are victims of a crime that caused physical injury, or mental injury with a threat of physical injury, and employees whose immediate family member is deceased as the direct result of a crime. See AR 4161.2/4261.2/4361.2 - Personal Leaves.

When requested by an employee who is a victim of domestic violence, sexual assault, or stalking, the district shall provide the employee reasonable accommodations which may include the implementation of safety measures, including: (Labor Code 230)

1. **A transfer, reassignment, or modified schedule**
2. **A changed work telephone or work station**
3. **An installed lock**
4. **Assistance in documenting domestic violence, sexual assault, stalking, or other crime that occurs in the workplace**
5. **Referral to a victim assistance organization**
6. **Another safety procedure or adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other crime**

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

EMPLOYEE SECURITY (continued)

The Superintendent or designee shall engage in a timely, good faith, and interactive process with the employee to determine effective reasonable accommodations that do not pose an undue hardship on the district. In determining whether an accommodation is reasonable, the Superintendent or designee shall consider any exigent circumstance or danger facing the employee. (Labor Code 230)

Upon the request of the Superintendent or designee, an employee requesting a reasonable accommodation shall provide a written statement, signed by the employee or an individual acting on the employee's behalf, certifying that the accommodation is for an authorized purpose. The Superintendent or designee may also request that the employee provide certification of the employee's status as a victim of domestic violence, sexual assault, or stalking. Such certification may include: (Labor Code 230)

1. A police report indicating that the employee was a victim

2. A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court

3. Documentation from a licensed medical professional or health care provider, domestic violence or sexual assault counselor, victim advocate, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse

4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf

Any verbal or written statement, police or court record, or other documentation identifying an employee as a victim shall be confidential and shall not be disclosed by the district except as required by federal or state law or as necessary to protect the employee's safety in the workplace. The employee shall be notified before any authorized disclosure. (Labor Code 230)

Every six months after the date of the certification, the Superintendent or designee may request recertification of the employee's status as a victim of domestic violence, sexual assault, or stalking or ongoing circumstances related to the crime or abuse. The employee shall notify the Superintendent or designee if, due to changing circumstances, the employee needs a new accommodation or no longer needs an accommodation. (Labor Code 230)

EMPLOYEE SECURITY (continued)

The district shall not retaliate against an employee because of the employee's status as a victim of crime or abuse or for requesting a reasonable accommodation, regardless of whether the request was granted. (Labor Code 230)

Use of Pepper Spray

Note: The following **optional** section may be revised to reflect district practice. **See the accompanying Board policy for further information and the Board's determination to allow or disallow, with certain exceptions, the possession of pepper spray on school property or at school activities.**

The Superintendent or designee shall notify employees of the district's policy prohibiting the possession of pepper spray on school property or at school-related activities without prior approval of the Superintendent or designee. Employees wishing to carry pepper spray shall submit to the Superintendent or designee a written request setting forth the need for the pepper spray. The Superintendent or designee shall notify the employee in writing as to whether the request was approved or denied.

When approving an employee's request, the Superintendent or designee shall inform the employee of the following conditions:

1. The pepper spray shall be used only in self-defense **pursuant to Penal Code 22810**.

2. An employee who uses pepper spray other than in self-defense shall be subject to disciplinary action by the district and, in accordance with law, a fine and/or imprisonment.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

3. The pepper spray must be stored in a secure place and not be accessible to students or other individuals. Negligent storage of the pepper spray may subject the employee to disciplinary action.

(3/11 5/18) 6/21

Policy Reference UPDATE Service
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Regulation 4158: Employee Security

Status: ADOPTED

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

An employee may use reasonable and necessary force for self-defense or defense of another person, to quell a disturbance threatening physical injury to others or damage to property, or to obtain possession of weapons or other dangerous objects within the control of a student. (Education Code 44807, 49001)

An employee shall promptly report to the principal or other immediate supervisor any attack, assault, or physical threat made against him/her by a student or by any other individual in relation to the employee's performance of his/her duties, and any action the employee took in response. When appropriate, the employee and the principal or other immediate supervisor shall report the incident to law enforcement.

Reports of attack, assault, or threat shall be forwarded immediately to the Superintendent or designee.

Notice Regarding Student Offenses Committed While Under School Jurisdiction

The Superintendent or designee shall inform the teacher(s) of each student who, during the previous three school years, has engaged in or is reasonably suspected to have engaged in any act, except the possession or use of tobacco products, that would constitute a ground for suspension or expulsion as specified in AR 5144.1 - Suspension and Expulsion/Due Process. This information shall be based upon district records maintained in the ordinary course of business or records received from a law enforcement agency. (Education Code 49079)

Upon receiving a transfer student's record regarding acts committed by the student that resulted in his/her suspension or expulsion, the Superintendent or designee shall inform the student's teacher(s) that the student was suspended from school or expelled from his/her former district and of the act that resulted in the suspension or expulsion. (Education Code 48201)

Information received by teacher(s) shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher. (Education Code 49079)

Procedures to Maintain Confidentiality of Student Offenses

In order to maintain confidentiality when providing information about student offenses to counselors and teachers of classes/programs to which a student is assigned, the Superintendent or designee shall send the staff member a written notification that one of his/her students has committed an offense that requires his/her review of a student's file in the school office. This notice shall not name or otherwise identify the student. The staff member shall be asked to initial the notification and return it to the Superintendent or designee. He/she shall also initial the student's file when reviewing it in the school office.

Use of Pepper Spray

The Superintendent or designee shall notify employees of the district's policy prohibiting the possession of pepper spray on school property or at school-related activities without prior approval of the Superintendent or designee. Employees wishing to carry pepper spray shall submit to the Superintendent or designee a written request setting forth the need for the pepper spray. The Superintendent or designee shall notify the employee in writing as to whether the request was approved or denied.

When approving an employee's request, the Superintendent or designee shall inform the employee of the following conditions:

1. The pepper spray shall be used only in self-defense.

2. An employee who uses pepper spray other than in self-defense shall be subject to disciplinary action by the district and, in accordance with law, a fine and/or imprisonment.

3. The pepper spray must be stored in a secure place and not be accessible to students or other individuals. Negligent storage of the pepper spray may subject the employee to disciplinary action.

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

State References	Description
CCP. 527.8	Workplace violence safety - https://simbli.eboardsolutions.com/SU/zzBhO3hWGUr7lplusYiDNCP8A==
Civ. Code 51.7	Freedom from violence or intimidation - https://simbli.eboardsolutions.com/SU/biK5w5xHjaslshApluscWXhrJ7ZQ==
Ed. Code 32210-32212	Willful disturbance, public schools or meetings
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 35208	Liability insurance
Ed. Code 35213	Reimbursement for loss or damage of personal property
Ed. Code 44014	Report of assault by pupil against school employee
Ed. Code 44807	Duty concerning conduct of students
Ed. Code 48201	Student records for transfer students who have been suspended/expelled
Ed. Code 48900-48926	Suspension and expulsion
Ed. Code 49079	Notification to teacher, student who has engaged in acts re: grounds suspension or expulsion
Ed. Code 49330-49335	Injurious objects
Gov. Code 3543.2	Scope of bargaining
Gov. Code 995-996.4	Defense of public employees
Pen. Code 22810	Purchase, possession, and use of tear gas
Pen. Code 240-246.3	Assault and battery
Pen. Code 241.3	Assault against school bus drivers
Pen. Code 241.6	Assault on school employee including board member
Pen. Code 243.3	Battery against school bus drivers
Pen. Code 243.6	Battery against school employee including board members
Pen. Code 245.5	Assault with deadly weapon against school employee including board member
Pen. Code 290	Registration of sex offenders
Pen. Code 601	Trespass by person making credible threat
Pen. Code 626-626.11	Crimes on school grounds
Pen. Code 646.9	Stalking
Pen. Code 71	Threatening public officers and employees and school officials
W&I Code 827	Juvenile court proceedings; reports; confidentiality
W&I Code 828.1	Disclosure of criminal records; protection of vulnerable staff & students

Management Resources References	Description
Court Decision	A.M. v. Albertsons, LLC, (2009) Cal.App.4th 455
Website	AASA The School Superintendents Association - https://simbli.eboardsolutions.com/SU/MOaF8AO8cslshSlfGc13QQoEQ==

Cross References	Description
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/ymrUEwzwRGOLmy5dybtyiw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/yqXemeWgpAB1z0mjDmESfw==

3320	Claims And Actions Against The District - https://simbli.eboardsolutions.com/SU/snI7UuC2a2TuCuBYc9Cslsh2g==
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3515	Campus Security - https://simbli.eboardsolutions.com/SU/pCh2U58n8XLo7sdGMLSujQ==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/DeifKNzy8ewCAslshHo7IKtHA==
3515.2	Disruptions - https://simbli.eboardsolutions.com/SU/GF8ydoNVfCW4zYYv5PkXpg==
3515.2	Disruptions - https://simbli.eboardsolutions.com/SU/NFzTA81FLqplus82yVmHQRriQ==
3515.3	District Police/Security Department - https://simbli.eboardsolutions.com/SU/ThjcPyO0ekUJ2UV3ySsQiQ==
3515.3	District Police/Security Department - https://simbli.eboardsolutions.com/SU/Z3Ivz9vxU2oiWyN9L92y6Q==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/KsmdzZgR1dWrqykgpaG2Kg==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/XswpsOM6AvMPamfzbI8Vug==
3515.7	Firearms On School Grounds - https://simbli.eboardsolutions.com/SU/DXNlpT9yDOcakygQyXu7Ig==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/Jq6plusqrzxnKCsHCplusF6tVuQw==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/hESWDzNlCVBL4CkwCS2oqQ==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/qmnHWuTOi4LdqkVTctFFPg==
4118	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/Xw5XXPOawh8lPBMM8ong8A==
4119.21	Professional Standards - https://simbli.eboardsolutions.com/SU/V3T4HFszBjOHIgMslshjNbc8g==
4119.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/mQy8e2IeTPMPiWOH1fNu7g==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/kJqyGLZ6NEslsht0VJCcrln0A==
4156.3	Employee Property Reimbursement - https://simbli.eboardsolutions.com/SU/FpzoH9q3fBVbYRyfhSslshE1A==
4157	Employee Safety - https://simbli.eboardsolutions.com/SU/7JiAshwQTfplusxslshjQJWPwfDQ==
4157	Employee Safety - https://simbli.eboardsolutions.com/SU/C1oIJMTu9uKyXLoFPi5KGQ==
4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/k8nuiD3Tt4tRNVM02yUplus4Q==
4218	Dismissal/Suspension/Disciplinary Action - https://simbli.eboardsolutions.com/SU/GUSwT3xmpPplusYjslshd8ehBu0A==
4219.21	Professional Standards - https://simbli.eboardsolutions.com/SU/4ECk7XUf2vAlK6WdWLchBw==
4219.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/xWKQ2uBAiN0fQuPmm52ynQ==

4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
4256.3	Employee Property Reimbursement - https://simbli.eboardsolutions.com/SU/eVqHNv2US3jXSslshN1syTJiw==
4257	Employee Safety - https://simbli.eboardsolutions.com/SU/plus9GbFtvVplus4RplusshED0Wi7Gg==
4257	Employee Safety - https://simbli.eboardsolutions.com/SU/aaQ0wxobQIebJBjW1aGtoQ==
4319.21	Professional Standards - https://simbli.eboardsolutions.com/SU/ePMKB68yqZCM4HYjmZ7WzQ==
4319.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/EMrErY6ZA7wnplusiidKreEuQ==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxgZfEw==
4356.3	Employee Property Reimbursement - https://simbli.eboardsolutions.com/SU/QOslsh9s8EuqdeRkmuIxslshb5dQ==
4357	Employee Safety - https://simbli.eboardsolutions.com/SU/SKefrjeaKkn5QQ7c970VTg==
4357	Employee Safety - https://simbli.eboardsolutions.com/SU/oFsJ9aWYbkRVbHwjVzuNqA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/FMMhDMxyEMsiZAVEslshLqbFg==
5125.2	Withholding Grades, Diploma Or Transcripts - https://simbli.eboardsolutions.com/SU/M4t47S8KUTzSplusIPyMLI2Aw==
5131.4	Student Disturbances - https://simbli.eboardsolutions.com/SU/zvGNUsTplusJZ9ldu4nMrJMVg==
5131.4	Student Disturbances - https://simbli.eboardsolutions.com/SU/eYRNPN71dua4LIcF91qU5w==
5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/EewqoEClK5UDQqEKcx0plusIA==
5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/1ua4GmBiqJVrDZxxZWNqLA==
5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/q3DyJG1cykCEbvwrC4GFrw==
5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/2SKcqtAzQIvlXs6uFEYUKQ==
5144	Discipline - https://simbli.eboardsolutions.com/SU/AFcRplusAycuwgNfvAG4HFOow==
5144	Discipline - https://simbli.eboardsolutions.com/SU/34M9KfGtCjCMS4JEEYCs4w==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/fGeSjWun3Qmomh2esIT8pQ==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/H9XqUCTnawzYMnWhyVliBg==
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities) - https://simbli.eboardsolutions.com/SU/nL0DpcyT7kslshdh7plusRuH8oow==

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

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

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF NEW AND REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS - 5000 SERIES

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

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

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

- Revised BP/AR 5141.4 - Child Abuse Prevention and Reporting
- Revised BP/AR 5141.52 - Suicide Prevention
- New BP/AR 5142.2 - Safe Routes to School Program
- Revised BP 5145.12 - Search and Seizure
- Revised BP 5145.9 - Hate-Motivated Behavior
- Revised BP/AR 5148 - Child Care and Development.

RECOMMENDATION:
Approve First Reading and Adoption of New & Revised Board Policies and Administrative Regulations - 5000 series: Revised BP/AR 5141.4 - Child Abuse Prevention and Reporting, Revised BP/AR 5141.52 - Suicide Prevention, New BP/AR 5142.2 - Safe Routes to School Program, Revised BP 5145.12 - Search and Seizure, Revised BP 5145.9 - Hate-Motivated Behavior and Revised BP/AR 5148 - Child Care and Development.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2021-2022 Budget? ☐ Yes ☐ No

Requisition #

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

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

5000 SERIES

Board Policy 5141.4 - Child Abuse Prevention and Reporting

Board policy updated to clarify that districts are not required, but are authorized, to include age-appropriate and culturally sensitive child abuse prevention curriculum in the instructional program, add material regarding displaying posters on campus notifying students of the appropriate telephone number to call to report child abuse or neglect, include the requirement for student identifications cards for students in grades 7-12 to include the National Domestic Hotline telephone number, and clarify that the training regarding duties of mandated reporters be according to law and administrative regulation.

Administrative Regulation 5141.4 - Child Abuse Prevention and Reporting

Regulation updated to reflect **NEW LAW (AB 1145, 2020)** which amends the definition of sexual assault for purposes of mandated reporting to not include voluntary conduct in violation of Penal Code 286, 287, or 289 (sodomy, oral copulation, or sexual penetration) if there are no indicators of abuse unless such conduct is between a person who is 21 years of age or older and a minor who is under 16 years of age. Regulation also adds licensees of licensed child day care facilities to the list of mandated reporters, reflects that the California Department of Justice form is now titled BCIA 8572, clarifies that when a staff member or volunteer aide is selected by a child to be present at an interview where child abuse is being investigated that the principal or designee inform the person of specified requirements prior to the interview, and reflects **NEW STATE REGULATION (Register 2020, No. 21)** which authorizes parents/guardians of special education students to file a complaint with CDE for safety concerns that interfere with the provision of a free appropriate public education pursuant to 5 CCR 3200-3205 rather than through uniform complaint procedures.

Board Policy 5141.52 - Suicide Prevention

Policy updated to expand material regarding stakeholder engagement and best practices for suicide prevention, intervention, and postvention, and for consistency with CDE's Model Youth Suicide Prevention Policy, including an enhanced list of participants for staff development, the importance of resiliency skills to student instruction, the review of materials and resources for alignment with safe and effective messaging, information to be provided to parents/guardians and caregivers, and the establishment of district and/or school site crisis intervention team(s). Policy also updated to clarify that the policy may be reviewed more frequently than the five-year review requirement of law, and that district data pertaining to reports of suicidal ideation, attempts, or death and data that reflect school climate be periodically reviewed to aid in program development.

Administrative Regulation 5141.52 - Suicide Prevention

Regulation updated to expand the section on "Staff Development" by adding to the list of participants for suicide prevention training, topics to be included in such training, and additional professional development for specified groups and to enhance the section on "Instruction" by adding to the list of topics to be taught and authorizing the development and implementation of school activities that raise awareness about mental health wellness and suicide prevention. Regulation also updated to include, for districts that have crisis intervention teams, the contact information for district and/or school site crisis intervention team members, add that school counselors may disclose a student's personal information to report child abuse and neglect as required by law, and include providing comfort to a student who has attempted or threatened to attempt suicide.

NEW - Board Policy 5142.2 - Safe Routes to School Program

Policy updated to clarify potential liability issues, recognize that active transportation positively impacts student achievement, add material regarding equitable access and opportunity to participate in the district's safe routes to school program, and update information about state and federal grant programs.

NEW - Administrative Regulation 5142.2 - Safe Routes to School Program

Regulation updated to reflect current strategies recommended by the U.S. Department of Transportation's Federal Highway Administration and National Center for Safe Routes to School to improve student safety along routes to school and to promote walking, bicycling, and forms of active transport to school. Regulation adds that active transportation positively impacts student achievement; clarifies that offering driver safety information to high school students, parents/guardians, and the community promotes safety around school campuses and routes; and adds strategies related to emerging technologies that

aid in the prevention and mitigation of accidents, emergency response in managing injuries after an accident occurs, and equity, such that resources are distributed in a manner that provides safe access and participation in an equitable manner.

Board Policy 5145.12 - Search and Seizure

Policy updated to reflect court decision upholding a school policy that called for limited searches without individualized suspicion if students left campus and returned in the middle of the day. Policy also updated to reflect law which places restrictions on searches of electronic devices such as cellular phones, court decision regarding searches of lockers without individualized suspicion, and court decision upholding policy of random weapons screening with a handheld metal detector.

Board Policy 5145.9 - Hate-Motivated Behavior

Policy updated to bolster the governing board's commitment to providing a respectful, inclusive, and safe learning environment, including adding a definition of hate-motivated behavior which incorporates a list of characteristics which may motivate prohibited behavior, reflecting the importance of celebrating diversity, enhancing the list of topics for student instruction and staff development, adding material regarding regularly occurring staff training, and including student and staff discipline for engaging in hate-motivated behavior. Policy also updated to include the requirement to post the policy in a prominent location on the district's web site and add that, in addition to other staff listed, complaints may be reported to the district's compliance officer.

Board Policy 5148 - Child Care and Development

Policy updated to reflect **NEW LAW (SB 98, 2020)** which transfers responsibility for state administration of child care and development programs from CDE to the California Department of Social Services (CDSS) effective July 1, 2021. Information about the Child Care Facilities Revolving Fund deleted as the fund is no longer operative. Policy also reflects **NEW STATE REGULATIONS (Register 2020, No. 21)** which retain the requirement to refer health and safety complaints regarding licensed child care and development programs to CDSS but eliminate the requirement that complaints regarding a license-exempt facility be referred to a Child Development regional administrator.

Administrative Regulation 5148 - Child Care and Development

Regulation updated to reflect **NEW LAW (SB 98, 2020)** which transfers responsibility for state administration of child care and development programs from CDE to CDSS effective July 1, 2021. Regulation also contains information about the delay, due to COVID-19, of CDSS' adoption of regulations implementing a new, single license for infant, toddler, preschool, and school-age child care programs. References to the Desired Results Developmental Profile made more general to account for possible future changes in program requirements. New section on "Health and Safety" adds requirement for licensed centers to test drinking water for lead contamination between January 1, 2020 and January 1, 2023 if the building was constructed before January 1, 2010, and to notify parents/guardians of the test results. Section on "Health Examination and Immunizations" expanded to reflect the requirement that a child care center may only accept a medical exemption request that is made on an electronic, standardized form developed by the California Department of Public Health.

CSBA Sample

REVISED

Board Policy

Students BP 5141.4(a)

CHILD ABUSE PREVENTION AND REPORTING

The Governing Board is committed to supporting the safety and well-being of district students and desires to facilitate the prevention of and response to child abuse and neglect. The Superintendent or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect.

The Superintendent or designee may provide a student who is a victim of abuse with school-based mental health services or other support services and/or may refer the student to resources available within the community as needed.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 5141.5 - Mental Health)
(cf. 5141.6 - School Health Services)
(cf. 6164.2 - Guidance/Counseling Services)

Child Abuse Prevention

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

~~Education Code 51220.5 specifies that the district's course of study for grades 7 and/or 8 may include parenting skills education, including instruction on child abuse and neglect; see AR 6143 - Courses of Study.~~

The district's instructional program ~~shall include~~ **may provide** age-appropriate and culturally sensitive child abuse prevention curriculum. ~~This curriculum shall~~ **which** explain**s** students' right to live free of abuse, include**s** instruction in the skills and techniques needed to identify unsafe situations and react appropriately and promptly, inform**s** students of available support resources, and teach**es** students how to obtain help and disclose incidents of abuse.

(cf. 6142.8 - Comprehensive Health Education)
(cf. 6143 - Courses of Study)

Note: The following paragraph is **optional**. Education Code 51900.6~~, as added by AB 2016 (Ch. 809, Statutes of 2014),~~ authorizes districts to provide age-appropriate instruction in sexual abuse and sexual assault awareness and prevention in grades K-12, provided that students are allowed to be excused from such instruction upon the written request of their parents/guardians. It also requires the State Board of Education and Superintendent of Public Instruction to consider addressing these issues in the next revision of the state health education content standards and curriculum framework.

The district's program also may include age-appropriate curriculum in sexual abuse and sexual assault awareness and prevention. Upon written request of a student's parent/guardian, the student shall be excused from taking such instruction. (Education Code 51900.6)

CHILD ABUSE PREVENTION AND REPORTING (continued)

Note: Pursuant to Education Code 33133.5, posters notifying students of the appropriate telephone number to call to report child abuse or neglect are available on the California Department of Education's web site in five languages. Education Code 33133.5 encourages districts to post the appropriate version or versions of the poster in an area of the school where students frequently congregate.

The Superintendent or designee may display posters, in areas on campus where students frequently congregate, notifying students of the appropriate telephone number to call to report child abuse or neglect. (Education Code 33133.5)

Note: The following paragraph is for use by districts that serve students in grades 7-12. Education Code 215.5 requires districts that issue or reissue student identification cards to have the telephone number of the National Domestic Violence Hotline (1-800-799-7233) printed on either side of student identification cards.

In addition, student identification cards for students in grades 7-12 shall include the National Domestic Violence Hotline telephone number. (Education Code 215.5)

(cf. 5142 - Safety)

The Superintendent or designee shall, to the extent feasible, seek to incorporate community resources into the district's child abuse prevention programs and may use these resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.

Child Abuse Reporting

Note: The Child Abuse and Neglect Reporting Act (Penal Code 11164-11174.3) identifies persons who are mandated to report known or suspected child abuse or neglect and establishes procedures for filing a report; see the accompanying administrative regulation.

The Superintendent or designee shall establish procedures for the identification and reporting of known and suspected child abuse and neglect in accordance with law.

(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

Procedures for reporting child abuse shall be included in the district and/or school comprehensive safety plan. (Education Code 32282)

(cf. 0450 - Comprehensive Safety Plan)

Note: Education Code 44252~~, as amended by AB 2560 (Ch. 110, Statutes of 2014),~~ requires that teachers applying to the Commission on Teacher Credential**ing** for a new credential or a renewal of their credential read and sign a statement that they understand the duties imposed on them as mandated reporters pursuant to Penal Code 11164-11174.3.

CHILD ABUSE PREVENTION AND REPORTING (continued)

District employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect.

Note: ~~As amended by AB 1432 (Ch. 797, Statutes of 2014),~~ Education Code 44691 and Penal Code 11165.7 require districts to annually train their employees regarding the duties of mandated reporters; see the accompanying administrative regulation. However, pursuant to Penal Code 11165.7, a lack of training does not excuse any mandated reporter from the duty to report suspected child abuse and neglect.

The Superintendent or designee shall provide training regarding the duties of mandated reporters **as required by law and as specified in the accompanying administrative regulation**. **(Education Code 44691; Penal Code 11165.7)**

Legal Reference:

EDUCATION CODE
215.5 Student identification cards with National Domestic Violence Hotline telephone number
*32280-**32289.5** ~~32289.8~~ Comprehensive school safety plans*
33133.5 Posters of telephone number for students to report child abuse or neglect
33195 Heritage schools, mandated reporters
33308.1 Guidelines on procedure for filing child abuse complaints
44252 Teacher credentialing
44691 Staff development in the detection of child abuse and neglect
44807 Duty concerning conduct of students
48906 Notification when student released to peace officer
48987 Dissemination of reporting guidelines to parents
49001 Prohibition of corporal punishment
51220.5 Parenting skills education
*51900.6 Sexual abuse and sexual assault awareness and prevention **instruction***
CODE OF CIVIL PROCEDURE
340.1 Damages suffered as a result of childhood sexual abuse
PENAL CODE
152.3 Duty to report murder, rape, or lewd or lascivious act
*273a Willful**ly** ~~cruelty or~~ **causing** unjustifiable **pain or mental suffering** ~~punishmen~~t of child; endangering life or health*
286 Crime of sodomy
287 Crime of oral copulation
288 Definition of lewd or lascivious act requiring reporting
289 Crime of sexual penetration
11164-11174.3 Child Abuse and Neglect Reporting Act
WELFARE AND INSTITUTIONS CODE
15630-15637 Dependent adult abuse reporting
CODE OF REGULATIONS, TITLE 5

3200-3205 ~~*4650*~~ *Filing complaints with CDE; special education students*
UNITED STATES CODE, TITLE 42
11434a McKinney-Vento Homeless Assistance Act; definitions
COURT DECISIONS
Camreta v. Greene (2011) 131 S.Ct. 2020

Management Resources: (see next page)

CHILD ABUSE PREVENTION AND REPORTING (continued)

Management Resources:

CSBA PUBLICATIONS
Why Schools Hold the Promise for Adolescent Mental Health, Governance Brief, May 2019
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve
Health Framework for California Public Schools, Kindergarten Through Grade Twelve
WEB SITES
California Attorney General's Office, Suspected Child Abuse Report Form: ~~*http://www.ag.ca.gov/childabuse/pdf/ss_8572.pdf*~~ ***https://oag.ca.gov/sites/all/files/agweb/pdfs/childabuse/ss_8572.pdf***
California Department of Education, ***Child Abuse Prevention Training and Resources*** ~~*Safe Schools*~~*:*
http://www.cde.ca.gov/ls/ss/ap
California Department of Social Services, ***Information Resources Guide*** ~~*Children and Family Services Division*~~*:*
http://www.childsworld.ca.gov
U.S. Department of Health and Human Services, Child Welfare Information Gateway: ~~*https://www.childwelfare.gov/can*~~ ***https://www.childwelfare.gov***

(11/04 12/14) 6/21

Policy Reference UPDATE Service
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Policy 5141.4: Child Abuse Prevention And Reporting

Status: ADOPTED

Original Adopted Date: 06/13/2019 **| Last Reviewed Date:** 06/13/2019

The Board of Education is committed to supporting the safety and well-being of district students and desires to facilitate the prevention of and response to child abuse and neglect. The Superintendent or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect.

The Superintendent or designee may provide a student who is a victim of abuse with school-based mental health services or other support services and/or may refer the student to resources available within the community as needed.

Child Abuse Reporting

The Superintendent or designee shall establish procedures for the identification and reporting of known and suspected child abuse and neglect in accordance with law.

Procedures for reporting child abuse shall be included in the district and/or school comprehensive safety plan. (Education Code 32282)

District employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect.

The Superintendent or designee shall provide training regarding the duties of mandated reporters.

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

State References	Description
5 CCR 4650	Filing complaints with CDE, special education students
Ed. Code 32280-32289	School safety plans
Ed. Code 33195	Heritage schools, mandated reporters
Ed. Code 33308.1	Guidelines on procedure for filing child abuse complaints
Ed. Code 44252	Teacher credentialing
Ed. Code 44691	Information on detection of child abuse
Ed. Code 44807	Duty concerning conduct of students
Ed. Code 48906	Notification of release of student to peace officer
Ed. Code 48987	Child abuse guidelines
Ed. Code 49001	Prohibition of corporal punishment
Ed. Code 51220.5	Parenting skills and education
Ed. Code 51900.6	Sexual abuse and sexual assault awareness and prevention
Pen. Code 11164-11174.3	Child Abuse and Neglect Reporting Act
Pen. Code 152.3	Duty to report murder, rape, or lewd or lascivious act
Pen. Code 273a	Willful cruelty or unjustifiable punishment of child; endangering life or health
Pen. Code 288	Definition of lewd or lascivious act requiring reporting
W&I Code 15630-15637	Dependent adult abuse reporting

Federal References	Description
42 USC 11434a	Education for homeless children and youths

Management Resources References	Description
California Department of Education Publication	01-05 Guidelines for Piloting Textbooks and Instructional Materials, rev. January 2015
Court Decision	A.M. v. Albertsons, LLC, (2009) Cal.App.4th 455
Website	AASA The School Superintendents Association - https://simbli.eboardsolutions.com/SU/MOaF8AO8cslshSlfGc13QQoEQ==

Cross References	Description
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/ymrUEwzwRGOLmy5dybtyiw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/yqXemeWgpAB1z0mjDmESfw==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/SiSNfRBcgke1plusJnTsbDR8w==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/md8slshPOqbUWsBaJbY15B4plusQ==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/jIslshWyG1myr3r3LT6ybplus88A==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/7jLpO3olzZyV5UFW73rM7w==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/KHDTJl8HmlBe0f7J3EQJrw==
1312.3-E(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/kSrAwY7oJ7SKiyJfslsh6cAjg==
1312.3-E(2)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/7HzXF8QLn2iLE3tplusW51BUg==
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/zP9eNCslshlhcPcKReyWt0R0w==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/Jq6plusqrzxnKCsHCplusF6tVuQw==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/hESWDzNlCVBL4CkwCS2oqQ==
4112.6	Personnel Files - https://simbli.eboardsolutions.com/SU/emYqUlClLEpQ3N9wg0E4Bg==
4119.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/loKsqVRTwKEYctzGA4g2slshw==
4127	Temporary Athletic Team Coaches - https://simbli.eboardsolutions.com/SU/plusuuM4Rpjn5oslshQLHCbHplusKag==
4127	Temporary Athletic Team Coaches - https://simbli.eboardsolutions.com/SU/7HusGOWBHncmUJ3ojzr8wg==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/kJqyGLZ6NEslsht0VJCcrln0A==
4212.6	Personnel Files - https://simbli.eboardsolutions.com/SU/uNiu75vyJXMvsclI7slshOVGg==
4219.21	Professional Standards - https://simbli.eboardsolutions.com/SU/4ECk7XUf2vAlK6WdWLchBw==
4219.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/xWKQ2uBAiN0fQuPmm52ynQ==
4219.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/VKlylb8yQYv7slsh2ZhEh1qmg==

4227	Temporary Athletic Team Coaches - https://simbli.eboardsolutions.com/SU/v3Hbkozutq28pFZBu5M0ug==
4227	Temporary Athletic Team Coaches - https://simbli.eboardsolutions.com/SU/t6ropFBElwoYCslshfTOGL1aQ==
4312.6	Personnel Files - https://simbli.eboardsolutions.com/SU/slshQ37eOVLFslshfF0try0wpUNA==
4317.7	Employment Status Reports - https://simbli.eboardsolutions.com/SU/ovcfmRGXCBFK62N2d8mEIA==
4319.21	Professional Standards - https://simbli.eboardsolutions.com/SU/ePMKB68yqZCM4HYjmZ7WzQ==
4319.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/EMrErY6ZA7wnplusiidKreEuQ==
4319.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/BRu9J71Or7e3MtrWoiwxCA==
4327	Temporary Athletic Team Coaches - https://simbli.eboardsolutions.com/SU/0FM9ocCjarI5XQ36nHlNHg==
4327	Temporary Athletic Team Coaches - https://simbli.eboardsolutions.com/SU/SslJzq8aKMgzzsWLRU9YlA==
5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/EewqoEClK5UDQqEKcx0plusIA==
5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/1ua4GmBiqJVrDZxxZWNqLA==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/N919anQeH38BWXoyqJ6Iw==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/fxfSgg26spJuspcVt4zX6A==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/KzxmngnveoordTPegwXZQg==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/VIA77L2HdAhqEqPt4plusWb0Q==
5142	Safety - https://simbli.eboardsolutions.com/SU/ISJ9nGnYOiMYI2pD60k02A==
5142	Safety - https://simbli.eboardsolutions.com/SU/SjoP4JM2HsDNDslshVqZXOKTw==
5144	Discipline - https://simbli.eboardsolutions.com/SU/AFcRplusAycuwgNfvAG4HFOow==
5144	Discipline - https://simbli.eboardsolutions.com/SU/34M9KfGtCjCMS4JEEYCs4w==
5145.11	Questioning And Apprehension By Law Enforcement - https://simbli.eboardsolutions.com/SU/XplusZplus5ZnXfeJGAEHovnlgyQ==
5145.13	Response To Immigration Enforcement - https://simbli.eboardsolutions.com/SU/HrCj1lQplusf445eslsh3plus9b8PXg==
5145.13	Response To Immigration Enforcement - https://simbli.eboardsolutions.com/SU/R3FcYAwKSkHz7pO9Y0rQlQ==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/00NExJkgxdxvn59cG6hxslshg==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/H1TslshcOVjvTplusTFFslsh35CuG1Q==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/I8t8YmbBtflYImdwbnRbEw==

5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/PKu1VD5F78ewJR2U04xZ7Q==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/3slshq0kP6i01dIvoZMdFHCvA==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/x0hb3hkKicXv7wIr4CYoQg==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/0jslshf1lF2LPmZM3bXas7Xvg==

CSBA Sample
Administrative Regulation

Students AR 5141.4(a)

CHILD ABUSE PREVENTION AND REPORTING

Note: Pursuant to Education Code 44691, ~~as amended by AB 1432 (Ch. 797, Statutes of 2014),~~ the California Department of Education (CDE) is required to disseminate information to all school districts regarding the detection and reporting of child abuse and to provide guidance on the responsibilities of mandated reporters. See t~~he~~ CDE**'s** web site for information and resources.

Definitions

Child abuse or neglect includes the following: (Penal Code 11165.5, 11165.6)

1. A physical injury or death inflicted by other than accidental means on a child by another person

Note: **Pursuant to Penal Code 11165.1, as amended by AB 1145 (Ch. 180, Statutes of 2020), sexual assault does not include voluntary conduct in violation of Penal Code 286, 287, or 289 (sodomy, oral copulation, or sexual penetration) if there are no indicators of abuse, unless such conduct is between a person who is 21 years of age or older and a minor who is under 16 years of age.** ~~AB 1775 (Ch. 264, Statutes of 2014) amended Penal Code 11165.1 to revise the definition of sexual exploitation to also include knowingly downloading, streaming, or accessing through any electronic or digital media a film, photograph, videotape, video recording, negative, or slide in which a child is engaged in an act of obscene sexual conduct.~~

2. Sexual abuse of a child, including sexual assault or sexual exploitation, as defined in Penal Code 11165.1

3. Neglect of a child as defined in Penal Code 11165.2

4. Willful harming or injuring of a child or the endangering of the person or health of a child as defined in Penal Code 11165.3

5. Unlawful corporal punishment or injury as defined in Penal Code 11165.4

(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

Child abuse or neglect does not include:

1. A mutual affray between minors (Penal Code 11165.6)

2. An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of ~~his/her~~ employment (Penal Code **11165.5,** 11165.6)

(cf. 3515.3 - District Police/Security Department)

CHILD ABUSE PREVENTION AND REPORTING (continued)

Note: Education Code 44807 provides that physical control of a student under the conditions specified in item #3 below is not subject to criminal prosecution or penalties.

3. An injury resulting from the exercise by a teacher, vice principal, principal, or other certificated employee of the same degree of physical control over a student that a parent/guardian would be **legally** privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning (Education Code 44807)

4. An injury caused by a school employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, **for purposes of self-defense** ~~to protect himself/herself~~, or to obtain weapons or other dangerous objects within the control of a student (Education Code 49001)

(cf. 5131 - Conduct)
(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5144 - Discipline)
(cf. 6159.4 - Behavioral Interventions for Special Education Students)

5. Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by a student (Education Code 49001)

(cf. 6142.7 - Physical Education and Activity)
(cf. 6145.2 - Athletic Competition)

Note: Pursuant to Penal Code 11165.15, ~~as added by AB 652 (Ch. 486, Statutes of 2013),~~ the fact that a child is homeless or is classified as an unaccompanied minor, as defined in the federal McKinney-Vento Homeless Assistance Act (42 USC 11434a), is not, in and of itself, a sufficient basis for reporting child abuse or neglect.

6. Homelessness or classification as an unaccompanied minor (Penal Code 11165.15)

Note: The following definition of "mandated reporters" does not list non-school persons (e.g., physicians, clergy members) who are also mandated to report suspected child abuse or neglect and may be revised to reflect additional positions applicable to the district as specified in Penal Code 11165.7.

Penal Code 11165.7 clarifies that volunteers whose duties require direct contact with and supervision of children are not mandated reporters. However, the law encourages volunteers to obtain training in the identification and reporting of child abuse and neglect and to report known or suspected incidents of child abuse or neglect.

Mandated reporters include, but are not limited to, teachers; instructional aides; teacher's aides or assistants; classified employees; certificated pupil personnel employees; administrative officers or supervisors of child attendance; athletic coaches, administrators,

CHILD ABUSE PREVENTION AND REPORTING (continued)

and directors; **licensees,** administrators**,** and employees of a licensed child day care facility; Head Start **program** teachers; district police or security officers; licensed nurses or health care providers; and administrators, presenters, and counselors of a child abuse prevention program. (Penal Code 11165.7)

Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on **the person's** ~~his/her~~ training and experience, to suspect child abuse or neglect. However, *reasonable suspicion* does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect. (Penal Code 11166)

Reportable Offenses

Note: Penal Code 11166 specifies that a mandated reporter has a duty to report when acting in **a** ~~his/her~~ professional capacity or within the scope of employment. When a mandated reporter is acting in a private capacity, like other private citizens, ~~he/she has the discretion whether or not to make~~ **making** a report **is discretionary**.

A mandated reporter shall make a report using the procedures provided below whenever, **acting** in **a** ~~his/her~~ professional capacity or within the scope of ~~his/her~~ employment, ~~he/she~~ **the mandated reporter** has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. (Penal Code 11166)

Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage, based on evidence of severe anxiety, depression, withdrawal, or untoward aggressive behavior toward self or others, may make a report to the appropriate agency. (Penal Code **11165.9,** 11166.05, 11167)

Note: Pursuant to Penal Code 152.3, it **is** ~~may be~~ a misdemeanor, with specified exceptions, for a witness to not report a murder, rape, or lewd or lascivious act as defined in Penal Code 288 where the victim is under age 14. Persons who fail to report such offenses may be subject to a fine and/or imprisonment.

Any district employee who reasonably believes **to have** ~~that he/she has~~ observed the commission of a murder, rape, or lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury against a victim who is a child under age 14 shall notify a peace officer. (Penal Code 152.3, 288)

Responsibility for Reporting

The reporting duties of mandated reporters are individual and cannot be delegated to another person. (Penal Code 11166)

When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code 11166)

Note: Penal Code 11166.01 provides that it ~~may be~~ **is** a crime, punishable by a fine and/or imprisonment, for a supervisor or administrator to knowingly inhibit or impede a mandated reporter from making a report.

No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Penal Code 11166)

Any person not identified as a mandated reporter who has knowledge of or observes a child whom ~~he/she~~ **the person** knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency. (Penal Code 11166)

(cf. 1240 - Volunteer Assistance)

Reporting Procedures

1. Initial Telephone Report

Note: Penal Code 11165.9 specifies the agencies that are authorized to receive reports of suspected child abuse and neglect, as detailed in the following paragraph. The agency must accept a report even if it lacks subject matter or geographical jurisdiction to investigate the case; the agency is then responsible for referring the case to an agency with proper jurisdiction.

Immediately or as soon as practicable after knowing or observing suspected child abuse or neglect, a mandated reporter shall make an initial report by telephone to any police department (excluding a school district police/security department), sheriff's department, county probation department if designated by the county to receive such reports, or county welfare department. (Penal Code 11165.9, 11166)

Note: It is recommended that the district's administrative regulation include the name, address, and phone number of the appropriate agencies in its area **to whom reports should be made**.

Such reports shall be made to the following agency(ies):

(~~N~~**n**ame of appropriate agency)

(~~A~~**a**ddress)

(~~P~~**p**hone number)

Note: The following paragraph is **optional**.

When the initial telephone report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.

2. Written Report

Within 36 hours of knowing or observing the information concerning the incident, the mandated reporter shall ~~then~~ prepare and either send, fax, or electronically **transmit** ~~submit~~ to the appropriate agency a written follow-up report, which includes a completed **California** Department of Justice **(DOJ)** form (**BCIA**~~SS~~ 8572). (Penal Code 11166, 11168)

Note: Pursuant to Penal Code 11168, the **California** Department of Justice **(DOJ)** form shall be distributed by the police department, sheriff's department, county probation department, or county welfare department as appropriate and is available on the **DOJ's** ~~Department of Justice's~~ web site. It may also be made available at the district office or school site. The following **optional** paragraph should be revised to reflect district practice.

The **DOJ** ~~Department of Justice~~ form may be obtained from the district office or other appropriate agencies, such as the police **department,** ~~or~~ sheriff's department**, or** county probation or welfare department ~~or the police or sheriff's department~~.

Note: Penal Code 11167 requires the mandated reporter**'s** ~~to give his/her~~ name when reporting known or suspected child abuse. However, the reporter's name and the report are confidential and are only disclosed in limited circumstances provided by law.

Reports of suspected child abuse or neglect shall include, if known: (Penal Code 11167)

a. The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter

b. The child's name and address, present location, and, where applicable, school, grade, and class

c. The names, addresses, and telephone numbers of the child's parents/guardians

d. The name, address, telephone number, and other relevant personal information about the person**(s)** who might have abused or neglected the child

e. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information

The mandated reporter shall make a report even if some of this information is not known or is uncertain to **the mandated reporter** ~~him/her~~. (Penal Code 11167)

The mandated reporter may give to an investigator from an agency investigating the case, including a licensing agency, any information relevant to an incident of child abuse or neglect or to a report made for serious emotional damage pursuant to Penal Code 11166.05. (Penal Code 11167)

Note: Item #3 below is **optional** and may be revised to reflect district practice. Pursuant to Penal Code 11166, school districts may establish internal reporting procedures encouraging employees to notify supervisors and administrators of reports that are made. These internal procedures must not inhibit or impede immediate and direct reporting by employees to appropriate agencies**, direct an employee to allow the employee's supervisor to file or process a mandated report under any circumstances, or require any employee to disclose the employee's identity to the employer**. ~~Penal Code 11166 prohibits internal procedures from requiring the employee to make a report to the district or requiring that the identity of the mandated reporter be disclosed to the district.~~

3. Internal Reporting

The mandated reporter shall not be required to disclose **the mandated reporter's** ~~his/her~~ identity to ~~his/her~~ **a** supervisor, the principal, or the Superintendent or designee. (Penal Code 11166)

However, employees reporting child abuse or neglect to an appropriate agency are encouraged, but not required, to notify the principal as soon as possible after the initial telephone report to the appropriate agency. When so notified, the principal shall inform the Superintendent or designee.

The principal so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law, Board policy, and administrative regulation. At the mandated reporter's request, the principal may assist in completing and filing the necessary forms.

Reporting the information to an employer, supervisor, principal, school counselor, co-worker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code 11166)

Training

~~Note: As amended by AB 1432 (Ch. 797, Statutes of 2014), Education Code 44691 and Penal Code 11165.7 require districts to annually train their employees and any other mandated reporters working on their behalfregarding the duties of mandated reporters. Education Code 44691, as amended, also requires the CDE to develop an online training module to be provided to the California Department of Social Services for use by districts.~~

Within the first six weeks of each school year, **or within the first six weeks of employment if hired during the school year,** the Superintendent or designee shall provide training on mandated reporting requirements to district employees and persons working on their behalf who are mandated reporters. ~~Any school personnel hired during the school year shall receive such training within the first six weeks of employment.~~ (Education Code 44691; Penal Code 11165.7)

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Note: Education Code 44691 requires school districts to use the online training module provided by the California Department of Social Services **(CDSS), available on the CDSS web site**. However, if the online training module is not used, the Superintendent or designee is required to report to ~~the~~ CDE regarding the training being used in its place.

The Superintendent or designee shall use the online training module provided by the California Department of Social Services **(CDSS)**. (Education Code 44691)

The training shall include, but not necessarily be limited to, training in identification and reporting of child abuse and neglect. In addition, the training shall include information that failure to report an incident of known or reasonably suspected child abuse or neglect as required by law is a misdemeanor punishable by imprisonment and/or a fine as specified. (Education Code 44691; Penal Code 11165.7)

Note: Education Code 44691~~, as amended by AB 1432 (Ch. 797, Statutes of 2014),~~ requires districts to develop a process by which all persons required to receive training must provide proof of receiving the training (e.g., the use of a sign-in sheet, submission of a certificate of completion). The following paragraph may be revised to reflect district practice.

The Superintendent or designee shall obtain and retain proof of each mandated reporter's completion of the training. (Education Code 44691)

Note: The following **optional** paragraph may be revised to reflect district practice. Education Code 44691~~, as amended by AB 1058 (Ch. 748, Statutes of 2015),~~ encourages districts to provide training to all school employees, at least once every three years, on the prevention of child abuse on school grounds, by school personnel, or in school-sponsored programs. ~~As amended,~~ **Pursuant to** Education Code 44691**,** ~~also requires~~

~~the~~ CDE**'s web site includes** ~~to establish~~ best practices for prevention of abuse and ~~to provide~~ links ~~on its web site~~ to training resources.

In addition, at least once every three years, school personnel may receive training in the prevention of child abuse, including sexual abuse, on school grounds, by school personnel, or in school-sponsored programs. (Education Code 44691)

Victim Interviews by Social Services

Note: Penal Code 11174.3 authorizes a representative from ~~the Department of Social Services~~ **CDSS** or another government agency investigating suspected child abuse or neglect to interview a student during school hours, on school grounds, concerning a report of child abuse or neglect that occurred at home or in an out-of-home care facility. However, there is no clear guidance regarding the procedures to be followed if a social worker is accompanied by law enforcement. In Greene v. Camreta, the 9th Circuit Court of Appeals had ruled that, absent exigent circumstances, a social worker and sheriff could not question a student in school without obtaining a warrant, court order, or parent/guardian consent. Subsequently, that ruling was vacated by the U.S. Supreme Court on appeal (Camreta v. Greene) since the case was then moot. Districts should proceed with caution and consult ~~with~~ legal counsel as necessary.

Whenever ~~the Department of Social Services~~ **CDSS** or another government agency is investigating suspected child abuse or neglect that occurred within the child's home or out-of-home care facility, the student may be interviewed by an agency representative during school hours, on school premises. The Superintendent or designee shall give the student the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the student. (Penal Code 11174.3)

A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the principal or designee shall inform **the person** ~~him/her~~ of the following requirements **prior to the interview**: (Penal Code 11174.3)

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable **the child** ~~him/her~~ to be as comfortable as possible.

2. The selected person shall not participate in the interview.

3. The selected person shall not discuss the facts or circumstances of the case with the child.

4. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5.

If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)

Release of Child to Peace Officer

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse or neglect, the Superintendent or designee and/or principal shall not notify the parent/guardian, but rather shall provide the peace officer with the address and telephone number of the child's parent/guardian. (Education Code 48906)

(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)

Parent/Guardian Complaints

Note: Education Code 48987 requires the district**, upon request,** to disseminate guidelines~~, upon request,~~ **adopted by CDE** advising parents/guardians of procedures for filing child abuse complaints. ~~As required by Education Code 33308.1, the CDE has prepared sample guidelines for this purpose, which were updated in March 2014 and~~ Such **sample guidelines** are available on ~~the~~ CDE's web site.

Claims against the district for childhood sexual assault are governed by the timelines and procedures specified in Code of Civil Procedure 340.1; see AR 3320 - Claims and Actions Against the District.

Upon request, the Superintendent or designee shall provide parents/guardians with procedures for reporting suspected child abuse occurring at a school site to appropriate agencies. For parents/guardians whose primary language is not English, such procedures shall be in their primary language and, when communicating orally regarding those **guidelines and/or** procedures, an interpreter shall be provided.

To file a complaint against a district employee or other person suspected of child abuse or neglect at a school site, parents/guardians may file a report by telephone, in person, or in writing with any appropriate agency identified above under "Reporting Procedures." If a parent/guardian makes a complaint about an employee to any other employee, the employee receiving the information shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency. **The employee shall also file a report when obligated to do so pursuant to Penal Code 11166 using the procedures described above for mandated reporters.** ~~The employee also is obligated pursuant to Penal Code 11166 to file a report himself/herself using the procedures described above for mandated reporters.~~

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 3320 – Claims and Actions Against the District)

Note: **5 CCR 3201, as added by Register 2020, No. 21, authorizes p**~~P~~arents/guardians of special education students ~~also may~~ **to** file a complaint with ~~the~~ CDE as provided in the following paragraph. ~~The~~ CDE does not investigate allegations of child abuse or neglect, but may investigate conditions that may involve ~~immediate~~ physical **safety concerns as such concerns interfere with the provision of** ~~danger or threaten the health, safety, or welfare of the child and which may result in denial of~~ a free appropriate public education.

In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education pursuant to 5 CCR **3200-3205** ~~4650~~.

~~*(cf. 1312.3 - Uniform Complaint Procedures)*~~

Notifications

The Superintendent or designee shall provide to all new employees who are mandated reporters a statement that informs them of their status as mandated reporters, their reporting obligations
under Penal Code 11166, and their confidentiality rights under Penal Code 11167. The district also shall provide these new employees with a copy of Penal Code 11165.7, 11166, and 11167. (Penal Code 11165.7, 11166.5)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Before beginning employment, any person who will be a mandated reporter by virtue of **the person's** ~~his/her~~ position shall sign a statement indicating ~~that he/she has~~ knowledge of the reporting obligations under Penal Code 11166 and ~~will comply~~ **compliance** with ~~those~~ **such** provisions. The signed statement shall be retained by the Superintendent or designee. (Penal Code 11166.5)

Employees who work with dependent adults shall be notified of legal responsibilities and reporting procedures pursuant to Welfare and Institutions Code 15630-15637.

Note: The remainder of this section is **optional** and should be deleted by districts that do not provide these additional notifications.

The Superintendent or designee also shall notify all employees that:

1. A mandated reporter who reports a known or suspected instance of child abuse or neglect shall not be held civilly or criminally liable for making a report and this immunity shall apply even if the mandated reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of **the mandated reporter's** ~~his/her~~ professional capacity or outside the scope of ~~his/her~~ employment. Any other person making a report shall not incur civil or criminal liability unless it can be proven that **the person** ~~he/she~~ knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11172)

2. If a mandated reporter fails to timely report an incident of known or reasonably suspected child abuse or neglect, **the mandated reporter** ~~he/she~~ may be guilty of a crime punishable by a fine and/or imprisonment. (Penal Code 11166)

3. No employee shall be subject to any sanction by the district for making a report unless it can be shown that **the employee** ~~he/she~~ knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11166**, 11172**)

(12/14 5/16) 6/21

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Regulation 5141.4: Child Abuse Prevention And Reporting

Status: ADOPTED

Original Adopted Date: 06/13/2019 **| Last Reviewed Date:** 06/13/2019

Definitions

Child abuse or neglect includes the following: (Penal Code 11165.5, 11165.6)

1. A physical injury or death inflicted by other than accidental means on a child by another person
2. Sexual abuse of a child, including sexual assault or sexual exploitation, as defined in Penal Code 11165.1
3. Neglect of a child as defined in Penal Code 11165.2
4. Willful harming or injuring of a child or the endangering of the person or health of a child as defined in Penal Code 11165.3
5. Unlawful corporal punishment or injury as defined in Penal Code 11165.4

Child abuse or neglect does not include:

1. A mutual affray between minors (Penal Code 11165.6)
2. An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his/her employment (Penal Code 11165.6)
3. An injury resulting from the exercise by a teacher, vice principal, principal, or other certificated employee of the same degree of physical control over a student that a parent/guardian would be privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning (Education Code 44807)
4. An injury caused by a school employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, to protect himself/herself, or to obtain weapons or other dangerous objects within the control of a student (Education Code 49001)
5. Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by a student (Education Code 49001)
6. Homelessness or classification as an unaccompanied minor (Penal Code 11165.15)

Mandated reporters include, but are not limited to, teachers; instructional aides; teacher's aides or assistants; classified employees; certificated pupil personnel employees; administrative officers or supervisors of child attendance; athletic coaches, administrators, and directors; administrators and employees of a licensed child day care facility; Head Start teachers; district police or security officers; licensed nurses or health care providers; and administrators, presenters, and counselors of a child abuse prevention program. (Penal Code 11165.7)

Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse or neglect. However, reasonable suspicion does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect. (Penal Code 11166)

Reportable Offenses

A mandated reporter shall make a report using the procedures provided below whenever, in his/her professional capacity or within the scope of his/her employment, he/she has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. (Penal Code 11166)

Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage, based on evidence of severe anxiety, depression, withdrawal, or untoward aggressive behavior toward self or others, may make a report to the appropriate agency. (Penal Code 11166.05, 11167)

Any district employee who reasonably believes that he/she has observed the commission of a murder, rape, or lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury against a victim who is a child under age 14 shall notify a peace officer. (Penal Code 152.3, 288)

Responsibility for Reporting

The reporting duties of mandated reporters are individual and cannot be delegated to another person. (Penal Code 11166)

When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code 11166)

No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Penal Code 11166)

Any person not identified as a mandated reporter who has knowledge of or observes a child whom he/she knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency. (Penal Code 11166)

Reporting Procedures

1. Initial Telephone Report

   Immediately or as soon as practicable after knowing or observing suspected child abuse or neglect, a mandated reporter shall make an initial report by telephone to any police department (excluding a school district police/security department), sheriff's department, county probation department if designated by the county to receive such reports, or county welfare department. (Penal Code 11165.9, 11166)

   Child Welfare Services
   303 H St., Suite 201
   Chula Vista, CA 91910
   (619) 585-5290

2. Within 36 hours of knowing or observing the information concerning the incident, the mandated reporter shall then prepare and either send, fax, or electronically submit to the appropriate agency a written follow-up report, which includes a completed Department of Justice form (SS 8572). (Penal Code 11166, 11168)

   Reports of suspected child abuse or neglect shall include, if known: (Penal Code 11167)

   a. The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter

   b. The child's name and address, present location, and, where applicable, school, grade, and class

   c. The names, addresses, and telephone numbers of the child's parents/guardians

   d. The name, address, telephone number, and other relevant personal information about the person who might have abused or neglected the child

   e. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information

      The mandated reporter shall make a report even if some of this information is not known or is uncertain to him/her. (Penal Code 11167)

      The mandated reporter may give to an investigator from an agency investigating the case, including a licensing agency, any information relevant to an incident of child abuse or neglect or to a report made for serious emotional damage pursuant to Penal Code 11166.05. (Penal Code 11167)

3. Internal Reporting

The mandated reporter shall not be required to disclose his/her identity to his/her supervisor, the principal, or the Superintendent or designee. (Penal Code 11166)

However, employees reporting child abuse or neglect to an appropriate agency are encouraged, but not required, to notify the principal as soon as possible after the initial telephone report to the appropriate agency. When so notified, the principal shall inform the Superintendent or designee.

The principal so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law, Board policy, and administrative regulation. At the mandated reporter's request, the principal may assist in completing and filing the necessary forms.

Reporting the information to an employer, supervisor, principal, school counselor, co-worker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code 11166)

Training

Within the first six weeks of each school year, the Superintendent or designee shall provide training on mandated reporting requirements to district employees and persons working on their behalf who are mandated reporters. Any school personnel hired during the school year shall receive such training within the first six weeks of employment. (Education Code 44691; Penal Code 11165.7)

The Superintendent or designee shall use the online training module approved or provided by the California Department of Social Services. (Education Code 44691)

The training shall include, but not necessarily be limited to, training in identification and reporting of child abuse and neglect. In addition, the training shall include information that failure to report an incident of known or reasonably suspected child abuse or neglect as required by law is a misdemeanor punishable by imprisonment and/or a fine as specified. (Education Code 44691; Penal Code 11165.7)

The Superintendent or designee shall obtain and retain proof of each mandated reporter's completion of the training. (Education Code 44691)

In addition, at least once every three years, school personnel may receive training in the prevention of child abuse, including sexual abuse, on school grounds, by school personnel, or in school-sponsored programs. (Education Code 44691)

Victim Interviews by Social Services

Whenever the Department of Social Services or another government agency is investigating suspected child abuse or neglect that occurred within the child's home or out-of-home care facility, the student may be interviewed by an agency representative during school hours, on school premises. The Superintendent or designee shall give the student the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the student. (Penal Code 11174.3)

A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the Superintendent or designee shall inform him/her of the following requirements: (Penal Code 11174.3)

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable him/her to be as comfortable as possible.

2. The selected person shall not participate in the interview.

3. The selected person shall not discuss the facts or circumstances of the case with the child.

4. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5.

If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)

Release of Child to Peace Officer

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse or neglect, the

Superintendent or designee and/or principal shall not notify the parent/guardian, but rather shall provide the peace officer with the address and telephone number of the child's parent/guardian. (Education Code 48906)

Parent/Guardian Complaints

Upon request, the Superintendent or designee shall provide parents/guardians with procedures for reporting suspected child abuse occurring at a school site to appropriate agencies. For parents/guardians whose primary language is not English, such procedures shall be in their primary language and, when communicating orally regarding those procedures, an interpreter shall be provided.

To file a complaint against a district employee or other person suspected of child abuse or neglect at a school site, parents/guardians may file a report by telephone, in person, or in writing with any appropriate agency identified above under "Reporting Procedures." If a parent/guardian makes a complaint about an employee to any other employee, the employee receiving the information shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency. The employee also is obligated pursuant to Penal Code 11166 to file a report himself/herself using the procedures described above for mandated reporters.

In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education pursuant to 5 CCR 4650.

Notifications

The Superintendent or designee shall provide to all new employees who are mandated reporters a statement that informs them of their status as mandated reporters, their reporting obligations under Penal Code 11166, and their confidentiality rights under Penal Code 11167. The district also shall provide these new employees with a copy of Penal Code 11165.7, 11166, and 11167. (Penal Code 11165.7, 11166.5)

Before beginning employment, any person who will be a mandated reporter by virtue of his/her position shall sign a statement indicating that he/she has knowledge of the reporting obligations under Penal Code 11166 and will comply with those provisions. The signed statement shall be retained by the Superintendent or designee. (Penal Code 11166.5)

Employees who work with dependent adults shall be notified of legal responsibilities and reporting procedures pursuant to Welfare and Institutions Code 15630-15637.

The Superintendent or designee also shall notify all employees that:

1. A mandated reporter who reports a known or suspected instance of child abuse or neglect shall not be held civilly or criminally liable for making a report and this immunity shall apply even if the mandated reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of his/her professional capacity or outside the scope of his/her employment. Any other person making a report shall not incur civil or criminal liability unless it can be proven that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11172)

2. If a mandated reporter fails to timely report an incident of known or reasonably suspected child abuse or neglect, he/she may be guilty of a crime punishable by a fine and/or imprisonment. (Penal Code 11166)

3. No employee shall be subject to any sanction by the district for making a report unless it can be shown that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11166)

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

State References	Description
5 CCR 4650	Filing complaints with CDE, special education students
Ed. Code 32280-32289	School safety plans
Ed. Code 33195	Heritage schools, mandated reporters
Ed. Code 33308.1	Guidelines on procedure for filing child abuse complaints

Ed. Code 44252	Teacher credentialing
Ed. Code 44691	Information on detection of child abuse
Ed. Code 44807	Duty concerning conduct of students
Ed. Code 48906	Notification of release of student to peace officer
Ed. Code 48987	Child abuse guidelines
Ed. Code 49001	Prohibition of corporal punishment
Ed. Code 51220.5	Parenting skills and education
Ed. Code 51900.6	Sexual abuse and sexual assault awareness and prevention
Pen. Code 11164-11174.3	Child Abuse and Neglect Reporting Act
Pen. Code 152.3	Duty to report murder, rape, or lewd or lascivious act
Pen. Code 273a	Willful cruelty or unjustifiable punishment of child; endangering life or health
Pen. Code 288	Definition of lewd or lascivious act requiring reporting
W&I Code 15630-15637	Dependent adult abuse reporting

Federal References	**Description**
42 USC 11434a	Education for homeless children and youths

Management Resources References	**Description**
California Department of Education Publication	01-05 Guidelines for Piloting Textbooks and Instructional Materials, rev. January 2015
Court Decision	A.M. v. Albertsons, LLC, (2009) Cal.App.4th 455
Website	AASA The School Superintendents Association - https://simbli.eboardsolutions.com/SU/MOaF8AO8cslshSlfGc13QQoEQ==

Cross References	**Description**
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/ymrUEwzwRGOLmy5dybtyiw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/yqXemeWgpAB1z0mjDmESfw==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/SiSNfRBcgke1plusJnTsbDR8w==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/md8slshPOqbUWsBaJbY15B4plusQ==
1312.1	Complaints Concerning District Employees - https://simbli.eboardsolutions.com/SU/jlslshWyG1myr3r3LT6ybplus88A==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/7jLpO3olzZyV5UFW73rM7w==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/KHDTJl8HmlBe0f7J3EQJrw==
1312.3-E(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/kSrAwY7oJ7SKiyJfslsh6cAjg==
1312.3-E(2)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/7HzXF8QLn2iLE3tplusW51BUg==
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/zP9eNCslshlhcPcKReyWt0R0w==

3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/Jq6plusqrzxnKCsHCplusF6tVuQw==
3530	Risk Management/Insurance - https://simbli.eboardsolutions.com/SU/hESWDzNlCVBL4CkwCS2oqQ==
4112.6	Personnel Files - https://simbli.eboardsolutions.com/SU/emYqUlClLEpQ3N9wg0E4Bg==
4119.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/loKsqVRTwKEYctzGA4g2slshw==
4127	Temporary Athletic Team Coaches - https://simbli.eboardsolutions.com/SU/plusuuM4Rpjn5oslshQLHCbHplusKag==
4127	Temporary Athletic Team Coaches - https://simbli.eboardsolutions.com/SU/7HusGOWBHncmUJ3ojzr8wg==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/kJqyGLZ6NEslsht0VJCcrln0A==
4212.6	Personnel Files - https://simbli.eboardsolutions.com/SU/uNiu75vyJXMvsclI7slshQVGg==
4219.21	Professional Standards - https://simbli.eboardsolutions.com/SU/4ECk7XUf2vAlK6WdWLchBw==
4219.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/xWKQ2uBAiN0fQuPmm52ynQ==
4219.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/VKlylb8yQYv7slsh2ZhEh1qmg==
4227	Temporary Athletic Team Coaches - https://simbli.eboardsolutions.com/SU/v3Hbkozutq28pFZBu5M0ug==
4227	Temporary Athletic Team Coaches - https://simbli.eboardsolutions.com/SU/t6ropFBElwoYCslshfTOGL1aQ==
4312.6	Personnel Files - https://simbli.eboardsolutions.com/SU/slshQ37eOVLFslshfF0try0wpUNA==
4317.7	Employment Status Reports - https://simbli.eboardsolutions.com/SU/ovcfmRGXCBFK62N2d8mElA==
4319.21	Professional Standards - https://simbli.eboardsolutions.com/SU/ePMKB68yqZCM4HYjmZ7WzQ==
4319.21-E(1)	Professional Standards - https://simbli.eboardsolutions.com/SU/EMrErY6ZA7wnplusiidKreEuQ==
4319.23	Unauthorized Release Of Confidential/Privileged Information - https://simbli.eboardsolutions.com/SU/BRu9J71Or7e3MtrWoiwxCA==
4327	Temporary Athletic Team Coaches - https://simbli.eboardsolutions.com/SU/0FM9ocCjarI5XQ36nHlNHg==
4327	Temporary Athletic Team Coaches - https://simbli.eboardsolutions.com/SU/SslJzq8aKMgzzsWLRU9YlA==
5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/EewqoEClK5UDQqEKcx0plusIA==
5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/1ua4GmBiqJVrDZxxZWNqLA==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/N919anQeH38BWXoyqJ6Ilw==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/fxfSgg26spJuspcVt4zX6A==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/KzxmngnveoordTPegwXZQg==

5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/VIA77L2HdAhqEqPt4plusWb0Q==
5142	Safety - https://simbli.eboardsolutions.com/SU/ISJ9nGnYOiMYI2pD60k02A==
5142	Safety - https://simbli.eboardsolutions.com/SU/SjoP4JM2HsDNDslshVqZXOKTw==
5144	Discipline - https://simbli.eboardsolutions.com/SU/AFcRplusAycuwgNfvAG4HFOow==
5144	Discipline - https://simbli.eboardsolutions.com/SU/34M9KfGtCjCMS4JEEYCs4w==
5145.11	Questioning And Apprehension By Law Enforcement - https://simbli.eboardsolutions.com/SU/XplusZplus5ZnXfeJGAEHovnlgyQ==
5145.13	Response To Immigration Enforcement - https://simbli.eboardsolutions.com/SU/HrCj1lQplusf445eslsh3plus9b8PXg==
5145.13	Response To Immigration Enforcement - https://simbli.eboardsolutions.com/SU/R3FcYAwKSkHz7pO9Y0rQlQ==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/00NExJkgxdxvn59cG6hxslshg==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/H1TslshcOVjvTplusTFFslsh35CuG1Q==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/l8t8YmbBtflYImdwbnRbEw==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/PKu1VD5F78ewJR2U04xZ7Q==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/3slshq0kP6i01dIvoZMdFHCvA==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/x0hb3hkKicXv7wIr4CYoQg==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/0jslshf1lF2LPmZM3bXas7Xvg==

CSBA Sample
Board Policy

REVISED

Students BP 5141.52(a)

SUICIDE PREVENTION

Note: Education Code 215 **mandates** that the Governing Board of any district serving students in grades K~~7~~-12 adopt a policy on student suicide prevention, intervention, and postvention (i.e., intervention conducted after a suicide) with specified components. ~~AB 1767 (Ch. 694, Statutes of 2019) amended Education Code 215 to **mandate** policy on suicide prevention, intervention, and postvention for students in grades K-6 beginning in the 2020-21 school year.~~ The required components are addressed in the following policy and the accompanying administrative regulation.

The following policy is consistent with the California Department of Education's ~~Also see the California Department of Education's~~ (CDE) Model Youth Suicide Prevention Policy**, which also includes an extensive list of resources to assist in the prevention, intervention, and postvention of student suicide.** ~~developed pursuant to Education Code 215~~. **Districts are encouraged to work closely with their county behavioral health department to identify and access resources at the local level.**

The Mental Health Services Oversight and Accountability Commission developed a suicide prevention plan for the state which is published in Striving for Zero: California's Strategic Plan for Suicide Prevention 2020-2025, available on its web site. The plan presents strategic aims, with related goals, objectives, and an implementation schedule. Districts may find the strategic plan useful in learning more about the stigma associated with behavioral health needs, myths and misconceptions about suicidal behavior and its hinderance to prevention efforts, suicidal behavior, risk and protective factors, and best practices in suicide prevention.

The following policy and accompanying administrative regulation should be revised to reflect district practice and the grade levels offered by the district.

The Governing Board recognizes that suicide is a leading cause of death among youth**, prevention is a collective effort that requires stakeholder engagement,** and ~~that~~ school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In an effort to reduce suicidal behavior**,** ~~and~~ its impact on students and families, **and other trauma associated with suicide,** the Superintendent or designee shall develop measures**,** ~~and~~ strategies**, practices, and supports** for suicide prevention, intervention, and postvention.

~~Note: Pursuant to Education Code 215, as amended by AB 1767, the district's suicide prevention policy must be developed in consultation with school and community stakeholders, school-employed mental health professionals, suicide prevention experts, and, for policy for grades K-6, the county mental health plan. According to CDE's Model Youth Suicide Prevention Policy, school-employed mental health professionals may include school counselors, psychologists, social workers, and nurses. CDE's model policy also includes consultation with administrators, other school staff, parents/guardians, students, local health agencies and professionals, law enforcement, and community organizations.~~

~~It is recommended that districts also consult with legal counsel and the district's risk manager or insurance carrier, as appropriate.~~

In developing policy and **procedures** ~~strategies~~ for suicide prevention~~, and~~ intervention, **and postvention,** the Superintendent or designee shall consult with school and community stakeholders~~, such as administrators, other staff, parents/guardians and students;~~ school-employed mental health professionals~~, such as school counselors, school psychologists, school social workers, and school nurses;~~ suicide prevention experts~~, such as local health agencies, mental health professionals, and community organizations; law enforcement;~~ and, in developing policy for grades K-6, the county mental health plan. (Education Code 215)

(cf. 1220 - Citizen Advisory Committees)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

Note: The following optional paragraph may be revised to reflect district practice. Education Code 215 does not define "school and community stakeholders" or "school-employed mental health professionals" who must be consulted in the development of policy. The following examples are consistent with CSBA and CDE recommendations.

School and community stakeholders and school mental health professionals with whom the Superintendent or designee shall consult may include district and school administrators, school counselors, school psychologists, school social workers, school nurses, other staff, parents/guardians and caregivers, students, local health agencies, mental health professionals, community organizations, law enforcement, legal counsel, and/or the district's risk manager or insurance carrier. The Superintendent or designee may also collaborate with county and/or city governments in an effort to align district policy with any existing community suicide prevention plans.

~~Note: Education Code 215, as amended by AB 1767, requires that the district's policy for students in grades K-6 be age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. The following paragraph is for use by districts that serve K-6 students, and may be revised as appropriate for the student population served by the district.~~

~~The Board shall ensure that measures and strategies for students in grades K-6 are age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code 215)~~

Measures and strategies for suicide prevention, intervention, and postvention shall include, but are not limited to:

Note: Education Code 215~~, as amended by AB 1767,~~ **mandates** that the district's policy address any training on suicide awareness and prevention to be provided to teachers of students in all grade levels served by the district. See the accompanying administrative regulation for additional language fulfilling this mandate. In addition, Education Code 49604 encourages each district to provide suicide prevention training at least once to each middle, junior high, and high school counselor. Item #1 ~~may~~ **should** be revised to specify **the** ~~other~~ categories of employees who will receive the training.

1. Staff development on suicide awareness and prevention for teachers, **interns,** school counselors, and others ~~district employees~~ who interact with students**, including, as appropriate, substitute teachers, coaches, expanded day learning staff, crossing guards, tutors, and volunteers**~~, as described in the accompanying administrative regulation~~

(cf. 1240 - Volunteer Assistance)
(cf. 4112.21 - Interns)
(cf. 4121 - Temporary/Substitute Personnel)
(cf. 4127/4227/4327 – Temporary Athletic Team Coaches)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
(cf. 5142 - Safety)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 6145.2 - Athletic Competition)

Note: Items #2-~~7~~**9** below reflect **optional** strategies for suicide prevention, intervention, and postvention and may be revised to reflect district practice.

2. Instruction to students in problem-solving**,** ~~and~~ coping**, and resiliency** skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others

(cf. 6142.8 - Comprehensive Health Education)

3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students

(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)
(cf. 5145.9 - Hate-Motivated Behavior)

4. The review of materials and resources used in awareness efforts and communications to ensure they align with best practices for safe and effective messaging about suicide

54. The provision of information to parents/guardians **and caregivers** regarding risk **and protective** factors**,** ~~and~~ warning signs of suicide, the severity of the suicide problem among youth, the district's suicide prevention curriculum, **the district's suicide prevention policy and procedures,** basic steps for helping suicidal youth, **the importance of communicating with appropriate staff if suicide risk is present or suspected, access to suicide prevention training,** and/or school and community resources that can help youth in crisis

6~~5~~. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions

7~~6~~. Crisis intervention procedures for addressing suicide threats or attempts

8~~7~~. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

Note: The National Association of School Psychologists recommends that the district and/or school sites create a suicide prevention crisis team to assist in effectively identifying and intervening with students who are at risk of suicidal behavior, including adoption and implementation of policies and procedures. It is recommended that such teams include, at a minimum, administration, mental health staff, and school security personnel. The same crisis intervention team may be established to address broader mental health concerns as described in BP 5141.5 - Mental Health.

9. Establishment of district and/or school-site crisis intervention team(s) to ensure the proper implementation and review of this policy and other district practices related to the emotional and behavioral wellness of students, including, but not limited to, the oversight of mental health and suicide prevention training, collaboration with community mental health organizations, identification of resources and organizations that provide evidence-based treatment, collaboration to build community response, and compliance with Education Code 215

(cf. 5141.5 - Mental Health)

Note: Education Code 215 **mandates** that the district's policy specifically address the needs of high-risk groups, including, but not limited to, those listed in the following paragraph. See the accompanying administrative regulation for additional language fulfilling this mandate.

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning. (Education Code 215)

Note: The following **two** paragraph**s are** ~~is~~ for use by districts that serve students in grades K-6. ~~Education Code 215, as amended by AB 1767, **mandates** that the district's policy for students in grades K-6 ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.~~

The Board shall ensure that measures and strategies for students in grades K-6 are age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code 215)

If a referral is made for mental health or related services for a student in grade K-6 who is a Medi-Cal beneficiary, the Superintendent or designee shall coordinate and consult with the county mental health plan. (Education Code 215)

(cf. 5141.6 - School Health Services)

District employees shall act only within the authorization and scope of their credential or license. Nothing in this policy shall be construed as authorizing or encouraging district employees to diagnose or treat mental illness unless they are specifically licensed and employed to do so. (Education Code 215)

Note: Education Code 215 requires that the district's student suicide prevention policy be updated at least every five years. Given the severity of the issue and importance of maintaining an up-to-date suicide prevention policy, CSBA and CDE recommend reviewing and updating this policy annually. The following paragraph may be revised to reflect district practice.

The Board shall review, and update as necessary, this policy at least every five years. **The Board may, at its discretion, review the policy more frequently.** (Education Code 215)

The Superintendent or designee shall periodically review district data pertaining to school climate and reports of suicidal ideation, attempts, or death to identify patterns or trends and make recommendations regarding program development.

~~Note: Education Code 234.6, as added by AB 34 (Ch. 282, Statutes of 2019), requires districts, beginning in the 2020-21 school year, to ensure that the district's suicide prevention policies for grades K-6 and 7-12 be readily accessible in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students.~~

The Superintendent or designee shall post this policy on the district's web site, in a prominent location and in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

Legal Reference: (see next page)

SUICIDE PREVENTION (continued)

Legal Reference:

EDUCATION CODE
215 Student suicide prevention policies
215.5 Suicide prevention hotline contact information on student identification cards
216 Suicide prevention online training programs
234.6 Posting suicide prevention policy on web site
32280-32289.5 Comprehensive safety plan
49060-49079 Student records
49602 ***Counseling; ~~C~~c****onfidentiality of student information*
49604 Suicide prevention training for school counselors
GOVERNMENT CODE
810-996.6 Government Claims Act
PENAL CODE
11164-11174.3 Child Abuse and Neglect Reporting Act
WELFARE AND INSTITUTIONS CODE
5698 Emotionally disturbed youth; legislative intent
5850-5886 Children's Mental Health Services Act
COURT DECISIONS
Corales v. Bennett (Ontario-Montclair School District) (2009) 567 F.3d 554

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2019
Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008
~~*Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2019*~~
Model Youth Suicide Prevention Policy
CALSCHLS PUBLICATIONS
California Healthy Kids Survey (CHKS)
California School Parent Survey (CSPS)
California School Staff Survey (CSSS)
CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS
School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009
EACH MIND MATTERS: CALIFORNIA'S MENTAL HEALTH MOVEMENT PUBLICATIONS
Making Headlines: Guide to Engaging the Media in Suicide Prevention in California, 2012
HEARD ALLIANCE PUBLICATIONS
K-12 Toolkit for Mental Health Promotion and Suicide Prevention, 2017
MENTAL HEALTH SERVICES OVERSIGHT AND ACCOUNTABILITY COMMUNICATIONS PUBLICATIONS
Striving for Zero: California's Strategic Plan for Suicide Prevention 2020-2025
NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS
Preventing Suicide: Guidelines for Administrators and Crisis Teams, 2015
SUICIDE PREVENTION RESOURCE CENTER PUBLICATIONS
After a Suicide: A Toolkit for Schools, 2nd Edition, 2018
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS
National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012
Preventing Suicide: A Toolkit for High Schools, 2012

Management Resources continued: (see next page)

Management Resources: (continued)

WEB SITES

American Academy of Pediatrics: https://www.healthychildren.org
American Association of Suicidology: http://www.suicidology.org
American Foundation for Suicide Prevention: https://afsp.org
American Psychological Association: http://www.apa.org
American School Counselor Association: https://www.schoolcounselor.org
California Department of Education, Mental Health: http://www.cde.ca.gov/ls/cg/mh
California Department of Health Care Services, Mental Health Services: http://www.dhcs.ca.gov/services/MH
California Mental Health Services Authority: https://www.calmhsa.org
CalSCHLS: https://calschls.org
Centers for Disease Control and Prevention, Mental Health: http://www.cdc.gov/mentalhealth
Crisis Text Line: https://www.crisistextline.org
Each Mind Matters: California's Mental Health Movement: https://emmresourcecenter.org
HEARD Alliance: https://www.heardalliance.org
Mental Health Services Oversight and Accountability Commission: https://mhsoac.ca.gov
National Action Alliance for Suicide Prevention: https://theactionalliance.org
National Association of School Psychologists: https://www.nasponline.org
National Child Traumatic Stress Network: https://www.nctsn.org
National Institute for Mental Health: http://www.nimh.nih.gov
Substance Abuse and Mental Health Services Administration: https://www.samhsa.gov
Suicide Prevention Lifeline: https://suicidepreventionlifeline.org
Suicide Prevention Messaging: https://suicidepreventionmessaging.org
Suicide Prevention Resource Center: https://www.sprc.org/about-suicide
~~***Suicide Prevention Lifeline: https://suicidepreventionlifeline.org***~~
Trevor Project: http://thetrevorproject.org
U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration: http://www.samhsa.gov

(12/18 3/20) 6/21

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Policy 5141.52: Suicide Prevention

Status: ADOPTED

Original Adopted Date: 06/13/2019 **| Last Revised Date:** 10/15/2020 **| Last Reviewed Date:** 10/15/2020

The Governing Board recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In an effort to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing policy and strategies for suicide prevention and intervention, the Superintendent or designee shall consult with school and community stakeholders such as administrators, other staff, parents/guardians, and students; school-employed mental health professionals such as school counselors, school psychologists, school social workers, and school nurses; suicide prevention experts such as local health agencies, mental health professionals, and community organizations; law enforcement; and, in developing policy for grades K-6, the county mental health plan. (Education Code 215)

The Board shall ensure that measures and strategies for students in grades K-6 are age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code 215)

Measures and strategies for suicide prevention, intervention, and postvention shall include, but are not limited to, staff development on suicide awareness and prevention for teachers, school counselors, and other district employees who interact with students, as described in the accompanying administrative regulation.

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning. (Education Code 215)

If a referral is made for mental health or related services for a student in grade K-6 who is a Medi-Cal beneficiary, the Superintendent or designee shall coordinate and consult with the county mental health plan. (Education Code 215)

District employees shall act only within the authorization and scope of their credential or license. Nothing in this policy shall be construed as authorizing or encouraging district employees to diagnose or treat mental illness unless they are specifically licensed and employed to do so. (Education Code 215)

The Board shall review, and update as necessary, this policy at least every five years. (Education Code 215)

The Superintendent or designee shall post this policy on the district's web site, in a prominent location and in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

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

State References	Description
Ed. Code 215	Student suicide prevention policies
Ed. Code 215.5	Student identification cards, inclusion of safety hotlines
Ed. Code 216	Suicide prevention online training programs
Ed. Code 234.6	Bullying and harassment prevention information
Ed. Code 32280-32289.5	Comprehensive safety plan
Ed. Code 49060-49079	Student records
Ed. Code 49602	Confidentiality of personal information received during counseling
Ed. Code 49604	Suicide prevention training for school counselors
Gov. Code 810-996.6	California Tort Claims Act
Pen. Code 11164-11174.3	Child Abuse and Neglect Reporting Act

W&I Code 5698	Emotionally disturbed youth; legislative intent
W&I Code 5850-5886	Children's Mental Health Services Act

Management Resources References	**Description**
California Department of Education Publication	01-05 Guidelines for Piloting Textbooks and Instructional Materials, rev. January 2015
Centers for Disease Control and Prevention Publica	School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009
Court Decision	A.M. v. Albertsons, LLC, (2009) Cal.App.4th 455
Nat'l Assoc. of School Psychologists Publication	Preventing Suicide: Guidelines for Administrators and Crisis Teams, 2015
U.S. Dept. of Health & Human Services Publication	National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012
Website	AASA The School Superintendents Association - https://simbli.eboardsolutions.com/SU/MOaF8AO8cslshSlfGc13QQoEQ==

Cross References	**Description**
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/ymrUEwzwRGOLmy5dybtyiw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/yqXemeWgpAB1z0mjDmESfw==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/SiSNfRBcgke1plusJnTsbDR8w==
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/zP9eNCslshlhcPcKReyWt0R0w==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/pCh2U58n8XLo7sdGMLSujQ==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/DeifKNzy8ewCAslshHo7lKtHA==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/kJqyGLZ6NEslsht0VJCcrln0A==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/FMMhDMxyEMsiZAVEslshLqbFg==
5131	Conduct - https://simbli.eboardsolutions.com/SU/xIZ9Gc1UILhCCQT5CCGHtg==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/kWRplusbnOoZSIWwJmVGTs0Zw==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/O9dpMNxs57RsmdEMWPQ4slshw==
5131.6	Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/2fZOgaza7FWB0KouzttxEA==
5131.6	Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/eP7p7amj6UOAQB1iaTOjdw==
5131.8	Mobile Communication Devices - https://simbli.eboardsolutions.com/SU/f6D4mEiYdVRIGfMclkViAQ==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/AvfPMzgRujCuQplusRsgkkgFA==

5138	Conflict Resolution/Peer Mediation - https://simbli.eboardsolutions.com/SU/zjW2XEy3C4MCxcRGQ9t2aA==
5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/q3DyJG1cykCEbvwrC4GFrw==
5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/2SKcqtAzQIvlXs6uFEYUKQ==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/FCXhZSZfWM38DP1IplusInadA==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/Qx4taMY5bVFkU89Qwz7QJA==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/KzxmngnveoordTPegwXZQg==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/VIA77L2HdAhqEqPt4plusWb0Q==
5142	Safety - https://simbli.eboardsolutions.com/SU/ISJ9nGnYOiMYI2pD60k02A==
5142	Safety - https://simbli.eboardsolutions.com/SU/SjoP4JM2HsDNDslshVqZXOKTw==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/00NExJkgxdxvn59cG6hxslshg==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/H1TslshcOVjvTplusTFFslsh35CuG1Q==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/l8t8YmbBtflYImdwbnRbEw==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/PKu1VD5F78ewJR2U04xZ7Q==
5145.9	Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/z4yTt2JmlYRxoWYur3yynQ==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/3slshq0kP6i01dIvoZMdFHCvA==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/x0hb3hkKicXv7wIr4CYoQg==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/0jslshf1lF2LPmZM3bXas7Xvg==

CSBA Sample
Administrative Regulation

REVISED

Students AR 5141.52(a)

SUICIDE PREVENTION

Note: Education Code 215~~, as amended by AB 1767 (Ch. 694, Statutes of 2019),~~ **mandates** policy on suicide prevention, intervention, and postvention for grades **K**~~7~~-12~~ and, beginning in the 2020-21 school year, for grades K-6~~. See the accompanying Board policy. The following administrative regulation provides additional strategies that fulfill the mandate and may be revised to reflect district practice. Pursuant to Education Code 215, the following regulation should be developed in consultation with school and community stakeholders, school-employed mental health professionals, suicide prevention experts, and, in developing strategies for grades K-6, the county mental health plan.

Examples of suicide prevention strategies are also available in the California Department of Education's (CDE) Model Youth Suicide Prevention Policy, **Mental Health Services Oversight and Accountability Commission's (MHSOAC) Striving for Zero: California's Strategic Plan for Suicide Prevention 2020-2025,** the U.S. Department of Health and Human Services publication Preventing Suicide: A Toolkit for High Schools, and resources issued by other state and federal agencies and organizations. For further information about strategies to protect students from bullying, cyberbullying, and other harassment, see BP 5131 - Conduct, BP 5131.2 - Bullying, BP 5145.3 - Nondiscrimination/Harassment, **BP/AR 5145.7 - Sexual Harassment,** and BP 5145.9 - Hate-Motivated Behavior.

Staff Development

Note: Education Code 215~~, as amended by AB 1767,~~ **mandates** that the district's policy address any training on suicide awareness and prevention to be provided to teachers of students in all grade levels served by the district. In addition, Education Code 49604 encourages each district to provide suicide prevention training at least once to each middle, junior high, and high school counselor.

CDE recommends that employees receive training on the core components of suicide prevention at the beginning of employment, and also receive training each year on risk factors, protective factors, warning signs of suicide, suicide prevention, intervention, referral, and postvention, with a minimum of one hour of general suicide prevention training. The following section ~~may~~ **should** be revised to reflect district practice.

Education Code 216 requires CDE to identify evidence-based online training program(s), aligned with the requirements of Education Code 215, that districts **may** ~~can~~ use to train students and staff.

~~Additionally,~~ **Education Code 216 also requires CDE,** dependent upon funds being appropriated in the annual Budget Act, ~~CDE will~~ **to** provide grants, upon application, to county offices of education for the acquisition of such training programs to disseminate to districts at no cost.

Suicide prevention training shall be provided to teachers, **interns,** counselors, and other**s** ~~district employees~~ who interact with students**, including, as appropriate, substitute teachers, coaches, expanded day learning staff, crossing guards, tutors, and volunteers**. The training shall be offered under the direction of a district counselor**,**~~/~~ psychologist**, and/or social worker who has received advanced training specific to suicide and who may collaborate** ~~and/or in cooperation~~ with one or more **county or** community mental health agencies.

AR 5141.52(b)

(cf. 1240 - Volunteer Assistance)
(cf. 4112.21 - Interns)
(cf. 4121 - Temporary/Substitute Personnel)
(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
(cf. 5142 - Safety)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 6145.2 - Athletic Competition)

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Additionally, ~~S~~staff development shall include research and information related to the following topics:

Note: Education Code 215 **mandates** that the district's policy specifically address the needs of high-risk groups; see the accompanying Board policy. One strategy to specifically address their needs is to increase staff awareness of the higher rates of suicide among these groups, as provided in item #1 below.

1. The higher risk of suicide among certain groups, including, but not limited to, students who are impacted by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning

Note: Staff development may include training about individual risk factors associated with suicide, as provided in item #2 below. Information about risk factors is available from **MHSOAC's Striving for Zero: California's Strategic Plan for Suicide Prevention 2020-2025 ~~CDE~~, the** Centers for Disease Control and Prevention, American Association of Suicidology, American Foundation for Suicide Prevention, Trevor Project, and other **publications,** agencies**,** and organizations.

2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe **or traumatic** stressor or loss, family instability, impulsivity, and other factors

(cf. 5131.6 - Alcohol and Other Drugs)

3. **Identification of students who may be at risk of suicide, including, but not limited to, w**~~W~~arning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent

4. Protective factors that may help to decrease a student's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community

5. Instructional strategies for teaching the suicide prevention curriculum~~, and~~ promoting mental and emotional health**, reducing the stigma associated with mental illness, and using safe and effective messaging about suicide**

6. The importance of early prevention and intervention in reducing the risk of suicide

7~~6~~. School and community resources and services, including resources and services that meet the specific needs of high-risk groups

(cf. 5141.6 - School Health Services)
(cf. 6164.2 - Guidance/Counseling Services)

8~~7~~. Appropriate ways to interact with a student who is demonstrating emotional distress or is suicidal and procedures for intervening when a student attempts, threatens, or
discloses the desire to die by suicide, including, but not limited to, appropriate protocols for **constant** monitoring **and supervision of** the student**, during the time the student is in the school's physical custody,** while the immediate referral of the student to medical or mental health services is being processed

9~~8~~. District procedures for responding after a suicide has occurred

10. Common misconceptions about suicide

The district may provide additional professional development in suicide risk assessment and crisis intervention to district mental health professionals, including, but not limited to, school counselors, psychologists, social workers, and nurses.

Instruction

Note: The state's content standards for health education include voluntary standards pertaining to mental, emotional, and social health at selected elementary and secondary grades and suicide prevention instruction at grade 7 or 8 and in high school.

SUICIDE PREVENTION (continued)

CDE recommends that the instruction be under the supervision of district-employed mental health professionals following consultation with county and community health agencies, and that it be incorporated into areas of the curriculum in addition to health classes.

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content
standards and curriculum framework. Suicide prevention instruction shall be incorporated into the health education curriculum in an age **and developmentally** appropriate manner and shall be designed to help students:

1. Identify and analyze **warning** signs ~~of~~ **and risk factors associated with suicide, including, but not limited to, understanding how mental health challenges and emotional distress, such as** ~~depression and self-destructive behaviors in oneself and others and understand how~~ feelings of depression, loss, isolation, inadequacy, and anxiety**,** can lead to thoughts of suicide

2. Develop coping and resiliency skills **for dealing with stress and trauma,** and **building** self-esteem

3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent

4. Identify trusted adults~~;~~**;** school resources**, including the district's suicide prevention, intervention, and referral procedures;** and/or community crisis intervention resources where youth can get help ~~and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention~~

~~*(cf. 5131.6 - Alcohol and Other Drugs)*~~
(cf. 5141.6 - School Health Services)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6164.2 - Guidance/Counseling Services)

5. Develop help-seeking strategies and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention

~~*(cf. 5131.6 - Alcohol and Other Drugs)*~~

6. Recognize that early prevention and intervention can drastically reduce the risk of suicide

The Superintendent or designee may develop and implement school activities that raise awareness about mental health wellness and suicide prevention.

SUICIDE PREVENTION (continued)

(cf. 6145.8 - Assemblies and Special Events)

Student Identification Cards

Note: The following section is for use by districts that serve students in grades 7-12. Education Code 215.5 requires districts that issue or reissue student identification cards to have printed on either side of the card the telephone number of the National Suicide Prevention Lifeline (1-800-273-8255), and allows to have printed
on the card the Crisis Text Line (texting HOME to 741741) and/or a local suicide prevention hotline telephone number. ~~If, as of July 1, 2020, the district has unissued student identification cards that do not comply with the above requirements, the cards should be issued until the supply is depleted.~~

Student identification cards for students in grades 7-12 shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number. (Education Code 215.5)

Intervention

Note: Education Code 215 **mandates** that the district's policy and procedures address suicide intervention. The following section should be revised to reflect district practice. In addition, the district may choose to incorporate crisis intervention strategies in its comprehensive school safety plan adopted pursuant to Education Code 32280-32289.5; see BP/AR 0450 - Comprehensive Safety Plan.

The following paragraph is for use by districts that have formed and trained district and/or school site crisis intervention team(s) to assist with suicide intervention; see the accompanying Board policy. The National Association of School Psychologists (NASP) recommends that crisis intervention teams assign one or more individuals as a "designated reporter" to receive and act upon all reports from teachers, other staff, and students who may be suicidal.

~~In addition, the district may choose to incorporate crisis intervention strategies in its comprehensive school safety plan adopted pursuant to Education Code 32280-32289.5; see BP/AR 0450 - Comprehensive Safety Plan.~~

The Superintendent or designee shall provide the name, title, and contact information of the members of the district and/or school crisis intervention team(s) to students, staff, parents/guardians, and caregivers and on school and district web sites. Such notifications shall identify the mental health professional who serves as the crisis intervention team's designated reporter to receive and act upon reports of a student's suicidal intention.

Students shall be encouraged to notify a teacher, principal, counselor, **designated reporter,** or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

SUICIDE PREVENTION (continued)

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, the staff member shall promptly notify the principal**, ~~or~~** school counselor, **or designated reporter,** who shall implement district intervention protocols as appropriate.

Note: Education Code 49602 generally protects the confidentiality of information of a personal nature disclosed to a school counselor by a student age 12 years or older or by a parent/guardian. However, in certain circumstances, the counselor may disclose such information to avert a clear and present danger to the health, safety, or welfare of the student or others within in the school community. Also see BP 6164.2 - Guidance/Counseling Services.

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, ~~referenced, or~~ discussed**, or referred to** with third parties, the counselor may report to the principal or student's parents/guardians when there is reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student or others within the school community. In addition, the counselor may disclose information of a personal nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment**, or to report child abuse and neglect as required by Penal Code 11164-11174.3**. (Education Code 49602)

(cf. 5141 - Health Care and Emergencies)

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.

(cf. 5138 - Conflict Resolution/Peer Mediation)

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary

2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened

3. Keeping the student under continuous adult supervision **and providing comfort to the student** until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene

4. Removing other students from the immediate area as soon as possible

SUICIDE PREVENTION (continued)

(cf. 0450 - Comprehensive Safety Plan)
(cf. 5141 - Health Care and Emergencies

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

(cf. 5125 - Student Records)

Note: The following paragraph is **optional**. If a student's parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide, the Superintendent or designee shall consider whether a referral to child protective services for child neglect is needed. Pursuant to Penal Code 11164-11174.3, the Child Abuse and Neglect Reporting Act, school employees who are mandated reporters
are required to report child abuse or neglect, as defined in law, when they have knowledge of or reasonably suspect that a child is a victim of child abuse or neglect. See BP/AR 5141.4 - Child Abuse Prevention and Reporting.

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether it is necessary, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate ~~next~~ steps to ensure the student's readiness for return to school and determine the need for ongoing support.

Postvention

Note: Education Code 215 **mandates** that the district's policy and procedures address suicide postvention. The following section should be revised to reflect district practice.

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

SUICIDE PREVENTION (continued)

Note: Research has identified an increased risk of suicide among youth who are grieving the suicide of another (so-called "suicide contagion"). The ~~National Association of School Psychologists~~ **NASP**, in its Preventing Suicide: Guidelines for Administrators and Crisis Teams, recommends that memorials should be implemented with care so as not to sensationalize or glamorize suicide and thereby increase the suicide risk to other students. If a memorial is conducted for a student who dies by suicide, the association suggests a living memorial, such as making donations to a local crisis center, participating in an event that raises awareness about suicide prevention, or providing other opportunities for service activities in the school that emphasize the importance of students taking care of each other.

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. The Superintendent or designee shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. Students significantly affected by suicide death and those at risk of imitative behavior should be identified and closely monitored. School staff may receive assistance from school counselors or other mental health professionals in determining how **to** best ~~to~~ discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

(cf. 1112 - Media Relations)

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

(12/18 3/20) 6/21

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Regulation 5141.52: Suicide Prevention **Status:** ADOPTED

Original Adopted Date: 06/13/2019 **| Last Revised Date:** 10/15/2020 **| Last Reviewed Date:** 10/15/2020

Student identification cards shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number. (Education Code 215.5)

Staff Development

Suicide prevention training shall be provided to teachers, counselors, and other district employees who interact with students. The training shall be offered under the direction of a district counselor/psychologist and/or in cooperation with one or more community mental health agencies and/or by a district-approved online curriculum.

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Staff development shall include research and information related to the following topics:

1. The higher risk of suicide among certain groups, including, but not limited to, students who are impacted by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning

2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, impulsivity, and other factors

3. Warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent

4. Protective factors that may help to decrease a student's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community

5. Instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health

6. School and community resources and services, including resources and services that meet the specific needs of high-risk groups

7. Appropriate ways to interact with a student who is demonstrating emotional distress or is suicidal and procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide, including, but not limited to, appropriate protocols for monitoring the student while the immediate referral of the student to medical or mental health services is being processed

8. District procedures for responding after a suicide has occurred

Instruction

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into the health education curriculum in an age appropriate manner and shall be designed to help students:

1. Identify and analyze signs of depression and self-destructive behaviors in oneself and others and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide

2. Develop coping and resiliency skills and self-esteem

3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent

4. Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention

Student Identification Cards

Student identification cards for students in grades 7-12 shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number. (Education Code 215.5)

Intervention

Students shall be encouraged to notify a teacher, principal, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, the staff member shall promptly notify the principal or school counselor, who shall implement district intervention protocols as appropriate.

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, referenced, or discussed with third parties, the counselor may report to the principal or student's parents/guardians when there is reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student or others within the school community. In addition, the counselor may disclose information of a personal nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment. (Education Code 49602)

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary

2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened

3. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene

4. Removing other students from the immediate area as soon as possible

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether it is necessary, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate next

steps to ensure the student's readiness for return to school and determine the need for ongoing support.

Postvention

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. The Superintendent or designee shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. Students significantly affected by suicide death and those at risk of imitative behavior should be identified and closely monitored. School staff may receive assistance from school counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

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

State References	Description
Ed. Code 215	Student suicide prevention policies
Ed. Code 215.5	Student identification cards, inclusion of safety hotlines
Ed. Code 216	Suicide prevention online training programs
Ed. Code 234.6	Bullying and harassment prevention information
Ed. Code 32280-32289.5	Comprehensive safety plan
Ed. Code 49060-49079	Student records
Ed. Code 49602	Confidentiality of personal information received during counseling
Ed. Code 49604	Suicide prevention training for school counselors
Gov. Code 810-996.6	California Tort Claims Act
Pen. Code 11164-11174.3	Child Abuse and Neglect Reporting Act
W&I Code 5698	Emotionally disturbed youth; legislative intent
W&I Code 5850-5886	Children's Mental Health Services Act

Management Resources References	Description
California Department of Education Publication	01-05 Guidelines for Piloting Textbooks and Instructional Materials, rev. January 2015
Centers for Disease Control and Prevention Publica	School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009
Court Decision	A.M. v. Albertsons, LLC, (2009) Cal.App.4th 455
Nat'l Assoc. of School Psychologists Publication	Preventing Suicide: Guidelines for Administrators and Crisis Teams, 2015
U.S. Dept. of Health & Human Services Publication	National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012

Website	AASA The School Superintendents Association - https://simbli.eboardsolutions.com/SU/MOaF8AO8cslshSlfGc13QQoEQ==

Cross References	Description
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/ymrUEwzwRGOLmy5dybtyiw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/yqXemeWgpAB1z0mjDmESfw==
0470	COVID-19 Mitigation Plan - https://simbli.eboardsolutions.com/SU/SiSNfRBcgke1plusJnTsbDR8w==
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/zP9eNCslshlhcPcKReyWt0R0w==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/pCh2U58n8XLo7sdGMLSujQ==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/DeifKNzy8ewCAslshHo7lKtHA==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/kJqyGLZ6NEslsht0VJCcrln0A==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/FMMhDMxyEMsiZAVEslshLqbFg==
5131	Conduct - https://simbli.eboardsolutions.com/SU/xIZ9Gc1UILhCCQT5CCGHtg==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/kWRplusbnOoZSIWwJmVGTs0Zw==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/O9dpMNxs57RsmdEMWPQ4slshw==
5131.6	Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/2fZOgaza7FWB0KouzttxEA==
5131.6	Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/eP7p7amj6UOAQB1iaTOjdw==
5131.8	Mobile Communication Devices - https://simbli.eboardsolutions.com/SU/f6D4mEiYdVRIGfMclkViAQ==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/AvfPMzgRujCuQplusRsgkkgFA==
5138	Conflict Resolution/Peer Mediation - https://simbli.eboardsolutions.com/SU/zjW2XEy3C4MCxcRGQ9t2aA==
5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/q3DyJG1cykCEbvwrC4GFrw==
5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/2SKcqtAzQlvlXs6uFEYUKQ==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/FCXhZSZfWM38DP1IplusInadA==
5141.4	Child Abuse Prevention And Reporting - https://simbli.eboardsolutions.com/SU/Qx4taMY5bVFkU89Qwz7QJA==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/KzxmngnveoordTPegwXZQg==

5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/VIA77L2HdAhqEqPt4plusWb0Q==
5142	Safety - https://simbli.eboardsolutions.com/SU/ISJ9nGnYOiMYI2pD60k02A==
5142	Safety - https://simbli.eboardsolutions.com/SU/SjoP4JM2HsDNDslshVqZXOKTw==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/00NExJkgxdxvn59cG6hxslshg==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/H1TslshcOVjvTplusTFFslsh35CuG1Q==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/l8t8YmbBtflYImdwbnRbEw==
5145.7	Sexual Harassment - https://simbli.eboardsolutions.com/SU/PKu1VD5F78ewJR2U04xZ7Q==
5145.9	Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/z4yTt2JmlYRxoWYur3yynQ==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/3slshq0kP6i01dIvoZMdFHCvA==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/x0hb3hkKicXv7wIr4CYoQg==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/0jslshf1lF2LPmZM3bXas7Xvg==

CSBA Sample
Board Policy

NEW

Students BP 5142.2(a)

SAFE ROUTES TO SCHOOL PROGRAM

Note: The following **optional** policy may be revised to reflect district practice. ~~Districts are encouraged to review CSBA's policy brief, Safe Routes to School: Program and Policy Strategies for School Districts, when developing policy on this topic.~~

Education Code 44808 provides that districts are not responsible or in any way liable for the conduct or safety of students at any time when students are not on school property unless the district has undertaken to provide transportation for students to and from the school premises, has undertaken a school-sponsored activity off premises, has otherwise specifically assumed responsibility or liability, or has failed to exercise reasonable care under the circumstances. ~~In addition, d~~**D**istricts should consult legal counsel and/or the district's insurance provider regarding any potential liability issues. **Also see BP/AR 5142 - Safety.**

~~Both state and federal grants are available to support local efforts to increase the number of students walking and bicycling to school and to make it safer for them to do so. The federal Safe Routes to Schools (SRTS) program supports both infrastructure and noninfrastructure projects and focuses on grades K-8 (23 USC 148). The state program, referred to as SR2S, provides funding to cities and counties for infrastructure projects in the vicinity of K-12 schools, with up to 10 percent expenditure allowable for noninfrastructure activities (Streets and Highways Code 2333.5). Funding for both federal and state programs is distributed through the California Department of Transportation's (Caltrans) Division of Local Assistance. Questions about program administration may be directed to the Caltrans regional coordinator.~~

Strategies to promote walking, bicycling, and other forms of active transport to school may be **included** ~~referenced~~ in the district's school wellness policy, adopted pursuant to ~~the federal Child Nutrition and Women, Infants and Children (WIC) Reauthorization Act of 2004 (~~42 USC 1758b~~)~~, which is required to include goals for physical activity**,** ~~; see BP 5030 - Student Wellness. Strategies may also be included in~~ the district's comprehensive safety plan adopted pursuant to Education Code 32282**, and**~~; see AR 0450 - Comprehensive Safety Plan.~~ **the district's environmental programs.**~~;~~ **s**See BP 5030 - Student Wellness**,** AR 0450 - Comprehensive Safety Plan**, and BP 3510 - Green School Operations.**

The Governing Board recognizes that walking, bicycling, and other forms of active transport to school ~~promote~~ **increase** students' physical activity and reduce vehicle traffic and air pollution in the vicinity of schools. As part of the district's coordinated approach to supporting student wellness and safety and enhancing student learning **and achievement**, the Superintendent or designee shall develop and implement strategies to establish and ~~promote~~ **encourage** safe routes to school program activities.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3510 - Green School Operations)
(cf. 3514 - Environmental Safety)
(cf. 5030 - Student Wellness)
(cf. 5142 - Safety)

All students shall have equitable access and opportunity to participate in the district's safe routes to school program.

(cf. 0415 - Equity)

Note: Districts that have a school wellness council and/or a committee that focuses on environmental efforts may want to identify those groups to assist with the planning and coordination of safe routes to school activities, as described below. Districts may revise the following paragraph to reflect district practice.

The Superintendent or designee may ~~identify~~ **appoint** a program coordinator ~~or~~ **and** identify **or** establish district and/or school site committees to oversee and coordinate related activities.

The Superintendent or designee may collaborate with local public works and public safety departments, transportation agencies, other city and county agencies, school staff, students, parents/guardians and parent organizations, health organizations, community organizations, and/or businesses in the development, implementation, and evaluation of strategies.

(cf. 1220 - Citizen Advisory Committees)
(cf. 1230 - School-Connected Organizations)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 6020 - Parent Involvement)

Strategies **in support of the safe routes to school program** shall be based on the grade levels of the students and an assessment of the conditions and needs of each school and the surrounding neighborhoods.

Note: Both state and federal grants are available to support local efforts to increase the number of students walking and bicycling to school and to make it safer for them to do so. ~~The federal Safe Routes to Schools (SRTS) program supports both infrastructure and noninfrastructure projects and focuses on grades K-8 (23 USC 148). The state program, referred to as SR2S, provides funding to cities and counties for infrastructure projects in the vicinity of K-12 schools, with up to 10 percent expenditure allowable for noninfrastructure activities (Streets and Highways Code 2333.5).~~ **Pursuant to 23 USC 133, funding for infrastructure and noninfrastructure projects that support safe routes to schools may be available under the Surface Transportation Block Grant. At the state level, districts may apply for funding through the Active Transportation Program (ATP) (Streets and Highways Code 2380-2385).** Funding for both federal and state programs is distributed through the California Department of Transportation's (Caltrans) Division of Local Assistance. ~~Questions about program administration may be directed to the Caltrans regional coordinator.~~

~~When local agencies partner together to apply for a state or federal grant, the city or county is generally the lead applicant for infrastructure funding. A school district may be named as the responsible agency for a federal grant if it partners with a city, county, or transportation agency. However,~~ **Additionally,** the district may collaborate **with local agencies and organizations** to find funding sources and ~~also~~ may seek alternative funding sources for district projects and events that are not covered by a grant.

Streets and Highways Code 2380 expresses legislative intent that disadvantaged communities fully share in the benefits of the ATP, and Streets and Highways Code 2382 requires that the guidelines for the ATP ensure that no less than 25 percent of overall program funds benefit disadvantaged communities, as defined, during each program cycle.

BP 5142.2(c)

The Superintendent or designee shall explore the availability of grant funds and other sources of funding to support related projects and activities.

(cf. 1260 - Educational Foundation)
(cf. 3100 - Budget)
(cf. 3290 - Gifts, Grants and Bequests)
(cf. 3470 - Debt Issuance and Management)
(cf. 3471 - Parcel Taxes)
(cf. 7110 - Facilities Master Plan)

Note: The following **optional** paragraph may be revised to reflect indicators agreed upon by the Governing Board and Superintendent ~~or designee~~ to assess progress toward program goals. To assist with program evaluation, the National Center for Safe Routes to School (NCSRTS) has developed a standardized survey of parents/guardians' attitudes about allowing their child to walk or bicycle to school as well as student tally forms for recording the modes of travel that students use. NCSRTS recommends that a district use these forms both before and after implementation of a project in order to evaluate changes in attitudes and behaviors. NCSRTS also provides **an online data system to enter and view data collected from the** ~~data analysis and report preparation of~~ parent surveys and student tallies. Caltrans requires the use of these evaluation forms by grant recipients.

The Superintendent or designee shall periodically report to the Board on the implementation of program activities and progress toward program goals. Such reports may include, but **are** not ~~be~~ limited to, levels of participation in promotional and educational activities, survey results of parent/guardian attitudes about allowing their child to walk or bicycle to school, tallies of the numbers of students using various modes of travel to and from school and how these numbers have changed over time, records of student attendance and on-time arrival, and injury data within the school and/or district attendance boundaries.

(cf. 0500 - Accountability)

Legal Reference:

EDUCATION CODE
32282 ~~32283~~ *Comprehensive safety plan*
44808 Liability for conduct or safety of students when not on district property
45450-45451 Crossing guards
GOVERNMENT CODE
65352.2 General planning; communication between cities, counties and school districts
STREETS AND HIGHWAYS CODE
~~*2333.5 Safe routes to schools construction program*~~
2380-2385 Active Transportation Program
VEHICLE CODE
*21200-**21213** ~~21212~~ Operation of bicycles, especially:*
21212 Helmet required for bicycle, nonmotorized scooter, skateboard, skates
21949-21971 Pedestrian rights and duties

Legal Reference continued: (see next page)

Legal Reference: (continued)

UNITED STATES CODE, TITLE 23
133 Surface transportation block grant program
148 Highway safety improvement program
UNITED STATES CODE, TITLE 42
1758b Local wellness policy
COURT DECISIONS
Cerna v. City of Oakland (2008) 161 Cal.App.4th 1340

Management Resources:

~~*CSBA PUBLICATIONS*~~
~~*Safe Routes to School: Program and Policy Strategies for School Districts, Policy Brief, August 2009*~~
~~*Building Collaboration: Tools and Ideas for Creating Active Living, Healthy Eating Communities, August 2009*~~
CALIFORNIA DEPARTMENT OF TRANSPORTATION PUBLICATIONS
Active Transportation Program Fact Sheet, January 2020
ATP Purpose and Goals as Defined by the State Legislature and SB 99, March 2015
NATIONAL CENTER FOR SAFE ROUTES TO SCHOOL PUBLICATIONS
Safe Routes to School Guide
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION PUBLICATIONS
Advancing Pedestrian and Bicyclist Safety: A Primer for Highway Safety Professionals, April 2016
~~*Safe Routes to School Toolkit, 2002*~~
SAFE ROUTES TO SCHOOL NATIONAL PARTNERSHIP PUBLICATIONS
Safe Routes to School by the Numbers: Using Data to Foster Walking and Biking to School, June 2016
Safe Routes to School 2009 Policy Report: Moving to the Future: Building on Early Achievements, March 2009
WEB SITES
CSBA: http://www.csba.org
~~*California Center for Physical Activity: http://www.caphysicalactivity.org*~~
California Department of Transportation, Safe Routes to School:
http://www.dot.ca.gov/hq/LocalPrograms/saferoutes/saferoutes.htm
National Center for Safe Routes to School: http://www.saferoutesinfo.org
National Highway Traffic Safety Administration: http://www.nhtsa.gov
Safe Routes ~~to School National~~ Partnership: http://www.saferoutespartnership.org
U.S. Department of Transportation, Federal Highway Administration, Safe Routes to School:
~~*http://safety.fhwa.dot.gov/saferoutes*~~ ***https://www.fhwa.dot.gov/environment/safe_routes_to_school***

(7/09) 6/21

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CSBA Sample

NEW

Administrative Regulation

Students AR 5142.2(a)

SAFE ROUTES TO SCHOOL PROGRAM

Note: The following **optional** administrative regulation should be revised to reflect district practice. The strategies listed below are organized around the "~~five~~ **fundamental** E's" ~~(education, encouragement, enforcement, engineering, and evaluation) recommended for~~ inclusion in ~~all~~ local programs by the U.S. Department of Transportation's Federal Highway Administration **(NHTSA)** and the National Center for Safe Routes to School's online resource guide~~, the Safe Routes to School Guide~~. **NHTSA's Advancing Pedestrian and Bicyclist Safety: A Primer for Highway Safety Professionals states that the most often addressed E's are engineering, education, and enforcement, with encouragement and engagement, evaluation, emerging technologies, emergency response, and equity as other important E's to consider.**

District strategies to improve student safety along routes to school and to promote walking, bicycling, and other forms of active transport to school by students may include:

1. Education activities that promote safety and awareness, such as:

   a. Instructing students about pedestrian, bicycle, and personal safety

   b. Instructing students about the health**, academic,** and environmental benefits of walking, bicycling, and other forms of active transport to school

(cf. 3510 - Green School Operations)
(cf. 5030 - Student Wellness)
(cf. 6142.7 - Physical Education and Activity)
(cf. 6142.8 - Comprehensive Health Education)

   c. Offering driver safety ~~education~~ **information** to high school students, parents/guardians, and the community **to promote safety around school campuses and routes**

2. Encouragement strategies designed to generate interest in active transport to school, such as:

   a. Organizing or facilitating "walking school buses" and/or "bicycle trains" whereby students walk or bike to school in groups escorted by parents/guardians or other volunteers as needed

   b. Organizing special events and activities, such as Walk or Bike to School Day, International Walk to School Month, or year-round competitions

   c. Publicizing the district's efforts in order to build support of parents/guardians and the community, including providing information about the district's safe

SAFE ROUTES TO SCHOOL PROGRAM (continued)

routes to school program in parent/guardian communications and in any notifications about transportation options

(cf. 1112 - Media Relations)
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District Sponsored Social Media)
(cf. 3540 - Transportation)
(cf. 3541 - Transportation Routes and Services)

3. Enforcement strategies to deter unsafe behaviors of drivers, pedestrians, and bicyclists, such as:

a. Initiating or expanding crossing guard, student safety patrol, and/or parent/guardian safety patrol programs

(cf. 5142 - Safety)

b. Partnering with local law enforcement to help ensure that traffic laws are obeyed in the vicinity of schools and to implement appropriate measures such as placement of speed feedback monitors, ticketing, and/or driver safety campaigns

c. Monitoring to ensure that students who bicycle to school or who use skateboards, skates, or nonmotorized scooters wear helmets in accordance with Vehicle Code 21212

4. Engineering strategies that address the design, implementation, operation, and maintenance of traffic control devices or physical measures, such as:

a. Working with local government agencies, parents/guardians, school staff, and others as appropriate to gather data about environmental conditions and hazards along routes to school

(cf. 1220 - Citizen Advisory Committees)
(cf. 1230 - School-Connected Organizations)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 6020 - Parent Involvement)

b. Working with local government agencies to make operational and physical improvements that reduce or eliminate hazards, such as reducing motor vehicle traffic speeds in the area and establishing safer and fully accessible crosswalks, walkways, trails, and bikeways

SAFE ROUTES TO SCHOOL PROGRAM (continued)

c. Assessing the adequacy, accessibility, and safety of bicycle parking at schools and making modifications as needed, such as increasing the number of or relocating bicycle racks and/or equipment storage areas

(cf. 7111 - Evaluating Existing Buildings)

d. Considering safe routes to school when making decisions about siting and designing of new schools

(cf. 7110 - Facilities Master Plan)
(cf. 7150 - Site Selection and Development)

Note: See the accompanying Board policy for additional information about program evaluation, including examples of indicators that may be used to measure program implementation and effectiveness.

5. Evaluation to assess progress toward program goals, including:

a. Gathering and interpreting data based on indicators established by the Superintendent ~~or designee~~ and the Governing Board

b. Presenting data to the Board, program partners, and the public

c. Recommending program modifications as needed

6. Emerging technologies that aid in the prevention and mitigation of accidents

7. Emergency response in managing injuries after an accident occurs, including, but not limited to, training staff, crossing guards, student and/or parent/guardian safety patrols, and other volunteers who assist with drop-off and pick-up in emergency procedures

(cf. 0450 - Comprehensive Safety Plan)

8. Equity, such that resources are distributed in a manner that provides safe access and participation in an equitable manner

(cf. 0415 - Equity)

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Board Policy

Students BP 5145.12(a)

SEARCH AND SEIZURE

Note: The following **optional** policy ~~and accompanying administrative regulation~~ should be modified to reflect district practice. **The legality of a search by school officials is complex and depends on the particular circumstances surrounding the search. Districts with specific questions about the legality of a search should consult legal counsel.** It is also recommended that the district work with legal counsel to provide staff development for employees conducting searches on behalf of the district.

The following policy and accompanying administrative regulation address circumstances under which searches of individual students may be authorized based on individualized suspicion, and circumstances under which the district may conduct searches without individualized suspicion (e.g., searches of lockers, use metal detectors, or use contraband detection dogs). In In re Sean A., the Court of Appeal upheld a limited search for weapons or drugs without individualized suspicion where a school policy called for students who left campus and returned in the middle of the day to be searched. Districts that wish to develop policy authorizing limited searches for weapons or drugs without individualized suspicion should consult legal counsel.

The Governing Board is fully committed to promoting a safe learning environment and, to the extent possible, eliminating the possession and use of weapons, illegal drugs, and other controlled substances by students on school premises and at school activities. As necessary to protect the health and welfare of students and staff, **and only as authorized by law, Board policy, and administrative regulation,** school officials may search students, their property, and/or district property under their control and may seize illegal, unsafe, or otherwise prohibited items. ~~The Board urges that employees~~ **School officials shall** exercise discretion and **use** good judgment **when conducting searches**.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 3515 - Campus Security)
(cf. 3515.3 - District Police/Security Department)
(cf. 5131 - Conduct)
(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5145.3 - Nondiscrimination/Harassment)

~~The Board urges that employees exercise discretion and good judgment. When conducting a search or seizure, employees shall act in accordance with law, Board policy, and administrative regulation.~~

~~*(cf. 0410 - Nondiscrimination in District Programs and Activities)*~~
~~*(cf. 1312.1 - Complaints Concerning District Employees)*~~
~~*(cf. 5145.3 - Nondiscrimination/Harassment)*~~

SEARCH AND SEIZURE (continued)

~~Note: As discussed below, the law surrounding student searches is complex. Therefore, it is recommended that the district work with legal counsel to provide training for employees conducting searches on behalf of the district.~~

The Superintendent or designee shall ensure that staff who conduct student searches receive training regarding the requirements of the district's policy and administrative regulation and other legal issues, as appropriate.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331- Staff Development)

~~Individual~~ Searches Based on Individualized Suspicion

Note: The Fourth Amendment of the U.S. Constitution, which prohibits unreasonable search and seizure, also applies to students in the school setting. In New Jersey v. T.L.O., the U.S. Supreme Court held that the legality of a search of a student and/or ~~his/her~~ **the student's** belongings depends on whether the search is "reasonable." The "reasonableness" of a search depends on two factors: (1) whether there is individualized suspicion that the search will turn up evidence of a student's violation of the law or school rules and (2) whether the search is reasonably related to the objectives of the search and not excessively intrusive in light of the student's age, gender, and/or the nature of the infraction.

In Redding v. Safford Unified School District, the U.S. Supreme Court held that a strip search of a student ~~(permissible in Arizona schools)~~ was beyond the scope and overly intrusive in light of the seriousness of the student's alleged violation (i.e., possession of ibuprofen), the lack of immediate danger, and the lack of justification for the search given that the basis of the search was an uncorroborated tip from a fellow student. Although the specific type of search discussed in the court decision is not permissible in California schools pursuant to Education Code 49050, the factors considered by the court are applicable to an analysis as to whether a search is reasonable in scope, as specified below.

~~The law regarding searches of students' cellular phones, personally owned computers, or other personal communications devices is still developing. It is especially difficult to determine whether the school can impose discipline in circumstances where the behavior, such as sending a threatening message, occurs off-campus; see BP 5131 - Conduct. When the student brings an electronic device onto school grounds, it may be searched by school officials, but the search is subject to the same legal standards as a search of other student property, such as a backpack or purse. Therefore, when searching a student's personally owned electronic device, the district must have individualized suspicion that the search will lead to evidence that the student is violating a specific law or school rule and the scope of the search must be reasonably related to that violation. For example, searching a student's phone for evidence against another student or searching text messages extending well beyond the period of time of the alleged violation would likely be considered excessive in scope and thus unlawful. These standards for personally owned items are not applicable to a district's right to monitor a student's use of district-owned computer equipment or networks, subject to the district's acceptable use agreement; see BP/E 6163.4 - Student Use of Technology.~~

School officials may search an~~y~~ individual student, ~~his/her~~ **the student's** property, or district property under ~~his/her~~ **the student's** control when there is a reasonable suspicion that the search will uncover evidence that ~~he/she~~ **the student** is violating the law, Board policy,

administrative regulation, or other rules of the district or the school. Reasonable suspicion shall be based on specific and objective facts that the search will produce evidence related to the alleged violation.

~~The types of student property that may be searched by school officials include, but are not limited to, lockers, desks, purses, backpacks, student vehicles parked on district property, cellular phones, or other electronic communication devices~~.

~~Note: In Redding v. Safford Unified School District, the U.S. Supreme Court held that a strip search of a student (permissible in Arizona schools) was beyond the scope and overly intrusive in light of the seriousness of the student's alleged violation (i.e., possession of ibuprofen), the lack of immediate danger, and the lack of justification for the search given that the basis of the search was an uncorroborated tip from a fellow student. Although the specific type of search discussed in the court decision is not permissible in California schools pursuant to Education Code 49050, the factors considered by the court are applicable to an analysis as to whether a search is reasonable in scope, as specified below.~~

Any search of a student, ~~his/her~~ **the student's** property, or district property under ~~his/her~~ **the student's** control shall be limited in scope and designed to produce evidence related to the alleged violation. Factors to be considered by school officials when determining the scope of the search shall include the danger to the health or safety of students or staff, such as the possession of weapons, drugs, or other dangerous instruments, and whether the item(s) to be searched by school officials are reasonably related to the contraband to be found. In addition, school officials shall consider the intrusiveness of the search in light of the student's age, gender, and the nature of the alleged violation.

The types of student property that may be searched by school officials include, but are not limited to, lockers, desks, purses, backpacks, **and** student vehicles parked on district property~~, cellular phones, or other electronic communication devices~~.

Note: In California, searches of personal electronic devices such as cellular phones are subject to the restrictions imposed by Penal Code 1546.1 in addition to the prohibitions against unreasonable searches and seizures under the Fourth Amendment. Districts with questions about searches of electronic devices such as cellular phones should consult legal counsel.

A student's personal electronic device may be searched only if a school official, in good faith, believes that an emergency involving danger of death or serious physical injury to the student or others requires access to the electronic device information.

(cf. 6163.4 - Student Use of Technology)

Employees shall not conduct strip searches or body cavity searches of any student. (Education Code 49050)

Searches of individual students shall be conducted in the presence of at least two district employees.

BP 5145.12(d)

The principal or designee shall notify the parent/guardian of a student subjected to an individualized search as soon as possible after the search.

(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)

Searches of ~~Multiple~~ Student Lockers~~/~~ and Desks

Note: **The ability of school officials to search a locker without individualized suspicion depends on whether, under the circumstances, the student has a reasonable expectation of privacy in the locker. In In re Cody S., the Court of Appeal observed that, while students in California generally have a reasonable expectation of privacy in lockers, that expectation can be limited where school policy makes it clear that lockers are the property of the district and subject to search. Nonetheless, board policy alone will not determine whether a student has a reasonable expectation of privacy in a locker as other circumstances such as staff communication and school practice can also inform the reasonableness of a student's expectation of privacy. Districts with specific questions about whether school officials can search lockers without individualized suspicion should consult legal counsel.**

~~Like other student belongings, individual lockers and desks may be searched when there is reasonable, individualized suspicion, subject to the limits discussed in the above section entitled "Individual Searches." An argument could be made that, because lockers and desks are the property of the district, a student does not have an expectation of privacy and thus school officials could search them at any time, without individualized suspicion. However, because California courts have not ruled on this issue, the state of the law is unclear and districts that wish to develop policy authorizing searches of lockers and desks at any time, without individualized suspicion, should consult legal counsel.~~

The following **optional** section is for districts that conduct regular, announced inspections of multiple student lockers and/or desks **and should be revised to reflect district practice**~~.~~ ~~Because such searches are random and announced in advance, individualized suspicion is not required.~~

All student lockers and desks are the property of the district. The principal or designee may conduct a general inspection of school properties that are within the control of students, such as lockers and desks, on a regular, announced basis, with students standing by their assigned lockers or desks. Any items contained in a locker or desk shall be considered to be the property of the student to whom the locker or desk was assigned.

Use of Metal Detectors

Note: **In In re Latasha W., the Court of Appeal upheld a policy of random weapons screening with a handheld metal detector. In addition, an** ~~An~~ Attorney General opinion (75 Ops.Cal.Atty.Gen. 155 (1992)) states that the reasonable use of metal detectors to deter the presence of weapons in schools is appropriate without individualized suspicion. The Attorney General recommends that the Governing Board make a specific finding identifying the rationale for the use of metal detectors. This finding need not be based on a specific weapons incident, but rather may be based on the need for metal detectors in response to the general harm caused by weapons and the need to provide a safe learning environment.

The following **optional** paragraph should be modified to reflect the district's rationale for the use of metal detectors.

The Board ~~believes~~ **finds** that the presence of weapons in the schools threatens the district's ability to provide the safe and orderly learning environment to which district students and staff are entitled. The Board also ~~believes~~ **finds** that metal detector searches offer a reasonable means to keep weapons out of the schools and mitigate the fears of students and staff.

Note: The Board should consider where and when metal detectors will be used, such as on a permanent basis at certain sites, rotated among sites, during regular school hours, and/or during special events such as athletic events or dances. To ensure that a metal detector search is reasonable, the Attorney General recommends that an administrative plan be established which contains uniform, established procedures and adequate safeguards against arbitrary and capricious enforcement by school officials. For example, the plan may specify that metal detectors be used at randomly selected schools or that students will be searched on a random basis (e.g., every fifth student entering). The key is to ensure that neutral criteria are applied so that the persons conducting the search do not exercise discretion in determining whether specific persons are targeted or selected for the search. The Attorney General's opinion also recommends that the district's use of metal detectors be incorporated into the district and/or school site safety plan; see BP/AR 0450 - Comprehensive Safety Plan. See the accompanying administrative regulation for other safeguards identified by the Attorney General.

The Superintendent or designee shall use metal detectors ~~at district schools~~ as necessary to **keep weapons out of schools and** help provide a safe learning environment. ~~He/she~~ **The Superintendent or designee** shall establish a plan to ensure that metal detector searches are conducted in a uniform and consistent manner.

Use of Contraband Detection Dogs

Note: The following **optional** section is for districts that use trained dogs for random and unannounced inspections for contraband. Prior to instituting such a program, districts wishing to conduct these types of "sniff searches" should make specific findings as to the need for the program and consult legal counsel.

Legally, problems arise when individual persons are sniffed and when students are separated from their belongings so that the belongings can be sniffed. In B.C. v. Plumas, the 9th Circuit Court of Appeals concluded that the random and suspicionless dog sniff of a student as he walked by the dog while exiting the room was unreasonable. The court found compelling the fact that there were not specific findings of a serious drug problem at the school that would necessitate the need for the use of the dogs. This court did not rule on whether sniffs of inanimate objects (such as automobiles or lockers) in a school setting are legal. However, courts outside of California (Zamora v. Pomeroy and Horton v. Goose Creek Independent School District) have indicated that dog sniffing around lockers and cars would probably not be deemed a "search" and thus would be permissible on a random basis without individualized suspicion. If the dog then alerts on a particular car or locker, this alert could then constitute the reasonable suspicion needed in order to conduct a search.

The law is unclear as to whether the district can conduct random and unannounced use of dogs whereby students are asked or required to leave their belongings so that the dog can sniff those belongings. An Attorney General opinion (83 Ops.Cal.Atty.Gen. 257 (~~2001~~ **2000**)) states that, unless exigent circumstances exist (e.g., supporting data of a known drug problem), requiring students to leave their belongings behind in the classroom (e.g., backpacks, purses, jackets) in order to conduct random, unannounced and neutral sniff

tests on students' personal belongings would be unreasonable and therefore unconstitutional. Whether the district can "ask" students to leave their belongings behind is also questionable since such a request might be considered an unconstitutional "seizure." Districts that wish to institute either type of policy should consult legal counsel and have specific data demonstrating the need for such a policy. Although Attorney General opinions are not law, they are generally afforded deference by the courts. See the accompanying administrative regulation.

In an effort to keep the schools free of dangerous contraband, the district may use specially trained, nonaggressive dogs to sniff out and alert staff to the presence of substances prohibited by law or Board policy. The dogs may sniff the air around lockers, desks, or vehicles on district property or at district-sponsored events. Dogs shall not sniff within the close proximity of students or other persons and may not sniff any personal items on those persons **without individualized suspicion.** ~~without their consent~~.

Legal Reference: (see next page)

Legal Reference:

EDUCATION CODE
32280-32289 School safety plans
35160 Authority of governing boards
35160.1 Broad authority of school districts
48900-48927 Suspension and expulsion
49050-49051 Searches by school employees
49330-49334 Injurious objects
PENAL CODE
626.9 Firearms
626.10 Dirks, daggers, knives or razor
1546-1546.1 Production of or access to electronic communication information
CALIFORNIA CONSTITUTION
Article I, Section 28(c) Right to Safe Schools
COURT DECISIONS
In G.C. v. Owensboro Public Schools (6th Cir. 2013) 711 F.3d 623
In re Sean A. (2010) 191 Cal. App. 4th 182
Redding v. Safford Unified School District, ***(2009)*** *557 U.S. 364* ~~*(2009)*~~
~~*B.C. v. Plumas, (9th Cir. 1999) 192 F.3d 1260*~~
Jennings v. Joshua Independent School District~~,~~ ***(5th Cir. 1992) 948 F.2d 194*** ~~***557 U.S. 364 (2009)***~~
In re Cody S., 121 Cal. App. 4th 86, 92 (2004)
Klump v. Nazareth Area School District (E.D. Pa. 2006) 425 F. Supp. 2d 622, 640
In Re William V. (2003) 111 Cal.App.4th 1464
B.C. v. Plumas~~,~~ *(9th Cir. 1999) 192 F.3d 1260*
In re Latasha W. (1998), 60 Cal. App. 4th 1524
O'Connor v. Ortega, (1987) 480 U.S. 709
In re William G (1985) 40 Cal. 3d 550
New Jersey v. T.L.O., (1985) 469 U.S. 325
Horton v. Goose Creek Independent School District, (5th Cir. 1982) 690 F.2d 470
Zamora v. Pomeroy, (10th Cir. 1981) 639 F.2d 662
ATTORNEY GENERAL OPINIONS
83 Ops.Cal.Atty.Gen. 257 ***(~~2001~~ 2000)***
75 Ops.Cal.Atty.Gen. 155 (1992)

Management Resources:

NATIONAL INSTITUTE OF JUSTICE PUBLICATIONS
The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies, 1999
WEB SITES
CSBA: http://www.csba.org
California Attorney General's Office: http://caag.state.ca.us
California Department of Education, Safe Schools: http://www.cde.ca.gov/ls/ss
National Institute of Justice: http://www.ojp.usdoj.gov/nij

(3/01 11/08) 6/21

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Policy 5145.12: Search And Seizure

Status: ADOPTED

Original Adopted Date: 06/13/2019 **| Last Reviewed Date:** 06/13/2019

The Board of Education is fully committed to promoting a safe learning environment and, to the extent possible, eliminating the possession and use of weapons, illegal drugs, and other controlled substances by students on school premises and at school activities. As necessary to protect the health and welfare of students and staff, school officials may search students, their property, and/or district property under their control and may seize illegal, unsafe, or otherwise prohibited items.

The Board urges that employees exercise discretion and good judgment. When conducting a search or seizure, employees shall act in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee shall ensure that staff who conduct student searches receive training regarding the requirements of the district's policy and administrative regulation and other legal issues, as appropriate.

Individual Searches

School officials may search any individual student, his/her property, or district property under his/her control when there is a reasonable suspicion that the search will uncover evidence that he/she is violating the law, Board policy, administrative regulation, or other rules of the district or the school. Reasonable suspicion shall be based on specific and objective facts that the search will produce evidence related to the alleged violation. The types of student property that may be searched by school officials include, but are not limited to, lockers, desks, purses, backpacks, cellular phones, or other electronic communication devices.

Any search of a student, his/her property, or district property under his/her control shall be limited in scope and designed to produce evidence related to the alleged violation. Factors to be considered by school officials when determining the scope of the search shall include the danger to the health or safety of students or staff, such as the possession of weapons, drugs, or other dangerous instruments, and whether the item(s) to be searched by school officials are reasonably related to the contraband to be found. In addition, school officials shall consider the intrusiveness of the search in light of the student's age, gender, and the nature of the alleged violation.

Employees shall not conduct strip searches or body cavity searches of any student. (Education Code 49050)

Searches of individual students shall be conducted in the presence of at least two district employees.

The Superintendent or designee shall notify the parent/guardian of a student subjected to an individualized search as soon as possible after the search.

Searches of Multiple Student Lockers/Desks

All student lockers and desks are the property of the district. The Superintendent or designee may conduct a general inspection of school properties that are within the control of students, such as lockers and desks, on a regular, announced basis, with students standing by their assigned lockers or desks. Any items contained in a locker or desk shall be considered to be the property of the student to whom the locker or desk was assigned.

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

State References	Description
CA Constitution Article I, Section 28(c)	Right to Safe Schools - https://simbli.eboardsolutions.com/SU/G5dZ2hJx2fjXslshlvWSYTNiQ==
Ed. Code 32280-32289	School safety plans
Ed. Code 35160	Authority of governing boards
Ed. Code 35160.1	Broad authority of school districts
Ed. Code 48900-48927	Suspension and expulsion
Ed. Code 49050-49051	Searches by school employees
Ed. Code 49330-49334	Injurious objects

Pen. Code 626.10	Dirks, daggers, knives or razor
Pen. Code 626.9	Firearms

Management Resources References	Description
Attorney General Opinion	18 Ops.Cal.Atty.Gen. 114 (1951)
Court Decision	A.M. v. Albertsons, LLC, (2009) Cal.App.4th 455
National Institute of Justice Publication	The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies, rev. 2005
Website	AASA The School Superintendents Association - https://simbli.eboardsolutions.com/SU/MOaF8AO8cslshSlfGc13QQoEQ==

Cross References	Description
3513.4	Drug And Alcohol Free Schools - https://simbli.eboardsolutions.com/SU/RsyNOO67E9LtdDgFPQwcig==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/pCh2U58n8XLo7sdGMLSujQ==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/DeifKNzy8ewCAslshHo7IKtHA==
3515.3	District Police/Security Department - https://simbli.eboardsolutions.com/SU/ThjcPyO0ekUJ2UV3ySsQiQ==
3515.3	District Police/Security Department - https://simbli.eboardsolutions.com/SU/Z3Ivz9vxU2oiWyN9L92y6Q==
5111	Admission - https://simbli.eboardsolutions.com/SU/Ny7YU3vDyLU4bVvSmqWfMg==
5111	Admission - https://simbli.eboardsolutions.com/SU/ggCIQfDwslshpV97BtplusBPZYpA==
5111.1	District Residency - https://simbli.eboardsolutions.com/SU/Bgrve0Gbkwy2h7YR9OcBmQ==
5111.1	District Residency - https://simbli.eboardsolutions.com/SU/GPT61WhRNQ8pHfa3UXX8Ng==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/FMMhDMxyEMsiZAVEslshLqbFg==
5125.1	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/VplussOE8US1DVte1kbeN6K3Q==
5125.1	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/yNQLcnMaslshCQerLAitMld6A==
5125.1-E(1)	Release Of Directory Information - https://simbli.eboardsolutions.com/SU/UO2j3yqobJ6YRTuLeugtIA==
5131	Conduct - https://simbli.eboardsolutions.com/SU/xIZ9Gc1UILhCCQT5CCGHtg==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/kWRplusbnOoZSIWwJmVGTs0Zw==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/O9dpMNxs57RsmdEMWPQ4slshw==
5131.6	Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/2fZOgaza7FWB0KouzttxEA==
5131.6	Alcohol And Other Drugs - https://simbli.eboardsolutions.com/SU/eP7p7amj6UOAQB1iaTOjdw==

5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/EewqoEClK5UDQqEKcx0plusIA==
5131.7	Weapons And Dangerous Instruments - https://simbli.eboardsolutions.com/SU/1ua4GmBiqJVrDZxxZWNqLA==
5131.8	Mobile Communication Devices - https://simbli.eboardsolutions.com/SU/f6D4mEiYdVRIGfMclkViAQ==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/fGeSjWun3Qmomh2eslT8pQ==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/H9XqUCTnawzYMnWhyVIiBg==
5145.11	Questioning And Apprehension By Law Enforcement - https://simbli.eboardsolutions.com/SU/XplusZplus5ZnXfeJGAEHovnlgyQ==
5145.13	Response To Immigration Enforcement - https://simbli.eboardsolutions.com/SU/HrCj1lQplusf445eslsh3plus9b8PXg==
5145.13	Response To Immigration Enforcement - https://simbli.eboardsolutions.com/SU/R3FcYAwKSkHz7pO9Y0rQlQ==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/00NExJkgxdxvn59cG6hxslshg==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/H1TslshcOVjvTplusTFFslsh35CuG1Q==
5145.6	Parental Notifications - https://simbli.eboardsolutions.com/SU/gR6ucyZS56duPchfmGVPslshQ==
5145.6-E(1)	Parental Notifications - https://simbli.eboardsolutions.com/SU/i1IPc7H4r7uslsh0slshTWOspoew==
5145.9	Hate-Motivated Behavior - https://simbli.eboardsolutions.com/SU/z4yTt2JmlYRxoWYur3yynQ==
6163.4	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/VoppNbk4pBgl2gPK2huvrQ==
6163.4-E(1)	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/cMfYbPZNNyLJKpE7JPMKxg==

HATE-MOTIVATED BEHAVIOR

Note: The following **optional** policy addresses prevention strategies for hate-motivated incidents and should be modified to reflect district practice. Elements of this policy may be integrated into existing district and school site plans, such as the local control and accountability plan, comprehensive school safety plan, and staff development plans.

The Governing Board is committed to providing a **respectful, inclusive, and** safe learning environment that protects students from discrimination, harassment, intimidation, bullying, **or any other type of behavior that is motivated by hate.** ~~and other behavior motivated by a person's hostility towards another person's real or perceived ethnicity, national origin, immigrant status, sex, gender, sexual orientation, religious belief, age, disability, or any other physical or cultural characteristic. The Superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents if they occur.~~

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0415 - Equity)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 5131- Conduct)
(cf. 5131.2 - Bullying)
(cf. 5131.5 - Vandalism and Graffiti)
(cf. 5136 - Gangs)
(cf. 5137 - Positive School Climate)
(cf. 5141.52 - Suicide Prevention)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

Note: The following paragraph reflects the definition of "hate-motivated behavior" specified in the California Department of Education's (CDE) publication Bullying at School, expanded to include the categories of protected characteristics identified in state and federal law. Also see BP 0410 - Nondiscrimination in District Programs and Activities and AR 1312.3 - Uniform Complaint Procedures.

Hate-motivated behavior **is any behavior intended to cause emotional suffering, physical injury, or property damage through intimidation, harassment, bigoted slurs or epithets, force or threat of force, or vandalism motivated in part or in whole by bias or hostility toward the victim's real or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55.**

The Superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents **in a timely manner ~~if~~ when** they occur.

Note: Hate-motivated behavior, such as an assault, physical threat, bomb threat, destruction of property, graffiti, and ~~certain types of~~ vandalism, may constitute a crime under state or federal law. Local law enforcement agencies**,** ~~and~~ human rights commissions**, and community organizations** throughout the state have established countywide hate crimes networks aimed at responding to and preventing hate crimes.

Districts can identify local hate crime resources through the California Association of Human Relations Organizations, which conducts activities designed to protect human and civil rights **by creating a climate of respect and inclusion** through networks of collaborations that reduce community tension and build intergroup relationships.

~~The following **optional** paragraph should be revised to reflect district practice.~~

The Superintendent or designee shall collaborate with regional programs and community organizations to promote ~~safe~~ **an** environment~~s~~ ~~for youth~~ **where diversity is celebrated and hate-motivated behavior is not tolerated**. Such collaborative efforts shall focus on ~~ensuring an efficient use of district and community resources, developing~~ **the development of** effective prevention strategies and response plans, ~~providing~~ **provision of** assistance to students affected by hate-motivated behavior, and/or ~~educating~~ **education of** students who have perpetrated hate-motivated acts.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 5148.2 - Before/After School Programs)

The district shall provide students with age-appropriate instruction that**:**

1. ~~i~~**I**ncludes the development of social-emotional learning~~;~~

2. ~~p~~**P**romotes ~~their~~ **an** understanding**, awareness, appreciation,** ~~of~~ and respect for human rights, **human relations,** diversity, and acceptance in a multicultural society~~;~~

3. Explains the harm and dangers of explicit and implicit biases

4. Discourages discriminatory attitudes and practices ~~and~~

5. ~~p~~**P**rovides strategies to manage conflicts constructively~~.~~

(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 6142.3 - Civic Education)
(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6142.94 - History-Social Science Instruction)

HATE-MOTIVATED BEHAVIOR (continued)

As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

(cf. 6164.2 - Guidance/Counseling Services)

When appropriate, students who engage in hate-motivated behavior shall be disciplined.

(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

~~The Superintendent or designee shall ensure that the rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident are provided to students and parents/guardians.~~

Note: Education Code 218 requires CDE, by July 1, 2021, to develop and/or update resources for use in schools serving students in grades 7-12 for in-service training for the support of lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ) students, and strategies to increase support for LGBTQ students which improve overall school climate. Pursuant to Education Code 218, districts that serve students in grades 7-12 are encouraged to use such resources to provide training at least once every two years to teachers and other certificated staff.

The Superintendent or designee shall provide staff with training **that** ~~on~~**:**

1. Promotes an understanding of diversity, equity, and inclusion

2. Discourages the development of discriminatory attitudes and practices

3. Includes social-emotional learning and nondiscriminatory instructional and counseling methods

4. Supports the prevention, recognition, ~~recognizing~~ and **response** ~~preventing~~ **to** hate-motivated behavior

5. Raises the awareness and sensitivity of staff to potentially prejudicial and discriminatory behavior ~~and on~~

6. Includes effective~~ly~~ **enforcement** ~~enforcing~~ **of** rules for appropriate student conduct.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

HATE-MOTIVATED BEHAVIOR (continued)

Employees who engage in hate-motivated behavior shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

~~The Superintendent or designee shall ensure that the r~~**R**ules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident ~~are~~ **shall be** provided to students**, staff,** and parents/guardians.

This policy shall be posted in a prominent location on the district's web site in a manner that is readily and easily accessible to parents/guardians and students. (Education Code 234.6)

(cf. 1113 - District and School Web Sites)

Complaints ~~Process~~

Note: Pursuant to Education Code 234.1, districts are required to adopt a process for receiving and investigating complaints involving unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) based on race or ethnicity, nationality, **disability,** gender, **gender identity, gender expression,** sex, sexual orientation, religion, immigration status, or any characteristic contained in the definition of hate crimes in Penal Code 422.55**, or association with a person or group with one or more of these actual or perceived characteristics**. In addition, federal regulations require districts to adopt procedures providing for the prompt and equitable resolution of complaints of discrimination on the basis of sex (34 CFR 106.8), disability (34 CFR 104.7 and 28 CFR 35.107), and age (34 CFR 110.25). Pursuant to 5 CCR 4600-4670, uniform complaint procedures (UCP) must be used for this purpose. See BP/AR 1312.3 - Uniform Complaint Procedures. **Complaints of sexual harassment that meet the federal definition of sexual harassment in 34 CFR 106.30 must be addressed through the procedures specified in 34 CFR 106.44-106.45; see AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.**

Although some incidents of harassment, intimidation, or bullying may not fall within the provisions of Education Code 234.1 or federal civil rights regulations, CSBA ~~strongly~~ recommends that districts use the UCP to investigate all incidents (whether discriminatory or nondiscriminatory) to ensure consistent implementation by district staff. It is not always easy or possible for staff to know prior to an investigation
whether a student was victimized because of ~~his/her~~ **an** actual or perceived membership in a legally protected class. Those incidents found to involve discrimination based on the results of the investigation would then be resolved using the UCP. When an incident is determined to be nondiscriminatory, it should be resolved through the appropriate disciplinary process.

~~A student or parent/guardian who believes the student is a victim of hate-motivated behavior is strongly encouraged to report the incident to a teacher, the principal, or other staff member.~~

Any staff member who is notified that hate-motivated behavior has occurred, observes such behavior, or otherwise becomes aware of an incident shall immediately contact the ~~principal~~

HATE-MOTIVATED BEHAVIOR (continued)

~~or the~~ compliance officer responsible for coordinating the district's response to complaints and complying with state and federal civil rights laws. As appropriate, ~~he/she~~ **the staff member** shall also contact law enforcement.

(cf. 3515.3 - District Police/Security Department)
(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)

A student or parent/guardian who believes the student is a victim of hate-motivated behavior is ~~strongly~~ encouraged to report the incident to a teacher, the principal, **the district's compliance officer,** or other staff member.

Any complaint of hate-motivated behavior shall be investigated and, if determined to be discriminatory, shall be resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures **or other applicable procedure**. If, during the investigation, it is determined that a complaint is about nondiscriminatory behavior, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)
~~(cf. 5144 - Discipline)~~
~~(cf. 5144.1 - Suspension and Expulsion/Due Process)~~
~~(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))~~
(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

Legal Reference: (see next page)

HATE-MOTIVATED BEHAVIOR (continued)

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination
32282 School safety plans
48900.3 Suspension for hate violence
48900.4 Suspension or expulsion for ~~threats or~~ harassment, threats, or intimidation
GOVERNMENT CODE
11135 Prohibition of discrimination in programs or activities
PENAL CODE
422.55 Definition of hate crime
422.6 Crimes, harassment
CODE OF REGULATIONS, TITLE 5
4600-4670 Uniform ~~c~~omplaint ~~p~~rocedures
4900-4965 Nondiscrimination in elementary and secondary education programs
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
106.30 Discrimination on the basis of sex in education programs and activities; definitions
106.44 Recipient's response to sexual harassment
106.45 Grievance process for formal complaints of sexual harassment
110.25 Prohibition of discrimination based on age

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Bullying at School, 2003
CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS
Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018
HUMAN RIGHTS CAMPAIGN FOUNDATION PUBLICATIONS
California LGBTQ Youth Report, 2019
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter: Harassment and Bullying, October 2010
Dear Colleague Letter: Prohibited Disability Harassment, July 2000
WEB SITES
CSBA: http://www.csba.org
California Association of Human Relations Organizations: http://www.cahro.org
California Department of Education: http://www.cde.ca.gov
California Office of the Attorney General: http://oag.ca.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr

U.S. Department of Health and Human Services: http://www.stopbullying.gov

U.S. Department of Justice: https://www.justice.gov

(7/09 5/18) 6/21

Policy Reference UPDATE Service
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Policy 5145.9: Hate-Motivated Behavior

Status: ADOPTED

Original Adopted Date: 06/13/2019 **| Last Reviewed Date:** 06/13/2019

The Board of Education is committed to providing a safe learning environment that protects students from discrimination, harassment, intimidation, bullying, and other behavior motivated by a person's hostility towards another person's real or perceived ethnicity, national origin, immigrant status, sex, gender, sexual orientation, religious belief, age, disability, or any other physical or cultural characteristic. The Superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents if they occur.

The Superintendent or designee shall collaborate with regional programs and community organizations to promote safe environments for youth. Such collaborative efforts shall focus on ensuring an efficient use of district and community resources, developing effective prevention strategies and response plans, providing assistance to students affected by hate-motivated behavior, and/or educating students who have perpetrated hate-motivated acts.

The district shall provide students with age-appropriate instruction that includes the development of social-emotional learning, promotes their understanding of and respect for human rights, diversity, and acceptance in a multicultural society, and provides strategies to manage conflicts constructively.

As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

The Superintendent or designee shall ensure that the rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident are provided to students and parents/guardians.

The Superintendent or designee shall provide staff with training on recognizing and preventing hate-motivated behavior and on effectively enforcing rules for appropriate student conduct.

Complaint Process

A student or parent/guardian who believes the student is a victim of hate-motivated behavior is strongly encouraged to report the incident to a teacher, the principal, or other staff member.

Any staff member who is notified that hate-motivated behavior has occurred, observes such behavior, or otherwise becomes aware of an incident shall immediately contact the principal or the compliance officer responsible for coordinating the district's response to complaints and complying with state and federal civil rights laws. As appropriate, he/she shall also contact law enforcement.

Any complaint of hate-motivated behavior shall be investigated and, if determined to be discriminatory, shall be resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures. If, during the investigation, it is determined that a complaint is about nondiscriminatory behavior, the Superintendent or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

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

State References	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4900-4965	Nondiscrimination in elementary and secondary education programs
Ed. Code 200-262.4	Educational equity; prohibition of discrimination on the basis of sex - https://simbli.eboardsolutions.com/SU/ytTLslshoozWGUAbNL6kKkgxQ==
Ed. Code 32282	School safety plans
Ed. Code 48900.3	Suspension for hate violence
Ed. Code 48900.4	Suspension or expulsion for threats or harassment
Pen. Code 422.55	Definition of hate crime

Pen. Code 422.6	Crimes, harassment

Federal References	Description
28 CFR 35.107	Nondiscrimination on basis of disability; complaints
34 CFR 100.3	Discrimination prohibited
34 CFR 104.7	Designation of responsible employee for Section 504
34 CFR 106.8	Designation of responsible employee and adoption of grievance procedures
34 CFR 110.25	Notification of nondiscrimination on the basis of age

Management Resources References	Description
CA Office of the Attorney General Publication	California Department of Justice Guidelines for Access to Public Records, October 2017
California Department of Education Publication	01-05 Guidelines for Piloting Textbooks and Instructional Materials, rev. January 2015
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014
Website	AASA The School Superintendents Association - https://simbli.eboardsolutions.com/SU/MOaF8AO8cslshSlfGc13QQoEQ==

Cross References	Description
0410	Nondiscrimination In District Programs And Activities - https://simbli.eboardsolutions.com/SU/ngt3fUOS2yQJJKmjn5yXsQ==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/ymrUEwzwRGOLmy5dybtyiw==
0450	Comprehensive Safety Plan - https://simbli.eboardsolutions.com/SU/yqXemeWgpAB1z0mjDmESfw==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/pCh2U58n8XLo7sdGMLSujQ==
3515	Campus Security - https://simbli.eboardsolutions.com/SU/DeifKNzy8ewCAslshHo7IKtHA==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/KsmdzZgR1dWrqykgpaG2Kg==
3515.4	Recovery For Property Loss Or Damage - https://simbli.eboardsolutions.com/SU/XswpsOM6AvMPamfzbI8Vug==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/kJqyGLZ6NEslsht0VJCcrln0A==
4231	Staff Development - https://simbli.eboardsolutions.com/SU/L8yP6LVj9KCY0vQ8PORzvA==
5131	Conduct - https://simbli.eboardsolutions.com/SU/xIZ9Gc1UILhCCQT5CCGHtg==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/kWRplusbnOoZSIWwJmVGTs0Zw==
5131.2	Bullying - https://simbli.eboardsolutions.com/SU/O9dpMNxs57RsmdEMWPQ4slshw==
5131.4	Student Disturbances - https://simbli.eboardsolutions.com/SU/zvGNUsTplusJZ9ldu4nMrJMVg==
5131.4	Student Disturbances - https://simbli.eboardsolutions.com/SU/eYRNPN71dua4LIcF91qU5w==
5131.5	Vandalism And Graffiti - https://simbli.eboardsolutions.com/SU/XlDmdaf8Z5OMmxytVn78Bg==

5136	Gangs - https://simbli.eboardsolutions.com/SU/mmP0dNQsPkcAnZmgFeCjrg==
5136	Gangs - https://simbli.eboardsolutions.com/SU/jrTiePOXDZWVHYITSQslshF5A==
5137	Positive School Climate - https://simbli.eboardsolutions.com/SU/AvfPMzgRujCuQplusRsgkkgFA==
5138	Conflict Resolution/Peer Mediation - https://simbli.eboardsolutions.com/SU/zjW2XEy3C4MCxcRGQ9t2aA==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/N919anQeH38BWXoyqJ6IIw==
5141.52	Suicide Prevention - https://simbli.eboardsolutions.com/SU/fxfSgg26spJuspcVt4zX6A==
5144	Discipline - https://simbli.eboardsolutions.com/SU/AFcRplusAycuwgNfvAG4HFOow==
5144	Discipline - https://simbli.eboardsolutions.com/SU/34M9KfGtCjCMS4JEEYCs4w==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/fGeSjWun3Qmomh2esIT8pQ==
5144.1	Suspension And Expulsion/Due Process - https://simbli.eboardsolutions.com/SU/H9XqUCTnawzYMnWhyVIiBg==
5145.11	Questioning And Apprehension By Law Enforcement - https://simbli.eboardsolutions.com/SU/XplusZplus5ZnXfeJGAEHovnlgyQ==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/YEKhmItwCslsh5YZIPDR9vWMw==
5145.12	Search And Seizure - https://simbli.eboardsolutions.com/SU/kWsBhUGnqmZEopRm1e7oVA==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/aDr7slshplusUqXa7gxDbkQslshoxuw==
5145.2	Freedom Of Speech/Expression - https://simbli.eboardsolutions.com/SU/qxtwS3tSzJkNjPDYWMpluseoQ==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/00NExJkgxdxvn59cG6hxslshg==
5145.3	Nondiscrimination/Harassment - https://simbli.eboardsolutions.com/SU/H1TslshcOVjvTplusTFFslsh35CuG1Q==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/JplusjOEjaslshslshVXqOmynLczDnQ==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/dVtM4nsfrjRfZHmZPhFeqQ==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/3slshq0kP6i01dIvoZMdFHCvA==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/x0hb3hkKicXv7wIr4CYoQg==
6144	Controversial Issues - https://simbli.eboardsolutions.com/SU/uaAajN6Z56Qj1UjTdtDmeg==
6163.4	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/VoppNbk4pBgl2gPK2huvrQ==
6163.4-E(1)	Student Use Of Technology - https://simbli.eboardsolutions.com/SU/cMfYbPZNNyLJKpE7JPMKxg==
6164.2	Guidance/Counseling Services - https://simbli.eboardsolutions.com/SU/0jslshf1IF2LPmZM3bXas7Xvg==

6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/bK2RpukVayuly7msl23xyw==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/tcrV8LYA4O73m8rLxwSinw==

CSBA Sample
Board Policy

CHILD CARE AND DEVELOPMENT

Note: The following **optional** policy ~~is for use by districts that operate child care and development services through a contract with the California Department of Education (CDE)~~ **may be revised to reflect the type(s) of child care and development programs offered by the district**.

The Child Care and Development Services Act (Education Code 8200-8499.10) establishes a variety of child care programs ~~that may be offered by districts or other local providers. These include,~~ **including** ~~but are not limited to, General Child Care and Development, Resource and Referral, Alternative Payment, Migrant Child Care and Development, and Severely Handicapped programs~~ **resource and referral programs (Education Code 8210-8216; 5 CCR 18240-18248), alternative payment programs (Education Code 8220-8227.7; 5 CCR 18220-18231), migrant child care and development programs (Education Code 8230-8233), general child care and development programs (Education Code 8240-8244), and programs for children with special needs (Education Code 8250-8252). Pursuant to Welfare and Institutions Code 10200-10206, as added by SB 98 (Ch. 24, Statutes of 2020), effective July 1, 2021, the state's responsibility for administering these programs will transfer from the California Department of Education (CDE) to the California Department of Social Services (CDSS).**

~~The district may revise the following policy to reflect the specific program(s) offered by the district and to ensure its compliance with the terms of its contract(s) with the CDE. Compliance with major requirements for early education and support programs is reviewed during the CDE's Federal Program Monitoring/Contract Monitoring Review process.~~

For requirements pertaining to before-school and after-school programs, including the After-School Education and Safety program (Education Code 8482-8484.65) and 21st Century Community Learning Centers (Education Code 8484.7-8484.8), see BP/AR 5148.2 - Before/After School Programs. The California State Preschool Program (Education Code 8235-8239) for children ages 3-4 is addressed in BP/AR 5148.3 - Preschool/Early Childhood Education.

The Governing Board desires to provide child care and development services which meet the developmental needs of children and offer a convenient child care alternative for parents/guardians in the community.

(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6175 - Migrant Education Program)

The Board shall enter into a contract with the California Department of ~~Education (CDE)~~ **Social Services (CDSS)** for the provision of child care and development services by the district.

(cf. 3312 - Contracts)

Note: The following **optional** paragraph may be revised to reflect district practice. Education Code 8499-8499.7 establish county-level child care and development planning councils, with members selected by the

County Board of Supervisors and County Superintendent of Schools, to identify local priorities for child care and to develop policies to meet identified needs.

The district shall work cooperatively with the local child care and development planning council, public and private agencies, parents/guardians, and other community members to assess child care needs in the community, establish program priorities, obtain ongoing feedback on program quality, and supply information about child care options.

(cf. 1020 - Youth Services)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations Between Private Industry and the Schools)

Note: Pursuant to 5 CCR 18271, the district must have a written philosophical statement, goals, and objectives, approved by the Governing Board, which address each program component specified in 5 CCR 18272-18281. See the accompanying administrative regulation for required program components.

The Board shall approve for the district's child care and development program a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR 18272-18281 and the accompanying administrative regulation. (5 CCR 18271)

(cf. 0000 - Vision)
(cf. 0100 - Philosophy)
(cf. 0200 - Goals for the School District)

Eligibility and Enrollment

Note: Pursuant to 5 CCR 18105, districts contracting ~~with CDE~~ to offer child care services are **mandated** to develop written admissions policies and procedures that conform to requirements of 22 CCR 101218, as provided below. See the accompanying administrative regulation for additional language that fulfills this mandate.

Child care admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the child care center's program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and health examination requirements. (5 CCR 18105; 22 CCR 101218)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3540 - Transportation)
(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)

CHILD CARE AND DEVELOPMENT (continued)

Note: Education Code 8263 and 5 CCR 18106 establish eligibility criteria and priorities for subsidized child care services, as provided below and in the accompanying administrative regulation.

Eligibility is generally limited to children who reside within district boundaries. However, Education Code 8322 and 5 CCR 18107 authorize the Board to enter into an agreement with the boards of other districts to serve children who reside within those districts. The district may revise the following paragraph to reflect any such agreement approved by the Board.

The Superintendent or designee shall ensure that subsidized child care is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8263 and 5 CCR 18106.

Note: The following paragraph is **optional** and may be revised to reflect any district-established priorities for nonsubsidized services.

To the extent that space is available after the enrollment of children who are eligible for subsidized services, priority for admissions shall be given to district students, children of district students, and children of district employees.

(cf. 5111.1 - District Residency)
(cf. 5146 - Married/Pregnant/Parenting Students)

Staffing

Note: The Commission on Teacher Credentialing issues permits for child development program directors, site supervisors, master teachers, teachers, associate teachers, and assistants pursuant to criteria established in Education Code 8360-8370 and 5 CCR 80105-80125. The district may request ~~from the CDE~~ a waiver of the qualification requirements for a site supervisor upon demonstration of a compelling need, in accordance with Education Code 8208(aa) and 5 CCR 18295.

Health and Safety Code 1596.7995~~, as added by SB 792 (Ch. 807, Statutes of 2015),~~ requires that employees and volunteers at a day care center be immunized against influenza, pertussis, and measles, with specified exemptions. In addition, Health and Safety Code 1597.055~~, as amended by SB 792,~~ requires that teachers in a day care center obtain a tuberculosis clearance. See the accompanying administrative regulation.

The Superintendent or designee shall ensure that individuals working in child care and development programs have the necessary qualifications and have satisfied all legal requirements.

(cf. 1240 - Volunteer Assistance)
(cf. 4112.2 - Certification)
(cf. 4112.4/4212.4/4312.4 - Health Examinations)
(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

CHILD CARE AND DEVELOPMENT (continued)

Facilities

Note: **Optional** items #1-5 below present examples of methods that may be used to provide facilities for child care services and may be revised to reflect district practice.

~~Pursuant to Education Code 8278.3, districts providing subsidized child care services that have a current need for facilities are eligible to apply for loans under the Child Care Facilities Revolving Fund. For further information, see the CDE's web site.~~

Upon recommendation of the Superintendent or designee, the Board may approve any of the following for the provision of child care and development services:

1. The use of existing district facilities that have capacity
2. Renovation or improvement of district facilities to make them suitable for such services
3. Purchase of relocatable child care facilities
4. Inclusion of child care facilities in any new construction
5. Agreement with a public agency or community organization for the use of community facilities

(cf. 1330.1 - Joint Use Agreements)
(cf. 7110 - Facilities Master Plan)

The Superintendent or designee shall ensure that facilities used for child care services meet all applicable health and safety standards. (5 CCR 18020; 22 CCR 101238-101239.2)

Complaints

Note: Pursuant to 5 CCR 4610, the district's uniform complaint procedures should be used to resolve any complaint alleging violation of state or federal laws governing educational programs, including child care and development programs; see BP/AR 1312.3 - Uniform Complaint Procedures. However, **5 CCR 4611, as amended by Register 2020, No. 21, provides that** ~~as clarified in the CDE's brochure Uniform Complaint Procedures,~~ health and safety complaints regarding **licensed facilities that operate a** child care and development program~~s~~ should be referred to ~~other agencies~~ **CDSS** as described in the following paragraph and BP 1312.3.

Pursuant to 22 CCR 101156, all child care centers must be licensed by ~~the California Department of Social Services~~ **CDSS** unless exempted by law. See the accompanying administrative regulation for information about child care programs that are exempted from licensure requirements. If all of the district's child care services are ~~either licensed or all~~ license-exempt, ~~the district may revise the following paragraph to reflect the types of facilities maintained by the district.~~ **the following paragraph may be deleted.**

For a licensed child care center, any complaint alleging health and safety violations shall be referred to **CDSS** ~~the California Department of Social Services.~~ ~~For a license-exempt facility, such complaints shall be referred to the appropriate Child Development regional administrator.~~ **(5 CCR 4611)**

Any other alleged violation of state or federal laws governing child care and development programs shall be investigated and resolved using the district's procedures in BP/AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Program Evaluation

Note: 5 CCR 18279-18281 require child care and development programs to be evaluated through the ~~CDE's~~ standardized "Desired Results for Children and Families" system. The system requires a program self-evaluation that includes, but is not limited to, a staff assessment, a parent survey, and an environment rating scale ~~using instruments selected by the CDE; see the accompanying administrative regulation.~~ ~~The annual report submitted to the CDE also must include an action plan presented on the appropriate CDE form.~~

The Superintendent or designee shall annually conduct an evaluation of the district's child care and development services in accordance with state requirements. **The results of the evaluation shall be used to develop** ~~The evaluation report shall be submitted to the Board and the CDE along with~~ an action plan which establishes program goals and objectives for the coming year and addresses any areas identified as needing improvement. (5 CCR 18279-18281)

(cf. 0500 - Accountability)

Legal Reference: (see next page)

Legal Reference:

EDUCATION CODE

8200-8499.10 Child Care and Development Services Act, especially:
8200-8209 General provisions for child care and development services
8210-8216 Resource and referral program
8220-8226 Alternative payment program
8230-8233 Migrant child care and development program
8235-8239 California state preschool program
8240-8244 General child care programs
8250-8252 Programs for children with special needs
8263 Eligibility and priorities for subsidized child development services
8263.3 Disenrollment of families due to reduced funding levels
8263.4 Enrollment of students ages 11-12 years
8273-8273.3 Fees
~~*8278.3 Child Care Facilities Revolving Fund*~~
8360-8370 Personnel qualifications
8400-8409 Contracts
8482-8484.65 After-school education and safety program
8484.7-8484.8 21st Century community learning centers
8493-8498 Facilities
8499-8499.7 Local planning councils
49540-49546 Child care food program
49570 National School Lunch program
56244 Staff development funding

HEALTH AND SAFETY CODE

1596.70-1596.895 California Child Day Care Act
1596.90-1597.21 Day care centers
120325-120380 Immunization requirements

WELFARE AND INSTITUTIONS CODE
10200-10206 Early Childhood Development Act of 2020

CODE OF REGULATIONS, TITLE 5

4610-4687 Uniform complaint procedures
18000-18434 Child care and development programs, especially:
18012-18122 General requirements
18180-18192 Federal and state migrant programs
18210-18213 Severely handicapped program
18220-18231 Alternative payment program
18240-18248 Resource and referral program
18270-18281 Program quality, accountability
18290-18292 Staffing ratios
18295 Waiver of qualifications for site supervisor
18300-18308 Appeals and dispute resolution
80105-80125 Commission on Teacher Credentialing, child care and development permits

CODE OF REGULATIONS, TITLE 22

101151-101239.2 General requirements, licensed child care centers, especially:
101151-101163 Licensing and application procedures
101212-101231 Continuing requirements

Legal Reference continued: (see next page)

CHILD CARE AND DEVELOPMENT (continued)

Legal Reference: (continued)

UNITED STATES CODE, TITLE 42
1751-1769j National School Lunch Programs
9831-9852 Head Start programs
9858-9858q Child care and development block grant
CODE OF FEDERAL REGULATIONS, TITLE 7
210.1-210.31 National School Lunch program
CODE OF FEDERAL REGULATIONS, TITLE 45
98.2-98.93 Child care and development fund
COURT DECISIONS
CBS Inc. v. The Superior Court of Los Angeles County, State Department of Social Services, (2001) 91 Cal.App.4th 892

Management Resources:

~~*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*~~
~~*14-03a Revised Child Care and Development Fee Schedule, Management Bulletin, September 2014*~~
~~*Uniform Complaint Procedures, 2014*~~
~~*12-07 Disenrollment due to Maximum Reimbursable Amount Reduction, Management Bulletin, July 2012*~~
~~*Keeping Children Healthy in California's Child Care Environments: Recommendations to Improve Nutrition and Increase Physical Activity, 2010*~~
WEB SITES
CSBA: http://www.csba.org
California Association for the Education of Young Children: http://www.caeyc.org
California Child Development Administrators Association: http://www.ccdaa.org
California Department of Education, Early Education and Support Division: http://www.cde.ca.gov/sp/cd
California Department of Education, Early Education Management Bulletins: http://www.cde.ca.gov/sp/cd/ci/allmbs.asp
*California Department of Social Services~~:, Licensing Information: http://ccld.ca.gov/PG492.htm~~ **https://www.cdss.ca.gov***
California Head Start Association: http://caheadstart.org
California School-Age Consortium: http://calsac.org
Commission on Teacher Credentialing: http://www.ctc.ca.gov
National Association for the Education of Young Children: http://www.naeyc.org
U.S. Department of Education: http://www.ed.gov

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Policy 5148: Child Care And Development

Status: ADOPTED

Original Adopted Date: 06/13/2019 **| Last Reviewed Date:** 06/13/2019

The Board of Education desires to provide child care and development services which meet the developmental needs of children and offer a convenient early education program for parents/guardians in the community.

The Board shall enter into a contract with the California Department of Education (CDE) for the provision of early education and child and development services by the district.

The district shall work cooperatively with the local child care and development planning council, public and private agencies, parents/guardians, and other community members to assess child care and early education needs in the community, establish program priorities, obtain ongoing feedback on program quality, and supply information about child development program options.

The Board shall approve for the district's child care and development program a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR 18272-18281 and the accompanying administrative regulation. (5 CCR 18271)

Eligibility and Enrollment

Child care admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the child care center's program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and health examination requirements. (5 CCR 18105; 22 CCR 101218)

The Superintendent or designee shall ensure that subsidized child development programs are provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8263 and 5 CCR 18106.

To the extent that space is available after the enrollment of children who are eligible for subsidized services, priority for admissions shall be given to district students, children of district students, and children of district employees.

Staffing

The Superintendent or designee shall ensure that individuals working in child care and development programs have the necessary qualifications and have satisfied all legal requirements.

Facilities

Upon recommendation of the Superintendent or designee, the Board may approve any of the following for the provision of child care and development services:

1. The use of existing district facilities that have capacity
2. Renovation or improvement of district facilities to make them suitable for such services
3. Purchase of relocatable child development program facilities
4. Inclusion of child development program facilities in any new construction
5. Agreement with a public agency or community organization for the use of community facilities

The Superintendent or designee shall ensure that facilities used for child development program services meet all applicable health and safety standards. (5 CCR 18020; 22 CCR 101238-101239.2)

Complaints

For a licensed child development program center, any complaint alleging health and safety violations shall be referred to the California Department of Social Services. For a license-exempt facility, such complaints shall be referred to the appropriate Child Development regional administrator. Any other alleged violation of state or federal

laws governing child care and development programs shall be investigated and resolved using the district's procedures in BP/AR 1312.3 - Uniform Complaint Procedures.

Program Evaluation

The Superintendent or designee shall annually conduct an evaluation of the district's child care and development services in accordance with state requirements. The evaluation report shall be submitted to the Board and the CDE along with an action plan which establishes program goals and objectives for the coming year and addresses any areas identified as needing improvement. (5 CCR 18279-18281)

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

State References	Description
22 CCR 101151-101239.2	General requirements, licensed child care centers - https://simbli.eboardsolutions.com/SU/25Fl2slsh36wTFm0vX8xZRbZg==
22 CCR 101212-101231	Continuing requirements - https://simbli.eboardsolutions.com/SU/H5IA5aJVFlBKHey0QgRA4A==
22 CCR 101237-101239.2	Facilities and equipment - https://simbli.eboardsolutions.com/SU/tHhaU35adyWpiEslshHV75I9Q==
5 CCR 18000-18434	Child care and development programs
5 CCR 18012-18122	General requirements
5 CCR 18180-18192	Federal and state migrant programs
5 CCR 18210-18213	Severely handicapped program
5 CCR 18220-18231	Alternative payment program
5 CCR 18240-18248	Resource and referral program
5 CCR 18270-18281	Program quality, accountability
5 CCR 18290-18292	Staffing ratios
5 CCR 18295	Waiver of qualifications for site supervisor
5 CCR 18300-18308	Appeals and dispute resolution
5 CCR 4610-4687	Uniform complaint procedures
5 CCR 80105-80125	Commission on Teacher Credentialing, child care and development permits
Ed. Code 49540-49546	Child care food program
Ed. Code 49570	National School Lunch Act
Ed. Code 56244	Staff development funding
Ed. Code 8200-8209	General provisions for child care and development services
Ed. Code 8200-8499.10	Child Care and Development Services Act
Ed. Code 8210-8216	Resource and referral program
Ed. Code 8220-8226	Alternative payment program
Ed. Code 8230-8233	Migrant child care and development program
Ed. Code 8235-8239	California state preschool program
Ed. Code 8240-8244	General child care and development programs
Ed. Code 8250-8252	Programs for children with special needs
Ed. Code 8263	Eligibility and priorities for subsidized child development services
Ed. Code 8263.3	Disenrollment of families due to reduced funding levels
Ed. Code 8263.4	Enrollment of students ages 11-12 years

Ed. Code 8273-8273.3	Fees
Ed. Code 8278.3	Child Care Facilities Revolving Fund
Ed. Code 8360-8370	Personnel qualifications
Ed. Code 8400-8409	Contracts
Ed. Code 8482-8484.65	After School Education and Safety Program
Ed. Code 8484.7-8484.8	21st Century community learning centers
Ed. Code 8493-8498	Facilities
Ed. Code 8499-8499.7	Local planning councils
H&S Code 120325-120380	Educational and child care facility immunization requirements
H&S Code 1596.70-1596.895	California Child Day Care Act
H&S Code 1596.90-1597.21	Day care centers

Federal References	**Description**
42 USC 1751-1769j	National School Lunch Program
42 USC 9831-9852	Head Start programs
42 USC 9858-9858q	Child care and development block grant
45 CFR 98.2-98.93	Child care and development fund
7 CFR 210.1-210.31	National School Lunch Program

Management Resources References	**Description**
California Department of Education Publication	01-05 Guidelines for Piloting Textbooks and Instructional Materials, rev. January 2015
Court Decision	A.M. v. Albertsons, LLC, (2009) Cal.App.4th 455
Website	AASA The School Superintendents Association - https://simbli.eboardsolutions.com/SU/MOaF8AO8cslshSlfGc13QQoEQ==

Cross References	**Description**
1240	Volunteer Assistance - https://simbli.eboardsolutions.com/SU/x1QewT4YgzruZlTbYpBsCw==
1240	Volunteer Assistance - https://simbli.eboardsolutions.com/SU/AEEKECijKNmVMzEslshyCbIkw==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/7jLpO3olzZyV5UFW73rM7w==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/KHDTJl8HmlBe0f7J3EQJrw==
1312.3-E(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/kSrAwY7oJ7SKiyJfslsh6cAjg==
1312.3-E(2)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/7HzXF8QLn2iLE3tplusW51BUg==
1330	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/9uDcSKI7uugETmCykVahHQ==
1330	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/IsP74bct6ZWIEplusMslshUslshDk0g==
1330-E(1)	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/CNUwUvT05G0aH7gGIK9dqA==
1330.1	Joint Use Agreements - https://simbli.eboardsolutions.com/SU/Q9uum7Qie1RKlnyyMCvRYA==

1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/zP9eNCslshlhcPcKReyWt0R0w==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/GfUJ9DGdIfWd1d1YKcqBTg==
3280	Sale Or Lease Of District-Owned Real Property - https://simbli.eboardsolutions.com/SU/xQsi8XCX1iXiQIrdQ6mqHw==
3280	Sale Or Lease Of District-Owned Real Property - https://simbli.eboardsolutions.com/SU/rCoU3YDeQiauvp8P9pTGvA==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/FDEyeplusb4fV7OWe2gIJqdyg==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/x6z14fFB8Ac4fASZ9Lal1w==
3552	Summer Meal Program - https://simbli.eboardsolutions.com/SU/F9u50slshgnNSFWzZ1KL25Hgg==
3552	Summer Meal Program - https://simbli.eboardsolutions.com/SU/IAJDgoYlIDjrGK0VsaiTUA==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/jzW7WZslsh41zbhhqz9g4m1aA==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/AKPJOKwwzRYWQQEdVtKxAA==
4112	Appointment And Conditions Of Employment - https://simbli.eboardsolutions.com/SU/h2UUcLqR6nWn8M9XHIk1FQ==
4112.2	Certification - https://simbli.eboardsolutions.com/SU/AXaYWsoBkMdIXi32NkoE8Q==
4112.2	Certification - https://simbli.eboardsolutions.com/SU/Qslsh03yMjDLRtnlQ7wtNmjLA==
4161.2	Personal Leaves - https://simbli.eboardsolutions.com/SU/JeYnngBXkg3FdONe8X1q2A==
4261.2	Personal Leaves - https://simbli.eboardsolutions.com/SU/NFxbrloVqa1JsBTzUnJaLw==
4361.2	Personal Leaves - https://simbli.eboardsolutions.com/SU/K3a7MNH1vgqBfVG0nwYlmw==
5022	Student And Family Privacy Rights - https://simbli.eboardsolutions.com/SU/E8TLBAkmlZNslsh64KyfXgj4A==
5022	Student And Family Privacy Rights - https://simbli.eboardsolutions.com/SU/X6d0PiFilH2zk2K5JdazDg==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/kP3RA9Bro1n3d1MplusS6lm9g==
5111.1	District Residency - https://simbli.eboardsolutions.com/SU/Bgrve0Gbkwy2h7YR9OcBmQ==
5111.1	District Residency - https://simbli.eboardsolutions.com/SU/GPT61WhRNQ8pHfa3UXX8Ng==
5117	Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/SjGkpplus4Jvmy3IFHQE2HY7g==
5117	Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/8ksIbpS7OxQBTiX2Y03LGA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==

5125	Student Records - https://simbli.eboardsolutions.com/SU/FMMhDMxyEMsiZAVEslshLqbFg==
5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/q3DyJG1cykCEbvwrC4GFrw==
5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/2SKcqtAzQIvlXs6uFEYUKQ==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/LUPslsh3GOwWlPrzOFht6vpluskg==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/wzslshxB5PWuGpSLScMjslshssMQ==
5141.26	Tuberculosis Testing - https://simbli.eboardsolutions.com/SU/2I6VGcQ4GcfNVkCB4PkdWQ==
5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/1fLNvPE0plussZLupslshmautkbw==
5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/NloHQDWcviplus6dLFcVFFo9Q==
5141.3	Health Examinations - https://simbli.eboardsolutions.com/SU/ewTnhBtGxKGHkbFm3NatBg==
5141.3	Health Examinations - https://simbli.eboardsolutions.com/SU/HteJSrBy2O9HLQtwEACcXQ==
5141.31	Immunizations - https://simbli.eboardsolutions.com/SU/1KEcWg3tdaMSHap3A6rQlA==
5141.31	Immunizations - https://simbli.eboardsolutions.com/SU/jgOyR5ZG6oxquyYQgJUHxw==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/KzxmngnveoordTPegwXZQg==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/VIA77L2HdAhqEqPt4plusWb0Q==
5145.6	Parental Notifications - https://simbli.eboardsolutions.com/SU/gR6ucyZS56duPchfmGVPslshQ==
5145.6-E(1)	Parental Notifications - https://simbli.eboardsolutions.com/SU/i1IPc7H4r7uslsh0slshTWOspoew==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/JplusjOEjaslshslshVXqOmynLczDnQ==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/dVtM4nsfrjRfZHmZPhFeqQ==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/KrnhTNsVohpiiTNiHcZ3wQ==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/LBi8syRijSulhX1CUZvmaA==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/kTSslsh7Ga7Eam1ZbmEyYq8GQ==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/2djpXtxmac1zQZScP6LNTw==
6142.7	Physical Education And Activity - https://simbli.eboardsolutions.com/SU/bxdO02orcknVGTfpbSK9vw==
6142.7	Physical Education And Activity - https://simbli.eboardsolutions.com/SU/hbGCDAbQPplusslshdSybFLnA10Q==
6154	Homework/Makeup Work - https://simbli.eboardsolutions.com/SU/ceT73NcXQVcuvaYslshGFplusfpA==

6175	Migrant Education Program - https://simbli.eboardsolutions.com/SU/TuslshPMGHi6O2DoJzSkkL5uw==
6175	Migrant Education Program - https://simbli.eboardsolutions.com/SU/5plussi8eIBplusplusRvrBTViayIIA==

CSBA Sample REVISED

Administrative Regulation

Students AR 5148(a)

CHILD CARE AND DEVELOPMENT

Note: The following administrative regulation ~~is for use by districts that operate child care and development services through a contract with the California Department of Education (CDE) and~~ reflects provisions generally applicable to programs under the Child Care and Development Services Act (Education Code 8200-8499.7). Such programs include resource and referral programs (Education Code 8210-8216; 5 CCR 18240-18248), alternative payment programs (Education Code 8220-8227.7; 5 CCR 18220-18231), migrant child care and development programs (Education Code 8230-8233), ~~California State Preschool Programs (CSPP) (Education Code 8235-8239.1)~~, general child care and development programs (Education Code 8240-8244), and programs for children with special needs (Education Code 8250-8252). **Pursuant to Welfare and Institutions Code 10200-10206, as added by SB 98 (Ch. 24, Statutes of 2020), effective July 1, 2021, the state's responsibility for administering these programs will transfer from the California Department of Education (CDE) to the California Department of Social Services (CDSS).**

The district may revise this regulation to reflect specific requirements for the program(s) it offers. See BP/AR 5148.2 - Before/After School Programs for requirements pertaining to the After-School Education and Safety program (Education Code 8482-8484.65) and 21st Century Community Learning Centers (Education Code 8484.7-8484.8), and BP/AR 5148.3 - Preschool/Early Childhood Education for **California State Preschool Program (**CSPP**)** requirements.

The following administrative regulation does not reflect all policy language mandated for each specific program. The district should be careful to include the mandates, if any, applicable to the program(s) it offers. For example, for the alternative payment program, 5 CCR 18221 mandates a written policy statement that includes specified components, including, but not limited to, program purpose, enrollment priorities, reimbursement of providers, and family fee collection. For the resource and referral program, 5 CCR 18244 mandates written referral policies and written complaint procedures.

In addition to the program requirements described below, child care and development programs may be subject to other policies in the district's policy manual (e.g., BP/AR 1240 - Volunteer Assistance, AR 3514.2 - Integrated Pest Management, BP/AR 3550 - Food Service/Child Nutrition Program). Districts should consult legal counsel if they have questions regarding the applicability of other laws to the district's child care and development program.

Licensing

Note: Pursuant to 22 CCR 101156, all child care centers must be licensed by ~~the California Department of Social Services (~~CDSS~~)~~ unless exempted by law. Health and Safety Code 1596.792 and 22 CCR 101158 list exemptions from the licensure requirements including, but not limited to, any program that (1) is a "public recreation program" that meets the criteria specified in Health and Safety Code 1596.792, (2) is operated before and/or after school by qualified teachers employed by the district, (3) is a school parenting program or adult education child care program, (4) operates only one day per week for no more than four hours on that day, (5) offers temporary child care services to parents/guardians who are on the same premises as the child care site, (6) provides activities that are of an instructional nature in a classroom-like setting when K-12 students are normally not in session and the sessions do not exceed a total of 30 days when only school-age children are enrolled or 15 days when younger children are enrolled, or (7) is a CSPP program operated in a school building that meets specified health and safety requirements. If the district offers only programs that are exempted from licensure, it should modify the following regulation accordingly.

Pursuant to Health and Safety Code 1596.951, ~~as added by AB 605 (Ch. 574, Statutes of 2018),~~ CDSS ~~is~~ **was** required to adopt regulations by January 1, 2021 to create a new child care center license including components for serving infant, toddler, preschool, and school-age children; health and safety standards; and enhanced ability to transition children to the next age group. **However, the regulations were delayed due to the COVID-19 pandemic.** Pursuant to Health and Safety Code 1596.951, all child care centers are required to obtain this license by January 1, 2024.

All district child care and development services shall be licensed by the California Department of Social Services, unless exempted pursuant to Health and Safety Code 1596.792 or 22 CCR 101158.

The license shall be posted in a prominent, publicly accessible location in the facility. (Health and Safety Code 1596.8555)

Licensed child care centers shall be subject to the requirements of Health and Safety Code 1596.70-1597.21, 22 CCR 101151-101239.2, and, when applicable, 22 CCR 101451-101539.

Program Components

Note: Items #1-7 and 9 below list components of child care and development programs **that are** required for all providers pursuant to 5 CCR 18272-18281. The Governing Board is required, pursuant to 5 CCR 18271, to approve goals and objectives addressing each of these program components; see the accompanying Board policy. The district may add components of other programs offered by the district.

The district's child care and development program shall include the following components:

1. The use of a developmental profile reflecting each child's physical, cognitive, social, and emotional development to plan and conduct developmentally and age appropriate activities (Education Code 8203.5; 5 CCR 18272)

Program staff shall complete the ~~"Desired Results Developmental Profile," available from the California Department of Education (CDE),~~ **developmental profile** for each child who is enrolled in the program for at least 10 hours per week and for any child with disabilities regardless of the number of hours enrolled. The profile shall be completed within 60 days of enrollment and at least once every six months thereafter for children of all ages. (Education Code 8203.5; 5 CCR 18270.5, 18272)

2. An educational program that complies with 5 CCR 18273, including the provision of services that are developmentally, linguistically, and culturally appropriate and inclusive of children with special needs

(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)

(cf. 6174 - Education for English Learners)

3. A staff development program which complies with 5 CCR 18274

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

4. Parent/guardian involvement and education that comply with 5 CCR 18275 and include an orientation, at least two individual conferences per year, meetings with program staff, an advisory committee, participation in daily activities, and information regarding their child's progress

(cf. 6020 - Parent Involvement)

5. A health and social services component that complies with 5 CCR 18276 and includes referrals to appropriate community agencies as needed

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 5141 - Health Care and Emergencies)
(cf. 5141.23 - Asthma Management)
(cf. 5141.6 - School Health Services)

6. A community involvement component that complies with 5 CCR 18277

Note: Health and Safety Code 1596.808 establishes beverage standards for licensed child care centers. In addition, centers that receive funding through the Child and Adult Care Food Program (42 USC 1766) must meet federal guidelines for meals, snacks, fluid milk or nutritionally equivalent milk substitutes, and drinking water.

7. As applicable, a nutrition component that ensures children in the program are provided nutritious meals, beverages, and snacks that meet state and federal standards and have access to drinking water throughout the day, including meal times (Health and Safety Code 1596.808; 5 CCR 18278; 42 USC 1766)

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 5030 - Student Wellness)

(cf. 5141.27 - Food Allergies/Special Dietary Needs)

Note: Item #8 below is **optional** and may be revised to reflect district practice. 42 USC 1766 encourages child care centers to provide opportunities for physical activity and to limit the amount of time spent in sedentary activities, such as time spent using electronic ~~media~~ **devices**.

CHILD CARE AND DEVELOPMENT (continued)

8. Programs that promote age-appropriate structured and unstructured opportunities for physical activity and that limit the amount of time spent in sedentary activities to an appropriate level

Note: 5 CCR 18279-18281 require an annual evaluation using the standardized "Desired Results for Children and Families" system ~~developed by CDE~~. The system requires a program self-evaluation that includes~~, but is not limited to,~~ a staff assessment, a parent/guardian survey, and an environment rating scale ~~using forms selected by CDE~~. Each contractor is required to submit a summary of the self-evaluation findings ~~to CDE~~ by June 1 of each year. ~~In addition, every three years, CDE conducts a Federal Program Monitoring/Contract Monitoring Review (FPM/CMR) process with each contract agency to review compliance with program requirements. The FPM/CMR instrument is available on the CDE's web site.~~

9. An annual plan for program evaluation which conforms with the state's ~~"Desired Results for Children and Families"~~ system and includes~~, but is not limited to,~~ a self-evaluation, parent/guardian survey, and environment rating scale ~~using forms provided by the CDE~~ (5 CCR 18270.5, 18279, 18280)

(cf. 0500 - Accountability)

Health and Safety

Note: The following section is for use by districts that offer one or more licensed child care programs. Health and Safety Code 1596.7996~~, as added by AB 2370 (Ch. 676, Statutes of 2018),~~ requires licensed child care programs to provide parents/guardians of enrolled children with a flyer developed by CDSS in conjunction with the California Department of Public Health, which contains specified information regarding lead exposure and blood testing. The flyer is available on the CDSS web site.

When a child enrolls or reenrolls in a licensed child care program, the center shall provide the child's parent/guardian with written information on the risks and effects of lead exposure, blood lead testing recommendations and requirements, and options for obtaining blood lead testing, including any state or federally funded programs that offer free or discounted tests. (Health and Safety Code 1596.7996)

(cf. 5145.6 - Parental Notifications)

Note: Pursuant to Health and Safety Code 1597.16, a licensed child care center located in a building that was constructed before January 1, 2010 must have its drinking water tested for lead contamination as provided below. A licensed child care center is subject to the temporary suspension of its license if it fails to comply with the requirements to cease using any fountains and faucets where elevated lead levels may exist and to provide potable water.

If a licensed child care center is located in a building that was constructed before January 1, 2010, the center shall have its drinking water tested for lead contamination every five years following an initial test conducted between January 1, 2020 and

January 1, 2023. The center shall notify the parents/guardians of enrolled children of the requirement to test a facility's drinking water and of the test results. If notified of elevated lead levels, the center shall immediately make inoperable and cease using the fountains and faucets where elevated lead levels may exist and shall obtain a potable source of water for children and staff at that location. (Health and Safety Code 1597.16)

Staffing

The district's child care and development program shall maintain at least the minimum adult-child and teacher-child ratios specified in 5 CCR 18290-18292 based on the ages of the children served.

All persons employed at a licensed district child care center and all volunteers who provide care and supervision to children at such a center shall be immunized against influenza, pertussis, and measles. If they meet all other requirements for employment or volunteering, as applicable, but need additional time to obtain and provide immunization records, they may be employed or volunteer conditionally for a maximum of 30 days upon signing and submitting a written statement attesting that they have been immunized as required. In addition, employees and volunteers shall receive an influenza vaccination between August 1 and December 1 of each year. A person shall be exempt from these requirements only under any of the following circumstances: (Health and Safety Code 1596.7995)

1. The person submits a written statement from a licensed physician declaring either that immunization is not safe because of the person's physical condition or medical circumstances or that the person has evidence of current immunity to influenza, pertussis, and measles.

2. In the case of the influenza vaccine, the person submits a written declaration declining the vaccination.

3. In the case of the influenza vaccine required during the first year of employment or volunteering, the vaccine is not timely because the person was hired after December 1 of the previous year and before August 1 of the current year.

(cf. 1240 - Volunteer Assistance)
(cf. 4112.4/4212.4/4312.4 - Health Examinations)

Documentation of the required immunizations or exemptions from immunization shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

In addition to the above immunization requirements, teachers employed in a licensed child care center shall present evidence of a current tuberculosis clearance and meet other requirements specified in Health and Safety Code 1597.055. (Health and Safety Code 1597.055)

Eligibility and Enrollment

Note: ~~CDE contracts provide~~ **State** funding ~~only~~ **is only available** for services to families who meet the criteria for subsidized services as specified in Education Code 8263. The district may also provide services to nonsubsidized families provided the district uses other funding sources or the families pay the full cost of services; see section on "Fees and Charges" below.

Pursuant to 5 CCR 18105, districts contracting with CDE to offer child care services are **mandated** to develop written admissions policies and procedures that conform to requirements of 22 CCR 101218, including criteria designating those children whose needs can be met by the child care center's program and services and the ages of children who will be accepted.

The following section should be revised to reflect the district's contract(s) ~~with CDE~~.

The district's subsidized child care and development services may be available to infants and children through 12 years of age and to individuals with disabilities through 21 years of age in accordance with their individualized education program and Education Code 8208. (Education Code 8208, 8263.4; 5 CCR 18089, 18407, 18422)

Note: Pursuant to 5 CCR 18082-18083, the parent/guardian must submit an application for services which contains specified information and documentation. ~~The application form is available on CDE's web site.~~ The family's or child's eligibility must be certified by a person designated by the district.

Pursuant to Education Code 8263.1, ~~as amended by AB 2626 (Ch. 945, Statutes of 2018),~~ income eligibility is based on an adjusted monthly family income at or below 85 percent of the state median income, adjusted for family size~~, for purposes of establishing ongoing income eligibility after January 1, 2019 or initial eligibility after July 1, 2019~~.

Eligible families shall be those who document both an eligibility basis and a need for care, as follows: (Education Code 8263**, 8263.1**)

1. The family is eligible for subsidized services on the basis of being a current aid recipient, income eligible, or homeless and/or the family's children are recipients of protective services or have been identified as being or at risk of being abused, neglected, or exploited.

2. The family has a need for child care based on either of the following:

   a. The unavailability of the parents/guardians to care for and supervise their children for some portion of the day because they are participating in

vocational training leading directly to a recognized trade, paraprofession, or profession; are engaged in an educational program for English language learners or to attain a high school diploma or general educational development certificate; are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated

b. The child is identified by a legal, medical, or social services agency, the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of protective services, as being or at risk of being neglected, abused, or exploited, or as being homeless

Note: The following paragraph may be revised to reflect district practice. Unless state funding is allocated to support the centralized eligibility list established in each county pursuant to Education Code 8499.5, such lists will be maintained only if locally funded. In situations where there is no locally funded centralized eligibility list or the district elects not to participate in the local list, the district must establish its own waiting list in accordance with admission priorities pursuant to Education Code 8263 and 5 CCR 18106.

The Superintendent or designee shall consult the county's centralized eligibility list, when available, or shall maintain a district waiting list in accordance with admission priorities. As vacancies occur, applicants shall be contacted in order of their priority. (5 CCR 18106)

First priority for enrollment shall be given to neglected or abused children who are recipients of child protective services, or children who are at risk of being neglected or abused, upon written referral from a legal, medical, or social services agency. If unable to enroll a child in this category, the district shall refer the child's parent/guardian to local resource and referral services so that services for the child can be located. (Education Code 8263)

Second priority for enrollment shall be given to families who are income eligible, as defined in Education Code 8263.1. Families with the lowest gross monthly income in relation to family size shall be admitted first. If two or more families are in the same priority in relation to income, the family that has a child with disabilities shall be admitted first or, if there is no child with disabilities, the family that has been on the waiting list for the longest time shall be admitted first. (Education Code 8263, 8263.1)

The district shall allow eligible children 11-12 years of age to combine enrollment in a before-school or after-school program with subsidized child care services during the time that the before-school or after-school program does not operate. Children 11-12 years of age, except for children with disabilities, shall be eligible for subsidized child care services only for the portion of care needed that is not available in a before-school or after-school program. (Education Code 8263.4)

Note: The following **optional** paragraph may be revised to reflect additional enrollment priorities or criteria established by the district, such as priority for district students, children of district students, or children of district employees; see the accompanying Board policy.

After all children eligible for subsidized services have been enrolled, the district may enroll children in accordance with the priorities established by the Governing Board.

Note: 5 CCR 18094 and 18118 require the district to provide written notification to the parent/guardian as to whether the application for subsidized services has been approved or denied. For this purpose, the district should use the **state's** Notice of Action form ~~available on CDE's web site~~. ~~If the services are denied, the parent/guardian may appeal the decision in accordance with 5 CCR 18120-18122; see section "Rights of Parents/Guardians" below.~~

The district's decision to approve or deny services shall be communicated to the parent/guardian through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 18094, 18118)

~~*(cf. 5145.6 - Parental Notifications)*~~

~~Note: Pursuant to Education Code 8263, as amended by AB 2626, effective July 1, 2019, a family that establishes initial or ongoing eligibility for services, regardless of the basis of eligibility, is entitled to receive those services for at least 12 months before being recertified for eligibility, except when an increase in income results in the family income exceeding the threshold for ongoing eligibility.~~

Upon establishing eligibility for services, a family shall be eligible for and shall receive services for not less than 12 months before having the family's eligibility or need recertified and shall not be required to report changes to income or other changes for at least 12 months. However, a family establishing eligibility on the basis of income shall report any increases in income that exceed the threshold for ongoing income eligibility specified in Education Code 8263.1, and the family's ongoing eligibility shall be recertified at that time. At any time a family may voluntarily report income or other changes, which shall be used, as applicable, to reduce the family's fees, increase the family's services, or extend the period of eligibility before recertification. (Education Code 8263)

~~Note: 5 CCR 18095 and 18119 require the district to notify a parent/guardian of any change in services or fees as described below. For such notification, the district should use the Notice of Action form available on CDE's web site. Parents/guardians may appeal such actions pursuant to 5 CCR 18120-18122; see section "Rights of Parents/Guardians" below.~~

The Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 18095, 18119)

1. A determination made during recertification or the update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified

2. Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing

3. An indication by the parent/guardian that the service is no longer wanted

4. The death of a parent/guardian or child

5. The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate

The Superintendent or designee shall establish and maintain a basic data file for each family receiving child care and development services containing the completed and signed application for services, documentation used to determine the child's eligibility and need, and copies of all Notices of Action. (5 CCR 18081, 18095)

Fees and Charges

Note: Education Code 8273 requires the ~~Superintendent of Public Instruction (SPI)~~ **state** to establish a fee schedule for families using child care services ~~through a CDE contract~~, including families who are eligible for subsidized child care services based on the criteria specified in item #1 in the section "Eligibility and Enrollment" above. ~~See CDE Management Bulletin 14-03a.~~

~~Pursuant to 5 CCR 18109 and CDE's Frequently Asked Questions to Management Bulletin 14-03a, the district may charge a full-time, part-time, or "cost of care" fee calculated pursuant to 5 CCR 18109, whichever is less, depending on the number of hours that a child will receive services.~~

Education Code 8250 and 5 CCR 18110 prohibit districts from assessing fees for children enrolled in a program for severely disabled children or a federally based migrant program. Districts may revise the following paragraph to reflect any such program(s) offered by the district. Districts that offer only programs prohibited from charging fees may delete the following section.

Except when offering a program that is prohibited by law from charging any fees, the Superintendent or designee may charge fees for services according to the **state** fee schedule ~~established by the Superintendent of Public Instruction~~, the actual cost of services, or the maximum daily/hourly rate specified in the contract, whichever is least. (Education Code 8250, 8263, 8273, 8273.1, 8447; 5 CCR 18078, 18108-18110)

However, no fee shall be charged to a family that is receiving CalWORKS cash aid, an income-eligible family whose child is enrolled in a part-day California State Preschool Program, or a family whose income level, in relation to family size, is less than the first entry in the fee schedule. (Education Code 8273.1; 5 CCR 18110)

In addition, any family receiving child care on the basis of having a child who is a recipient of child protective services, or having a certification by a county child welfare agency that child care services continue to be necessary, may be exempt from these fees for up to 12 months. (Education Code 8273.1)

Note: Pursuant to Education Code 8273 ~~and CDE Management Bulletin 14-03a~~, family fees must be assessed at initial enrollment and reassessed at recertification or when the family data file is updated due to a change in status.

Pursuant to 5 CCR 18114, districts contracting ~~with CDE~~ to offer child care services are **mandated** to adopt a policy for the collection of fees in advance of providing services, as provided below. 5 CCR 18114 contains an alternative definition of delinquency for alternative payment programs offered pursuant to Education Code 8220-8224.

Fees shall be assessed at initial enrollment and reassessed when a family is recertified or experiences a change in status. Fees shall be considered delinquent after seven days from the date that fees are due. Parents/guardians shall be notified in the event that fees are delinquent. If a reasonable plan for payment of the delinquent fees has not been provided by the parents/guardians, services shall be terminated if all delinquent fees are not paid within two weeks of such notification. Parents/guardians shall receive a copy of the district's regulations regarding fee collection at the time of initial enrollment into the program. (Education Code 8273; 5 CCR 18082, 18114, 18115)

Note: The following paragraph is for use by districts that contract ~~with CDE~~ to offer child care services and wish to require parents/guardians to provide diapers and/or to pay the costs of field trips (unless the program is exempt from fees), and may be modified to delete diapers as appropriate for the age of the children served. Education Code 8273.3 **mandates** that such districts have a written policy which includes parents/guardians in the decision-making process. Pursuant to Education Code 8273.3, the fees cannot exceed $25 per child in the contract year.

The Superintendent or designee shall establish a process that involves parents/guardians in determining whether to require parents/guardians to provide diapers. This process shall also be used to determine whether and how much to charge parents/guardians for field trip expenses, within the limit specified in law. A child shall not be denied participation in a field trip due to the parent/guardian's inability or refusal to pay the fee, and no adverse action shall be taken against a parent/guardian for that inability or refusal. (Education Code 8273.3)

Disenrollment

Note: Education Code 8263.3 specifies the order by which families must be disenrolled from child care and development services when funding levels are reduced. Parents/guardians may appeal such actions pursuant to 5 CCR 18120-18122, but only on the grounds that the factors used to determine the family's disenrollment are incorrect. See section "Rights of Parents/Guardians" below.

When necessary due to a reduction in state reimbursements, families shall be disenrolled from subsidized child care and development services in the following order: (Education Code 8263.3)

1. Families with the highest income in relation to family size shall be disenrolled first.

2. If two or more families have the same income ranking, children without disabilities who have been enrolled in child care services the longest shall be disenrolled first. After all children without disabilities have been disenrolled, children with disabilities shall be disenrolled, with those who have been enrolled in child care services the longest being disenrolled first.

3. Families whose children are receiving child protective services or are at risk of neglect, abuse, or exploitation, regardless of family income, shall be disenrolled last.

Health Examination and ~~Information~~ Immunizations

Note: Education Code 8263 ~~provides that the~~ **requires children enrolling in a child care center to obtain a** physical examination and evaluation, including immunizations, ~~required of children enrolling in a child care center may be waived if~~ **unless** a parent/guardian submits a letter stating that such examination is contrary to the parent/guardian's religious beliefs. However, **with respect to immunization requirements,** Health and Safety Code 120335 eliminated the personal beliefs exemption ~~for immunization requirements~~ unless the parent/guardian ~~files~~ **filed** a letter or affidavit prior to January 1, 2016 or a licensed physician indicates that a student should be exempted for medical reasons. An exemption granted for personal beliefs is only effective until the next grade span (i.e., birth through preschool, grades K-6, and grades 7-12). See BP/AR 5141.31 - Immunizations.

~~A physical examination and evaluation, including age-appropriate immunizations, shall be required p~~**P**rior to or within six weeks of enrollment**, a child enrolling in a child care center shall obtain a physical examination and evaluation and receive age-appropriate immunizations**. (Education Code 8263)

(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)

~~Note: Education Code 8263 provides that the physical examination and evaluation, including immunizations, required of children enrolling in a child care center may be waived if a parent/guardian submits a letter stating that such examination is contrary to the parent/guardian's religious beliefs. However, Health and Safety Code 120335 eliminated the personal beliefs exemption for immunization requirements unless the parent/guardian files a letter or affidavit prior to January 1, 2016 or a licensed physician indicates that a student should be exempted for medical reasons. An exemption granted for personal beliefs is only effective until the next grade span (i.e., birth through preschool, grades K-6, and grades 7-12). See BP/AR 5141.31 - Immunizations.~~

CHILD CARE AND DEVELOPMENT (continued)

The requirement for a physical examination and evaluation shall be waived if a parent/guardian submits a letter stating that such examination is contrary to the parent/guardian's religious beliefs. (Education Code 8263)

~~However, a~~ **A** child may be exempted from the immunization requirements only if: (~~Education Code 8263;~~ Health and Safety Code 120335)

1. A licensed physician indicates that immunization is not safe due to the physical condition or medical circumstances of the child.

Note: Pursuant to Health and Safety Code 120372, a child care center may only accept a medical exemption request that is made by a licensed physician or surgeon on an electronic, standardized, statewide medical exemption certification form developed by the California Department of Public Health and transmitted using the California Immunization Registry. However, Health and Safety Code 120370 requires that a child who has a medical exemption issued prior to January 1, 2020 be allowed to continue enrollment until the next grade span.

A medical exemption shall be submitted using the standardized medical exemption certification form developed by California Department of Public Health and transmitted using the California Immunization Registry. The request shall include, but not be limited to, a description of the medical basis for which the exemption for each individual immunization is sought and whether the medical exemption is permanent or temporary, including the date upon which a temporary medical exemption will expire. A temporary exemption shall not exceed one year. (Health and Safety Code 120372)

2. The parent/guardian submitted a letter or affidavit prior to January 1, 2016 stating that such examination is contrary to the parent/guardian's personal beliefs. An exemption from immunization granted for personal beliefs is effective only until the next grade span (i.e., birth through preschool, grades K-6, and grades 7-12).

If there is good cause to believe that a child is suffering from a recognized contagious or infectious disease, the child shall be temporarily excluded from the child care and development program until it is determined that the child is not suffering from that contagious or infectious disease. (Education Code 8263)

(cf. 5141.22 - Infectious Diseases)

~~Note: Health and Safety Code 1596.7996, as added by AB 2370 (Ch. 676, Statutes of 2018), requires licensed child care programs to provide parents/guardians of enrolled children with a flyer developed by CDSS in conjunction with the California Department of Public Health, which contains specified information regarding lead exposure and blood testing. The flyer is available on the CDSS web site.~~

~~Pursuant to Health and Safety Code 1597.16, as added by AB 2370, a licensed child care center located in a building constructed before January 1, 2010 will be required to have its drinking water tested for lead contamination levels between January 1, 2020 and~~

~~January 1, 2023, and every five years after the date of the initial test. At that time the child care center must notify parents/guardians of enrolled children of the requirement to test the drinking water and of the test results.~~

~~When a child enrolls or reenrolls in a licensed child care program, the center shall provide the child's parent/guardian with written information on the risks and effects of lead exposure, blood lead testing recommendations and requirements, and options for obtaining blood lead testing, including any state or federally funded programs that offer free or discounted tests. (Health and Safety Code 1596.7996)~~

Attendance

Sign-in and sign-out sheets shall be used daily for all children for attendance accounting purposes. Attendance records shall include verification of excused absences, including the child's name, date(s) of absence, specific reason for absence, and signature of parent/guardian or district representative. (5 CCR 18065, 18066)

Absences shall be excused for the following reasons:

1. Illness or quarantine of the child or of the parent/guardian (Education Code 8208)

2. Family emergency (Education Code 8208)

Note: Pursuant to 5 CCR 18066, districts contracting ~~with CDE~~ to offer child care services are **mandated** to adopt policies delineating circumstances constituting an excused absence for a family emergency. The following paragraph may be revised to reflect district practice.

A family emergency shall be considered to exist when unforeseen circumstances cause the need for immediate action, such as may occur in the event of a natural disaster or when a member of the child's immediate family dies, has an accident, or is required to appear in court.

3. Time spent with a parent/guardian or other relative as required by a court of law (Education Code 8208)

4. Time spent with a parent/guardian or other relative which is clearly in the best interest of the child (Education Code 8208)

Note: 5 CCR 18066 **mandates** a policy that delineates circumstances constituting an excused absence "in the best interest of the child." The following paragraph may be revised to reflect district practice.

An absence shall be considered to be in the best interest of the child when the time is spent with the child's parent/guardian or other relative for reasons deemed justifiable by the program coordinator or site supervisor.

Except for children who are recipients of child protective services or are at risk of abuse or neglect, excused absences in the best interest of the child shall be limited to 10 days during the contract period. (5 CCR 18066)

Note: 5 CCR 18066 **mandates** that providers adopt a policy governing unexcused absences which may include reasonable limitations, if any. The following paragraph may be revised to reflect district practice.

Any absence due to a reason other than any of those stated above, or without the required verification, shall be considered an unexcused absence. After three unexcused absences during the year, the program coordinator or site supervisor shall notify the child's parent/guardian. Children who continue to have excessive unexcused absences may be removed from the program at the discretion of the program coordinator in order to accommodate other families on the waiting list for admission.

Parents/guardians shall be notified of the policies and procedures related to excused and unexcused absences for child care and development services. (5 CCR 18066)

Rights of Parents/Guardians

Note: The following two paragraphs are for use by districts that operate one or more licensed child care centers, but may be used by license-exempt providers.

At the time a child is accepted into a licensed child care and development center, the child's parent/guardian or authorized representative shall be notified of the rights specified in 22 CCR 101218.1, including, but not limited to, the right to enter and inspect the child care facility and the right to be informed, upon request, of the name and type of association to the center of any adult who has been granted a criminal record exemption. (Health and Safety Code 1596.857; 22 CCR 101218.1)

The written notice of parent/guardian rights also shall be permanently posted within the facility in a location accessible to parents/guardians. Notwithstanding these rights, access to the facility may be denied to an adult whose behavior presents a risk to children present in the facility or to noncustodial parents/guardians when so requested by the responsible parent/guardian. (Health and Safety Code 1596.857)

Note: The remainder of this section is for use by all districts and applies to licensed and unlicensed child care programs.

In addition, if a parent/guardian disagrees with any district action to deny a child's eligibility for subsidized child care services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, the parent/guardian may file a request for a hearing with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for a hearing, the Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR 18120)

The hearing shall be conducted in accordance with the procedures specified in 5 CCR 18120 by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, the parent/guardian may, within 14 calendar days, appeal the decision to the CDE. (5 CCR 18120-18122)

Records

Note: ~~CDE~~ **State** contracts require the district to submit data on both subsidized and nonsubsidized families served by child care centers. In addition, the district is required to provide monthly reports~~, through CDE's online management information system,~~ regarding any families receiving subsidized services during that month.

The Superintendent or designee shall maintain records of enrollment, attendance, types of families served, income received from all families participating in the district's child care and development program, and any other records required ~~by CDE~~ **under the state contract**.

(cf. 3580 - District Records)
(cf. 5125 - Student Records)

(10/16 3/19) 6/21

Policy Reference UPDATE Service
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Regulation 5148: Child Care And Development

Status: ADOPTED

Original Adopted Date: 06/13/2019 **| Last Reviewed Date:** 06/13/2019

Licensing

All district child care and development services shall be licensed by the California Department of Social Services, unless exempted pursuant to Health and Safety Code 1596.792 or 22 CCR 101158.

The license shall be posted in a prominent, publicly accessible location in the facility. (Health and Safety Code 1596.8555)

Licensed child care centers shall be subject to the requirements of Health and Safety Code 1596.70-1597.21, 22 CCR 101151-101239.2, and, when applicable, 22 CCR 101451-101539.

Program Components

The district's child care and development program shall include the following components:

1. The use of a developmental profile reflecting each child's physical, cognitive, social, and emotional development to plan and conduct developmentally and age appropriate activities (Education Code 8203.5; 5 CCR 18272)

   Program staff shall complete the "Desired Results Developmental Profile," available from the California Department of Education (CDE), for each child who is enrolled in the program for at least 10 hours per week and for any child with disabilities regardless of the number of hours enrolled. The profile shall be completed within 60 days of enrollment and at least once every six months thereafter for children of all ages. (Education Code 8203.5; 5 CCR 18270.5, 18272)

2. An educational program that complies with 5 CCR 18273, including the provision of services that are developmentally, linguistically, and culturally appropriate and inclusive of children with special needs

3. A staff development program which complies with 5 CCR 18274

4. Parent/guardian involvement and education that comply with 5 CCR 18275 and include an orientation, at least two individual conferences per year, meetings with program staff, an advisory committee, participation in daily activities, and information regarding their child's progress

5. A health and social services component that complies with 5 CCR 18276 and includes referrals to appropriate community agencies as needed

6. A community involvement component that complies with 5 CCR 18277

7. As applicable, a nutrition component that ensures children in the program are provided nutritious meals, beverages, and snacks that meet state and federal standards and have access to drinking water throughout the day, including meal times (Health and Safety Code 1596.808; 5 CCR 18278; 42 USC 1766)

8. Programs that promote age-appropriate structured and unstructured opportunities for physical activity and that limit the amount of time spent in sedentary activities to an appropriate level

9. An annual plan for program evaluation which conforms with the state's "Desired Results for Children and Families" system and includes, but is not limited to, a self-evaluation, parent/guardian survey, and environment rating scale using forms provided by the CDE (5 CCR 18270.5, 18279, 18280)

Staffing

The district's child care and development program shall maintain at least the minimum adult-child and teacher-child ratios specified in 5 CCR 18290-18292 based on the ages of the children served.

All persons employed at a licensed district child development center and all volunteers who provide care and supervision to children at such a center shall be immunized against influenza, pertussis, and measles. If they meet all other requirements for employment or volunteering, as applicable, but need additional time to obtain and provide

immunization records, they may be employed or volunteer conditionally for a maximum of 30 days upon signing and submitting a written statement attesting that they have been immunized as required. In addition, employees and volunteers shall receive an influenza vaccination between August 1 and December 1 of each year. A person shall be exempt from these requirements only under any of the following circumstances: (Health and Safety Code 1596.7995)

1. The person submits a written statement from a licensed physician declaring either that immunization is not safe because of the person's physical condition or medical circumstances or that the person has evidence of current immunity to influenza, pertussis, and measles.

2. In the case of the influenza vaccine, the person submits a written declaration declining the vaccination.

3. In the case of the influenza vaccine required during the first year of employment or volunteering, the vaccine is not timely because the person was hired after December 1 of the previous year and before August 1 of the current year.

Documentation of the required immunizations or exemptions from immunization shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)

In addition to the above immunization requirements, teachers employed in a licensed child development center shall present evidence of a current tuberculosis clearance and meet other requirements specified in Health and Safety Code 1597.055. (Health and Safety Code 1597.055)

Eligibility and Enrollment

The district's subsidized child care and development services may be available to infants and children through 12 years of age and to individuals with disabilities through 21 years of age in accordance with their individualized education program and Education Code 8208. (Education Code 8208, 8263.4; 5 CCR 18089, 18407, 18422)

Eligible families shall be those who document both an eligibility basis and a need for services, as follows: (Education Code 8263)

1. The family is eligible for subsidized services on the basis of being a current aid recipient, income eligible, or homeless and/or the family's children are recipients of protective services or have been identified as being or at risk of being abused, neglected, or exploited.

2. The family has a need for child development program services based on either of the following:

    a. The unavailability of the parents/guardians to care for and supervise their children for some portion of the day because they are participating in vocational training leading directly to a recognized trade, paraprofession, or profession; are engaged in an educational program for English language learners or to attain a high school diploma or general educational development certificate; are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated

    b. The child is identified by a legal, medical, or social services agency, the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of protective services, as being or at risk of being neglected, abused, or exploited, or as being homeless

The Superintendent or designee shall consult the county's centralized eligibility list, when available, or shall maintain a district waiting list in accordance with admission priorities. As vacancies occur, applicants shall be contacted in order of their priority. (5 CCR 18106)

First priority for enrollment shall be given to neglected or abused children who are recipients of child protective services, or children who are at risk of being neglected or abused, upon written referral from a legal, medical, or social services agency. If unable to enroll a child in this category, the district shall refer the child's parent/guardian to local resource and referral services so that services for the child can be located. (Education Code 8263)

Second priority for enrollment shall be given to families who are income eligible, as defined in Education Code 8263.1. Families with the lowest gross monthly income in relation to family size shall be admitted first. If two or more families are in the same priority in relation to income, the family that has a child with disabilities shall be admitted first or, if there is no child with disabilities, the family that has been on the waiting list for the longest time shall be admitted first. (Education Code 8263, 8263.1)

The district shall allow eligible children 11-12 years of age to combine enrollment in a before-school or after-school program with subsidized child care services during the time that the before-school or after-school program does not operate. Children 11-12 years of age, except for children with disabilities, shall be eligible for subsidized child care services only for the portion of care needed that is not available in a before-school or after-school program. (Education Code 8263.4)

After all children eligible for subsidized services have been enrolled, the district may enroll children in accordance with the priorities established by the Board of Education.

The district's decision to approve or deny services shall be communicated to the parent/guardian through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 18094, 18118)

Upon establishing eligibility for services, a family shall be eligible for and shall receive services for not less than 12 months before having the family's eligibility or need recertified and shall not be required to report changes to income or other changes for at least 12 months. However, a family establishing eligibility on the basis of income shall report any increases in income that exceed the threshold for ongoing income eligibility specified in Education Code 8263.1, and the family's ongoing eligibility shall be recertified at that time. At any time a family may voluntarily report income or other changes, which shall be used, as applicable, to reduce the family's fees, increase the family's services, or extend the period of eligibility before recertification. (Education Code 8263)

The Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 18095, 18119)

1. A determination made during recertification or the update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified

2. Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing

3. An indication by the parent/guardian that the service is no longer wanted

4. The death of a parent/guardian or child

5. The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate

The Superintendent or designee shall establish and maintain a basic data file for each family receiving child care and development services containing the completed and signed application for services, documentation used to determine the child's eligibility and need, and copies of all Notices of Action. (5 CCR 18081, 18095)

Fees and Charges

Except when offering a program that is prohibited by law from charging any fees, the Superintendent or designee may charge fees for services according to the fee schedule established by the Superintendent of Public Instruction, the actual cost of services, or the maximum daily/hourly rate specified in the contract, whichever is least. (Education Code 8250, 8263, 8273, 8273.1, 8447; 5 CCR 18078, 18108-18110)

However, no fee shall be charged to a family that is receiving CalWORKS cash aid, an income-eligible family whose child is enrolled in a part-day California State Preschool Program, or a family whose income level, in relation to family size, is less than the first entry in the fee schedule. (Education Code 8273.1; 5 CCR 18110)

In addition, any family receiving child care on the basis of having a child who is a recipient of child protective services, or having a certification by a county child welfare agency that child care services continue to be necessary, may be exempt from these fees for up to 12 months. (Education Code 8273.1)

Fees shall be assessed at initial enrollment and reassessed when a family is recertified or experiences a change in status. Fees shall be considered delinquent after seven days from the date that fees are due. Parents/guardians shall be notified in the event that fees are delinquent. If a reasonable plan for payment of the delinquent fees has not been provided by the parents/guardians, services shall be terminated if all delinquent fees are not paid within two weeks of such notification. Parents/guardians shall receive a copy of the district's regulations regarding fee collection

at the time of initial enrollment into the program. (Education Code 8273; 5 CCR 18082, 18114, 18115)

The Superintendent or designee shall establish a process that involves parents/guardians in determining whether to require parents/guardians to provide diapers. This process shall also be used to determine whether and how much to charge parents/guardians for field trip expenses, within the limit specified in law. A child shall not be denied participation in a field trip due to the parent/guardian's inability or refusal to pay the fee, and no adverse action shall be taken against a parent/guardian for that inability or refusal. (Education Code 8273.3)

Disenrollment

When necessary due to a reduction in state reimbursements, families shall be disenrolled from subsidized child care and development services in the following order: (Education Code 8263.3)

1. Families with the highest income in relation to family size shall be disenrolled first.

2. If two or more families have the same income ranking, children without disabilities who have been enrolled in child care services the longest shall be disenrolled first. After all children without disabilities have been disenrolled, children with disabilities shall be disenrolled, with those who have been enrolled in child care services the longest being disenrolled first.

3. Families whose children are receiving child protective services or are at risk of neglect, abuse, or exploitation, regardless of family income, shall be disenrolled last.

Health Examination and Information

A physical examination and evaluation, including age-appropriate immunization, shall be required prior to or within six weeks of enrollment. (Education Code 8263)

The requirement for a physical examination and evaluation shall be waived if a parent/guardian submits a letter stating that such examination is contrary to the parent/guardian's religious beliefs. (Education Code 8263)

However, a child may be exempted from the immunization requirements only if: (Education Code 8263; Health and Safety Code 120335)

1. A licensed physician indicates that immunization is not safe due to the physical condition or medical circumstances of the child.

2. The parent/guardian submitted a letter or affidavit prior to January 1, 2016 stating that such examination is contrary to the parent/guardian's personal beliefs. An exemption from immunization granted for personal beliefs is effective only until the next grade span (i.e., birth through preschool, grades K-6, and grades 7-12).

If there is good cause to believe that a child is suffering from a recognized contagious or infectious disease, the child shall be temporarily excluded from the child care and development program until it is determined that the child is not suffering from that contagious or infectious disease. (Education Code 8263)

When a child enrolls or reenrolls in a licensed child care program, the center shall provide the child's parent/guardian with written information on the risks and effects of lead exposure, blood lead testing recommendations and requirements, and options for obtaining blood lead testing, including any state or federally funded programs that offer free or discounted tests. (Health and Safety Code 1596.7996)

Attendance

Sign-in and sign-out sheets shall be used daily for all children for attendance accounting purposes. Attendance records shall include verification of excused absences, including the child's name, date(s) of absence, specific reason for absence, and signature of parent/guardian or district representative. (5 CCR 18065, 18066)

Absences shall be excused for the following reasons:

1. Illness or quarantine of the child or of the parent/guardian (Education Code 8208)

2. Family emergency (Education Code 8208)

   A family emergency shall be considered to exist when unforeseen circumstances cause the need for immediate action, such as may occur in the event of a natural disaster or when a member of the child's immediate family

dies, has an accident, or is required to appear in court.

3. Time spent with a parent/guardian or other relative as required by a court of law (Education Code 8208)

4. Time spent with a parent/guardian or other relative which is clearly in the best interest of the child (Education Code 8208)

An absence shall be considered to be in the best interest of the child when the time is spent with the child's parent/guardian or other relative for reasons deemed justifiable by the program coordinator or site supervisor.

Except for children who are recipients of child protective services or are at risk of abuse or neglect, excused absences in the best interest of the child shall be limited to 10 days during the contract period. (5 CCR 18066)

Any absence due to a reason other than any of those stated above, or without the required verification, shall be considered an unexcused absence. After three unexcused absences during the year, the program coordinator or site supervisor shall notify the child's parent/guardian. Children who continue to have excessive unexcused absences may be removed from the program at the discretion of the program coordinator in order to accommodate other families on the waiting list for admission.

Parents/guardians shall be notified of the policies and procedures related to excused and unexcused absences for child care and development services. (5 CCR 18066)

Rights of Parents/Guardians

At the time a child is accepted into a licensed child care and development center, the child's parent/guardian or authorized representative shall be notified of the rights specified in 22 CCR 101218.1, including, but not limited to, the right to enter and inspect the child care facility and the right to be informed, upon request, of the name and type of association to the center of any adult who has been granted a criminal record exemption. (Health and Safety Code 1596.857; 22 CCR 101218.1)

The written notice of parent/guardian rights also shall be permanently posted within the facility in a location accessible to parents/guardians. Notwithstanding these rights, access to the facility may be denied to an adult whose behavior presents a risk to children present in the facility or to noncustodial parents/guardians when so requested by the responsible parent/guardian. (Health and Safety Code 1596.857)

In addition, if a parent/guardian disagrees with any district action to deny a child's eligibility for subsidized child care services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, the parent/guardian may file a request for a hearing with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for a hearing, the Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR 18120)

The hearing shall be conducted in accordance with the procedures specified in 5 CCR 18120 by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, the parent/guardian may, within 14 calendar days, appeal the decision to the CDE. (5 CCR 18120-18122)

Records

The Superintendent or designee shall maintain records of enrollment, attendance, types of families served, income received from all families participating in the district's child care and development program, and any other records required by CDE.

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

State References	Description
22 CCR 101151-101239.2	General requirements, licensed child care centers - https://simbli.eboardsolutions.com/SU/25Fl2slsh36wTFm0vX8xZRbZg==

22 CCR 101212-101231	Continuing requirements - https://simbli.eboardsolutions.com/SU/H5IA5aJVFlBKHey0QgRA4A==
22 CCR 101237-101239.2	Facilities and equipment - https://simbli.eboardsolutions.com/SU/tHhaU35adyWpiEslshHV75I9Q==
5 CCR 18000-18434	Child care and development programs
5 CCR 18012-18122	General requirements
5 CCR 18180-18192	Federal and state migrant programs
5 CCR 18210-18213	Severely handicapped program
5 CCR 18220-18231	Alternative payment program
5 CCR 18240-18248	Resource and referral program
5 CCR 18270-18281	Program quality, accountability
5 CCR 18290-18292	Staffing ratios
5 CCR 18295	Waiver of qualifications for site supervisor
5 CCR 18300-18308	Appeals and dispute resolution
5 CCR 4610-4687	Uniform complaint procedures
5 CCR 80105-80125	Commission on Teacher Credentialing, child care and development permits
Ed. Code 49540-49546	Child care food program
Ed. Code 49570	National School Lunch Act
Ed. Code 56244	Staff development funding
Ed. Code 8200-8209	General provisions for child care and development services
Ed. Code 8200-8499.10	Child Care and Development Services Act
Ed. Code 8210-8216	Resource and referral program
Ed. Code 8220-8226	Alternative payment program
Ed. Code 8230-8233	Migrant child care and development program
Ed. Code 8235-8239	California state preschool program
Ed. Code 8240-8244	General child care and development programs
Ed. Code 8250-8252	Programs for children with special needs
Ed. Code 8263	Eligibility and priorities for subsidized child development services
Ed. Code 8263.3	Disenrollment of families due to reduced funding levels
Ed. Code 8263.4	Enrollment of students ages 11-12 years
Ed. Code 8273-8273.3	Fees
Ed. Code 8278.3	Child Care Facilities Revolving Fund
Ed. Code 8360-8370	Personnel qualifications
Ed. Code 8400-8409	Contracts
Ed. Code 8482-8484.65	After School Education and Safety Program
Ed. Code 8484.7-8484.8	21st Century community learning centers
Ed. Code 8493-8498	Facilities
Ed. Code 8499-8499.7	Local planning councils
H&S Code 120325-120380	Educational and child care facility immunization requirements
H&S Code 1596.70-1596.895	California Child Day Care Act
H&S Code 1596.90-1597.21	Day care centers

Federal References	**Description**

42 USC 1751-1769j	National School Lunch Program
42 USC 9831-9852	Head Start programs
42 USC 9858-9858q	Child care and development block grant
45 CFR 98.2-98.93	Child care and development fund
7 CFR 210.1-210.31	National School Lunch Program

Management Resources References	**Description**
California Department of Education Publication	01-05 Guidelines for Piloting Textbooks and Instructional Materials, rev. January 2015
Court Decision	A.M. v. Albertsons, LLC, (2009) Cal.App.4th 455
Website	AASA The School Superintendents Association - https://simbli.eboardsolutions.com/SU/MOaF8AO8cslshSlfGc13QQoEQ==

Cross References	**Description**
1240	Volunteer Assistance - https://simbli.eboardsolutions.com/SU/x1QewT4YgzruZlTbYpBsCw==
1240	Volunteer Assistance - https://simbli.eboardsolutions.com/SU/AEEKECijKNmVMzEslshyCblkw==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/7jLpO3olzZyV5UFW73rM7w==
1312.3	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/KHDTJl8HmlBe0f7J3EQJrw==
1312.3-E(1)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/kSrAwY7oJ7SKiyJfslsh6cAjg==
1312.3-E(2)	Uniform Complaint Procedures - https://simbli.eboardsolutions.com/SU/7HzXF8QLn2iLE3tplusW51BUg==
1330	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/9uDcSKI7uugETmCykVahHQ==
1330	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/IsP74bct6ZWIEplusMslshUslshDk0g==
1330-E(1)	Use Of School Facilities - https://simbli.eboardsolutions.com/SU/CNUwUvT05G0aH7gGIK9dqA==
1330.1	Joint Use Agreements - https://simbli.eboardsolutions.com/SU/Q9uum7Qie1RKlnyyMCvRYA==
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/zP9eNCslshlhcPcKReyWt0R0w==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/GfUJ9DGdIfWd1d1YKcqBTg==
3280	Sale Or Lease Of District-Owned Real Property - https://simbli.eboardsolutions.com/SU/xQsi8XCX1iXiQIrdQ6mqHw==
3280	Sale Or Lease Of District-Owned Real Property - https://simbli.eboardsolutions.com/SU/rCoU3YDeQiauvp8P9pTGvA==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/FDEyeplusb4fV7OWe2gIJqdyg==
3550	Food Service/Child Nutrition Program - https://simbli.eboardsolutions.com/SU/x6z14fFB8Ac4fASZ9Lal1w==

3552	Summer Meal Program - https://simbli.eboardsolutions.com/SU/F9u50slshgnNSFWzZ1KL25Hgg==
3552	Summer Meal Program - https://simbli.eboardsolutions.com/SU/IAJDgoYlIDjrGK0VsaiTUA==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/jzW7WZslsh41zbhhqz9g4m1aA==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/AKPJOKwwzRYWQQEdVtKxAA==
4112	Appointment And Conditions Of Employment - https://simbli.eboardsolutions.com/SU/h2UUcLqR6nWn8M9XHIk1FQ==
4112.2	Certification - https://simbli.eboardsolutions.com/SU/AXaYWsoBkMdIXi32NkoE8Q==
4112.2	Certification - https://simbli.eboardsolutions.com/SU/Qslsh03yMjDLRtnlQ7wtNmjLA==
4161.2	Personal Leaves - https://simbli.eboardsolutions.com/SU/JeYnngBXkg3FdONe8X1q2A==
4261.2	Personal Leaves - https://simbli.eboardsolutions.com/SU/NFxbrloVqa1JsBTzUnJaLw==
4361.2	Personal Leaves - https://simbli.eboardsolutions.com/SU/K3a7MNH1vgqBfVG0nwYlmw==
5022	Student And Family Privacy Rights - https://simbli.eboardsolutions.com/SU/E8TLBAkmlZNslsh64KyfXgj4A==
5022	Student And Family Privacy Rights - https://simbli.eboardsolutions.com/SU/X6d0PiFilH2zk2K5JdazDg==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/kP3RA9Bro1n3d1MplusS6lm9g==
5111.1	District Residency - https://simbli.eboardsolutions.com/SU/Bgrve0Gbkwy2h7YR9OcBmQ==
5111.1	District Residency - https://simbli.eboardsolutions.com/SU/GPT61WhRNQ8pHfa3UXX8Ng==
5117	Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/SjGkpplus4Jvmy3IFHQE2HY7g==
5117	Interdistrict Attendance - https://simbli.eboardsolutions.com/SU/8ksIbpS7OxQBTiX2Y03LGA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/FMMhDMxyEMsiZAVEslshLqbFg==
5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/q3DyJG1cykCEbvwrC4GFrw==
5141	Health Care And Emergencies - https://simbli.eboardsolutions.com/SU/2SKcqtAzQIvlXs6uFEYUKQ==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/LUPslsh3GOwWlPrzOFht6vpluskg==
5141.22	Infectious Diseases - https://simbli.eboardsolutions.com/SU/wzslshxB5PWuGpSLScMjslshssMQ==
5141.26	Tuberculosis Testing - https://simbli.eboardsolutions.com/SU/2I6VGcQ4GcfNVkCB4PkdWQ==
5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/1fLNvPE0plussZLupslshmautkbw==

5141.27	Food Allergies/Special Dietary Needs - https://simbli.eboardsolutions.com/SU/NloHQDWcviplus6dLFcVFFo9Q==
5141.3	Health Examinations - https://simbli.eboardsolutions.com/SU/ewTnhBtGxKGHkbFm3NatBg==
5141.3	Health Examinations - https://simbli.eboardsolutions.com/SU/HteJSrBy2O9HLQtwEACcXQ==
5141.31	Immunizations - https://simbli.eboardsolutions.com/SU/1KEcWg3tdaMSHap3A6rQlA==
5141.31	Immunizations - https://simbli.eboardsolutions.com/SU/jgOyR5ZG6oxquyYQgJUHxw==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/KzxmngnveoordTPegwXZQg==
5141.6	School Health Services - https://simbli.eboardsolutions.com/SU/VIA77L2HdAhqEqPt4plusWb0Q==
5145.6	Parental Notifications - https://simbli.eboardsolutions.com/SU/gR6ucyZS56duPchfmGVPslshQ==
5145.6-E(1)	Parental Notifications - https://simbli.eboardsolutions.com/SU/i1IPc7H4r7uslsh0slshTWOspoew==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/JplusjOEjaslshslshVXqOmynLczDnQ==
5148.2	Before/After School Programs - https://simbli.eboardsolutions.com/SU/dVtM4nsfrjRfZHmZPhFeqQ==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/KrnhTNsVohpiiTNiHcZ3wQ==
5148.3	Preschool/Early Childhood Education - https://simbli.eboardsolutions.com/SU/LBi8syRijSuIhX1CUZvmaA==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/kTSslsh7Ga7Eam1ZbmEyYq8GQ==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/2djpXtxmac1zQZScP6LNTw==
6142.7	Physical Education And Activity - https://simbli.eboardsolutions.com/SU/bxdO02orcknVGTfpbSK9vw==
6142.7	Physical Education And Activity - https://simbli.eboardsolutions.com/SU/hbGCDAbQPplusslshdSybFLnA10Q==
6154	Homework/Makeup Work - https://simbli.eboardsolutions.com/SU/ceT73NcXQVcuvaYslshGFplusfpA==
6175	Migrant Education Program - https://simbli.eboardsolutions.com/SU/TuslshPMGHi6O2DoJzSkkL5uw==
6175	Migrant Education Program - https://simbli.eboardsolutions.com/SU/5plussi8eIBplusplusRvrBTViaylIA==

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
Educational Services
Cynthia Monreal-González,
Executive Director

☐ Informational
☒ Action

AGENDA ITEM: FIRST READING AND ADOPTION OF REVISED BOARD POLICY AND ADMINISTRATIVE REGULATION - 6000 SERIES

BACKGROUND INFORMATION:

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

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

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

- Revised BP 6142.5 - Environmental Education
- Revised AR 6162.51 - State Academic Achievement Tests.

RECOMMENDATION:
Approve First Reading and Adoption of Revised Board Policy and Administrative Regulation - 6000 series: Revised BP 6142.5 - Environmental Education and Revised AR 6162.51 - State Academic Achievement Tests.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2021-2022 Budget? ☐ Yes ☐ No

Requisition #

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

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

6000 SERIES

Board Policy 6142.5 - Environmental Education

Policy updated to reflect law which required that the state-adopted environmental principles and concepts be integrated into content standards, curriculum frameworks, and textbook criteria. Policy also reflects legislative intent that governing boards undertake specified actions to promote instruction in environmental literacy, including by embedding environmental literacy in the local priorities addressed in the district's local control and accountability plan, collaborating with other agencies to enhance the environmental curriculum, providing professional development in environmental literacy, and ensuring equity in the provision of environment-based learning opportunities.

Administrative Regulation 6162.51 - State Academic Achievement Tests

Regulation updates information regarding administration of the California Assessment of Student Performance and Progress, including provisions that: (1) the district may administer the California Science Test (CAST) in any of grades 10-12, (2) the California Alternate Assessments in science should be administered to students with significant cognitive disabilities who are unable to take the CAST with accommodations, and (3) the California Spanish Test is the primary language assessment that is available to be administered to English learners. Regulation also adds optional language regarding the use of Smarter Balanced interim and formative assessments to provide timely feedback regarding students' progress and assist teachers in continually adjusting instruction to improve learning. Testing windows and testing variations updated to reflect current state regulations, as renumbered.

CSBA Sample REVISED

Board Policy

Instruction BP 6142.5(a)

ENVIRONMENTAL EDUCATION

Note: **The following optional policy may be revised to reflect district practice. Pursuant to Public Resources Code 71300-71304, the Office of Education and the Environment within the Department of Resources Recycling and Recovery (CalRecycle) has developed "environmental principles and concepts," which have been adopted by the State Board of Education. For further information, see the web site of the California Education and the Environment Initiative.**

~~Pursuant to Public Resources Code 71300-71304, the California Office of Education and the Environment, within the state Integrated Waste Management Board, has developed a model curriculum based on environmental education principles which will be incorporated into the state's criteria for textbook adoption and, pursuant to Education Code 33541, into the science curriculum framework adopted by the State Board of Education.~~

~~The following **optional** policy is consistent with the state's education principles for the environment and may be revised to reflect district practice.~~

The Governing Board recognizes that schools play a crucial role in educating students about the ~~importance of the environment and in preparing them to be stewards of natural resources~~. ~~The Board believes that students should value the environment, respect all life forms, understand the basic ecological principles which support the planet, and live an ecologically responsible life-style.~~ **relationship between humans and the natural world and in preparing them to have the skills, knowledge, and principles needed to solve environmental problems. The Board believes that all students should understand ecological systems and the impact of human action on such systems, including, but not limited to, climate change. The district's environmental education program shall promote environmental literacy and shall prepare students to be stewards of natural resources and live an environmentally sustainable lifestyle.**

(cf. 6000 - Concepts and Roles)
(cf. 6142.3 - Civic Education)

The district's local control and accountability plan may include local goals and priorities for environmental literacy.

(cf. 0460 - Local Control and Accountability Plan)

Note: Education Code 51210 requires the adopted course of study for grades 1-6 to include instruction on the relations of persons to their human and natural environment, the wise use of natural resources, and science instruction on the place of humans in the ecological systems. In grades 7-12, Education Code 51220 requires study of the relations of persons to their human and natural environment and science instruction that emphasizes the place of humans in ecological systems. See AR 6143 - Courses of Study.

Pursuant to Education Code 51227.3, the environmental principles and concepts must be integrated into the state content standards, curriculum frameworks, and textbook criteria in the subjects of

English language arts, science, history-social science, health, and, to the extent practicable, mathematics. To date, the environmental principles and concepts have only been integrated into the science and history-social science curriculum frameworks.

The following optional paragraph reflects the content of the state-adopted environmental principles and concepts.

~~The Superintendent or designee shall develop an environmental education program that is aligned with state academic standards and curriculum frameworks. The Superintendent or designee shall determine how the district's environmental education program will be integrated into the district's science curriculum and other subjects and courses in which the concepts may be explicitly and systematically taught.~~

~~*(cf. 6011 - Academic Standards)*~~
~~*(cf. 6141 - Curriculum Development and Evaluation)*~~
~~*(cf. 6142.93 - Science Instruction)*~~
~~*(cf. 6143 - Courses of Study)*~~

~~The goal of the district's environmental education program shall be to provide students with an understanding of~~ **The district's environmental education program may be taught across the district curriculum in science, history-social science, English language arts, health, and, to the extent practicable, mathematics. Such instruction shall be aligned with state-adopted standards and curriculum frameworks and may include, but not be limited to,** the interactions and interdependence of human societies and natural systems, people's dependence and influence on natural systems, the ways that natural systems change and how people can benefit and influence that change, the fact that there are no boundaries to prevent matter from flowing between systems, and the fact that decisions affecting resources and natural systems are complex and involve many factors.

(cf. 6011 - Academic Standards)
(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6142.93 - Science Instruction)
(cf. 6143 - Courses of Study)

Note: Pursuant to Public Resources Code **71300-71304** ~~71300 and 71304~~, ~~the California~~ **CalRecycle's** Office of Education and the Environment has developed environmental education resources, including **a** model **curriculum** ~~programs~~ and successful strategies, to help districts coordinate best practices for environment-based education and environmental science and technology. Further information can be found on the ~~California Integrated Waste Management Board's web site.~~ **California Education and the Environment Initiative's web site.**

~~The Superintendent or designee shall ensure that students have access to high-quality instructional materials and opportunities for hands-on, real-world learning experiences in environmental education both inside and outside the classroom.~~ The district's program ~~shall~~ **may also provide for** ~~emphasize a coordination of instructional resources with~~ active student

participation in onsite resource conservation and management programs and the promotion of service learning partnerships. **The Superintendent or designee may collaborate with other local educational agencies and/or community-based organizations to enhance the curriculum and learning experiences provided to students.**

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 3511 - Energy and Water Management)
(cf. 3511.1 - Integrated Waste Management)
(cf. 3514 - Environmental Safety)
(cf. 5030 - Student Wellness)
(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6153 - School-Sponsored Trips)

The Superintendent or designee shall ensure that environment-based learning experiences are made available on an equitable basis and that the environmental literacy curriculum reflects the linguistic, ethnic, and socioeconomic diversity of California.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0415 - Equity)

As appropriate, the Superintendent or designee shall provide professional development for teachers in the development and effective implementation of curriculum and activities inside and outside of the classroom that promote environmental literacy.

~~*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*~~
~~*(cf. 3511 - Energy and Water Management)*~~
~~*(cf. 3511.1 - Integrated Waste Management)*~~
~~*(cf. 3514 - Environmental Safety)*~~
~~*(cf. 5030 - Student Wellness)*~~
~~*(cf. 6142.4 - Service Learning/Community Service Classes)*~~
~~*(cf. 6153 - School-Sponsored Trips)*~~

Legal References: (see next page)

ENVIRONMENTAL EDUCATION (continued)

Legal Reference:

EDUCATION CODE

8700-8707 Environmental education
8720-8723 Conservation education service
8760-8773 Outdoor science, conservation, and forestry
33541 Science requirements
37222 John Muir; recognition of his contributions
51210 Areas of study, grades 1-6
51220 Areas of study, grades 7-12
51227.3 Environmental principles and concepts
51795-51797 School instructional gardens
60041 Ecological systems and their protection

PUBLIC RESOURCES CODE

71300-71305 Statewide environmental education

Management Resources:

WEB SITES

~~*California Environmental Protection Agency, Education and the Environment Initiative: http://www.calepa.ca.gov/Education/EEI*~~
California Department of Education, Environmental Education and ***Environmental Literacy:***
http://www.cde.ca.gov/pd/ca/sc/oeeintrod.asp
California Education and the Environment Initiative: https://www.californiaeei.org
~~*California Integrated Waste Management Board, School Waste Management Education and Assistance: http://www.ciwmb.ca.gov/Schools*~~
California Regional Environmental Education Community: http://www.creec.org
Green Schoolyards America: https://www.greenschoolyards.org
Green Schoolyards America, National COVID-19 Outdoor Learning Initiative: https://www.greenschoolyards.org/covid-learn-outside
North American Association for Environmental Education: https://naaee.org/our-work/programs/eeworks

Policy Reference UPDATE Service
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Policy 6142.5: Environmental Education

Status: ADOPTED

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

The Board of Education recognizes that schools play a crucial role in educating students about the importance of the environment and in preparing them to be stewards of natural resources. The Board believes that students should value the environment, respect all life forms, understand the basic ecological principles which support the planet, and live an ecologically responsible life-style.

The Superintendent or designee shall develop an environmental education program that is aligned with state academic standards and curriculum frameworks. The Superintendent or designee shall determine how the district's environmental education program will be integrated into the district's science curriculum and other subjects and courses in which the concepts may be explicitly and systematically taught.

The goal of the district's environmental education program shall be to provide students with an understanding of the interactions and interdependence of human societies and natural systems, people's dependence and influence on natural systems, the ways that natural systems change and how people can benefit and influence that change, the fact that there are no boundaries to prevent matter from flowing between systems, and the fact that decisions affecting resources and natural systems are complex and involve many factors.

The district's program shall emphasize a coordination of instructional resources with active student participation in onsite resource conservation and management programs and the promotion of service learning partnerships.

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

State References	Description
Ed. Code 33541	Science requirements
Ed. Code 51210	Areas of study
Ed. Code 51220	Areas of study, grades 7 to 12
Ed. Code 51795-51797	School instructional gardens
Ed. Code 60041	Ecological systems and their protection
Ed. Code 8700-8707	Environmental education
Ed. Code 8720-8723	Conservation education service
Ed. Code 8760-8773	Outdoor science, conservation, and forestry
Pub. Res. Code 71300-71305	Statewide environmental education

Management Resources References	Description
Website	AASA The School Superintendents Association - https://simbli.eboardsolutions.com/SU/MOaF8AO8cslshSlfGc13QQoEQ==

Cross References	Description
1400	Relations Between Other Governmental Agencies And The Schools - https://simbli.eboardsolutions.com/SU/zP9eNCslshlhcPcKReyWt0R0w==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/WkUrNM2FzVVkLqFLyxiZng==
3260	Fees And Charges - https://simbli.eboardsolutions.com/SU/GfUJ9DGdlfWd1d1YKcqBTg==
3510	Green School Operations - https://simbli.eboardsolutions.com/SU/G37Ms0slsheqE8P74vvH70GSA==
3511	Energy And Water Management - https://simbli.eboardsolutions.com/SU/O9FKTqHslshqNGBKo5saslshMH6Q==

3511	Energy And Water Management - https://simbli.eboardsolutions.com/SU/h07XgTJ0QslshS45Pc7PrL6Xg==
3511.1	Integrated Waste Management - https://simbli.eboardsolutions.com/SU/AbNlHdFZIucug7HPc46CnA==
3511.1	Integrated Waste Management - https://simbli.eboardsolutions.com/SU/446owtNuPGJeN7exiV4vyg==
3514	Environmental Safety - https://simbli.eboardsolutions.com/SU/axGpVjdPOgNZrBMZBQtiFQ==
3514	Environmental Safety - https://simbli.eboardsolutions.com/SU/n7CuOUfbHIaAcCzD0HsiyA==
4131	Staff Development - https://simbli.eboardsolutions.com/SU/kJqyGLZ6NEslsht0VJCcrln0A==
5030	Student Wellness - https://simbli.eboardsolutions.com/SU/kP3RA9Bro1n3d1MplusS6lm9g==
6000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/PKZCznPK5uVYh2rtuZWrQQ==
6011	Academic Standards - https://simbli.eboardsolutions.com/SU/wIufamEAdcmeCnQqXP7A9Q==
6141	Curriculum Development And Evaluation - https://simbli.eboardsolutions.com/SU/QyLrruw5gplussHOObxmtHbig==
6141	Curriculum Development And Evaluation - https://simbli.eboardsolutions.com/SU/OmNL5T6SuAH1l46w0L28oA==
6142.4	Service Learning/Community Service Classes - https://simbli.eboardsolutions.com/SU/XaaEXSfKRATddEdedTr5Rw==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/3slshq0kP6i01dIvoZMdFHCvA==
6142.8	Comprehensive Health Education - https://simbli.eboardsolutions.com/SU/x0hb3hkKicXv7wIr4CYoQg==
6142.93	Science Instruction - https://simbli.eboardsolutions.com/SU/w9VU81P2tplus6slshVBe2J0pq9g==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/oJmDaeMYv7Ek8ydix0OaXg==
6143	Courses Of Study - https://simbli.eboardsolutions.com/SU/2FT4uXmjqrLwNqoqHt3MQA==
6153	School-Sponsored Trips - https://simbli.eboardsolutions.com/SU/EG8hLnoLTljUh0pMVaxVUg==
6153	School-Sponsored Trips - https://simbli.eboardsolutions.com/SU/XyDBUL4JXDF4l0RuiCx52g==

STATE ACADEMIC ACHIEVEMENT TESTS

Note: The following administrative regulation reflects requirements of the California Assessment of Student Performance and Progress (CAASPP) (Education Code 60600-60649) and should be revised to reflect the grade levels offered by the district.

The Superintendent or designee shall administer the California Assessment of Student Performance and Progress (CAASPP) to all district students at applicable grade levels, except those students exempted by law.

Note: The following paragraph may be revised to reflect programs offered by the district.

5 CCR 851 clarifies responsibility for the testing of charter school students who attend locally funded charter schools. Pursuant to Education Code 47651, a locally funded charter school is one that receives the state aid portion of its local control funding formula allocation through the district that either authorized the charter or was designated by the State Board of Education (SBE) as the oversight agency, rather than directly from the state.

The students of any charter school that receives its state funding allocation through the district shall be tested in coordination with the testing of district students. In addition, the Superintendent or designee shall arrange for the testing of students in any alternative education program or program conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or nonpublic, nonsectarian schools. No test shall be administered in a home or hospital except by a test administrator or test examiner. (5 CCR 851)

(cf. 0420.4 - Charter School Authorization)
(cf. 0420.41 - Charter School Oversight)
(cf. 6158 - Independent Study)
(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6183 - Home and Hospital Instruction)
(cf. 6184 - Continuation Education)
(cf. 6185 - Community Day School)

Note: The following paragraph is **optional**. Pursuant to 5 CCR 853, if the district identifies students who are unable to access the computer-based assessments, as required by 5 CCR 857, the district may use a paper and pencil version of the assessment, if available.

On or before July 1 of each year, the Superintendent or designee shall identify any district school(s) with students who are unable to access the computer-based assessment of a CAASPP test and shall report the number of such students to the test contractor. If available, a paper and pencil version of the assessment may be administered to such students. (5 CCR 853, 857)

~~Note: 5 CCR 857, as amended by Register 2015, No. 48, establishes a deadline of July 1 of each year for designating a district test coordinator.~~

On or before July 1 of each year, the Superintendent or designee shall designate a district coordinator who shall oversee all matters related to the testing program and serve as the district representative and liaison with the test contractor and the California Department of Education (CDE). The Superintendent or designee shall also designate a coordinator for each test site. The duties of the district and site test coordinators shall include those specified in 5 CCR 857-858. (5 CCR 857-858)

Note: 5 CCR 850~~, as amended by Register 2015, No. 48,~~ defines "test administrator" as an employee trained to administer the CAASPP achievement tests and "test examiner" as a certificated or licensed employee of a local educational agency trained to administer the California Alternate Assessments (CAA) for students with significant cognitive disabilities.

The Superintendent or designee also shall appoint trained test administrator(s) to administer the CAASPP achievement tests and test examiner(s) to administer the California Alternate Assessments. A test examiner shall be a certificated or licensed employee **or contractor** of the district or county office of education. (5 CCR 850)

(cf. 4112.2 - Certification)
(cf. 4113 - Assignment)

~~Note: Pursuant to 5 CCR 850, as amended by Register 2015, No. 48, a student's sibling is prohibited from serving as his/her translator or scribe during test administration.~~

As appropriate, the Superintendent or designee shall assign a specially trained district employee to serve as a test proctor to assist the test examiner; a specially trained district employee, or other person supervised by a district employee, to serve as a translator to translate the test directions into a student's primary language; and a district employee to serve as a scribe to transcribe a student's responses to the format required by the test. A student's parent/guardian or sibling shall not be eligible to be that student's translator or scribe. (5 CCR 850)

All test administrators, test examiners, proctors, translators, scribes, district and site test coordinators, and other persons having access to any of the CAASPP achievement tests and corresponding test materials, assessment technology platform, or tests administered pursuant to Education Code 60640 shall acknowledge the limited purpose of their access to the achievement tests by signing a test security affidavit. In addition, all district and site test coordinators shall sign a test security agreement before receiving any CAASPP achievement tests and corresponding test materials. The test security affidavit and test security agreement shall be those set forth in 5 CCR 859. (5 CCR 850, 859)

STATE ACADEMIC ACHIEVEMENT TESTS (continued)

Tests Included in the State Assessment System

Note: Pursuant to Education Code 60640 and 5 CCR 851.5~~, as added by Register 2015, No. 48,~~ the CAASPP consists of the required assessments listed in items #1-3 below and optional use of a primary language assessment.

Pursuant to Education Code 60640 and 99300-99301, the CAASPP also includes the Early Assessment Program (EAP) designed to assess the college readiness of students in grade 11 in English language arts and/or mathematics. The EAP is included within the summative assessments listed in item #1 below.

The district shall administer the following CAASPP assessments: (Education Code 60640; 5 CCR 851.5)

1. The ~~CAASPP achievement tests~~ **Smarter Balanced summative assessments** for English language arts and mathematics in grades 3-8 and 11, except that:

(cf. 6142.91 - Reading/Language Arts Instruction)
(cf. 6142.92 - Mathematics Instruction)

a. Recently arrived English learners, defined pursuant to Education Code 60603 as English learners who are in their first 12 months of attending a school in the United States, shall be exempted from taking the English language arts assessment to the extent allowed by federal law. A recently arrived English learner may be administered the test upon request by ~~his/her~~ **the student's** parent/guardian.

(cf. 6174 - Education for English Learners)

b. Students with disabilities who are unable to participate in the English language arts and mathematics assessments, even with the resources described in the section "Testing Variations" below, shall be provided an alternate test when designated in their individualized education program (IEP), as provided in item #3 below.

(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)

Note: ~~Education Code 60640 provides that the California Standards Tests will be administered in science at grades 5, 8, and 10. When available, the SBE shall adopt an assessment that is aligned with the Next Generation Science Standards, which were adopted by the SBE in September 2013.~~ **Pursuant to Education Code 60640, SBE has determined that the California Science Test (CAST), which is aligned with the Next Generation Science Standards, must be administered in grades 5, 8, and once in grades 10-12. According to the CAASPP Online Test Administration Manual, districts can elect to administer the CAST to students in grade 10 or 11. Students in grade 12 who have not yet met the science testing**

STATE ACADEMIC ACHIEVEMENT TESTS (continued)

requirement will automatically be registered to take the CAST. The California Department of Education (CDE) recommends testing high school students when they are enrolled in their last science course. Item #2 may be revised to reflect district practice.

2. ~~Science assessments~~ **The California Science Test (CAST)** at grades 5, 8, and **once in grades** 10**-12**

However, students with disabilities who are unable to participate in the ~~science assessments~~ **CAST**, even with the resources described in the "Testing Variations" section below, shall be provided an alternate test when designated in their IEP, as provided in item #3 below.

(cf. 6142.93 - Science Instruction)

Note: Pursuant to 20 USC 1412 and Education Code 60640, students with disabilities must be included in the CAASPP program with accommodations where necessary (see section on "Testing Variations" below), unless they are exempted by their parents/guardians or are eligible to take an alternate assessment.

~~For the English language arts and mathematics assessments, students with significant cognitive disabilities may be administered the CAA. For the science assessment, students with disabilities may take the CAPA or the California Modified Assessment, in accordance with their individualized education program (IEP).~~

3. **The California Alternate Assessments (CAA) in English language arts, mathematics, and science f**~~F~~or students with **significant cognitive** disabilities who are unable to take the tests specified in items #1-2 above, even with appropriate accommodations or other testing resources, and who have an IEP that designates the use of alternate tests at the applicable grade levels~~:~~

~~a. California Alternate Assessment in English language arts and mathematics for students with significant cognitive disabilities~~

~~b. For the science assessment, either the California Modified Assessment or, for students with significant cognitive disabilities, the California Alternate Performance Assessment~~

Note: The following paragraph is **optional.** In addition to administering the CAASPP achievement tests described in items #1-3 above to English learners, Education Code 60640 authorizes the district to administer a primary language assessment to English learners**.** ~~in grades 2-11. Education Code 60640 provides that districts may use the Standards-Based Test in Spanish (STS) for this purpose until a test is available that is aligned with the Common Core State Standards in English language arts. The SBE is required to adopt such an assessment to be used no later than the 2016-17 school year. Pursuant to 5 CCR 851.5, as amended by Register 2015, No. 48, the successor primary language assessment will be available for students in grade 3-8 and 11.~~ **The California Spanish Assessment (CSA) is available to measure competency in Spanish reading/language arts of students in grades 3-8 and high school.**

STATE ACADEMIC ACHIEVEMENT TESTS (continued)

Pursuant to Education Code 60640, the district will receive a per pupil apportionment from the state for administration of the primary language assessment to English learners.

In addition, the Superintendent or designee may administer ~~a primary language assessment~~ **the California Spanish Assessment (CSA)** to English learners. Administration of this test shall not replace the administration of the above tests, administered in English, to English learners. (Education Code 60640)

Note: The following paragraph is **optional.** Pursuant to Education Code 60640, the district may, at its own expense, administer the ~~STS or successor state assessment~~ **CSA** to students in a dual immersion program who are not limited English proficient or who are redesignated fluent English proficient. If the district chooses to use the primary language assessment for this purpose, it must enter into an agreement with the state testing contractor, subject to the approval of ~~the~~ CDE.

The ~~primary language assessment~~ **CSA** also may be used to assess students in a dual language immersion program who are not limited English proficient or who are redesignated fluent English proficient, subject to approval by ~~the California Department of Education (~~CDE~~)~~ of an agreement between the district and the state testing contractor. (Education Code 60640)

Note: The following paragraph is optional. Pursuant to Education Code 60642.6, the CAASPP includes optional computer-based interim assessments, available at no cost to districts, that provide teachers and administrators with results that can be used to support teaching and learning and to gauge student progress toward mastery of the skills measured by the summative assessments. The interim assessments were developed for grades 3-8 and high school, but can be administered at any grade level. The timing and frequency of the interim assessments may be determined by the district.

CAASPP also offers formative assessment tools (i.e., assessment tools and processes that are embedded in instruction and used by teachers to receive real-time feedback for purposes of adjusting instruction). Tools for Teachers, available on the Smarter Balanced Assessment Consortium web site, is an online collection of resources aligned with the Common Core State Standards.

Throughout the school year, schools may use Smarter Balanced interim assessments and formative assessment tools at any grade level to provide timely feedback regarding students' progress toward mastery of the skills measured by the summative assessments in English language arts and mathematics and to assist teachers in continually adjusting instruction to improve learning. The Superintendent or designee may determine the timing and frequency of the administration of such assessments.

Exemptions

Note: In addition to the exemption of recently arrived English learners from the English language arts assessment (see item #1a in the section "Tests Included in the State Assessment System" above), Education Code 60615 allows students to be exempted from the CAASPP upon written request from their parents/guardians. 5 CCR 852 requires the district to notify parents/guardians regarding this exemption and provides that any exemption will be granted only for the current school year.

AR 6162.51(f)

STATE ACADEMIC ACHIEVEMENT TESTS (continued)

Districts should be aware of the need to maintain a high student participation level on state assessments. Pursuant to 20 USC 6311, ~~as amended by the Every Student Succeeds Act (P.L. 114-95), states must annually measure the achievement of not less than 95 percent~~ of all students **and of each numerically significant subgroup of students**. ~~The state legislature will need to determine how to factor the participation requirement into the state's school accountability system.~~

Each year the Superintendent or designee shall notify parents/guardians of their child's participation in the CAASPP and of the provisions of Education Code 60615 related to exemptions from testing. (5 CCR 852)

(cf. 5145.6 - Parental Notifications)

~~A parent/guardian~~ **Parents/guardians** may annually submit to the school a written request to excuse ~~his/her~~ **their** child from any or all parts of the CAASPP assessments for the school year, and such a request shall be granted by the Superintendent or designee. However, district employees shall not solicit or encourage any exemption request on behalf of any student or group of students. (Education Code 60615; 5 CCR 852)

If a parent/guardian submits an exemption request after testing has begun, any test(s) completed before the request is submitted will be scored and the results reported to the parent/guardian and included in the student's records. (5 CCR 852)

Testing Period

Note: Education Code 60640 requires the SBE to establish ~~a~~ testing window**s** that allow**s** all schools to administer the CAASPP tests at approximately the same time during the instructional year and take~~s~~ into account the need to provide make-up days for students who were absent during testing. ~~5 CCR 855, as amended by Register 2015, No. 48, establishes the testing windows specified below beginning in the 2015-16 school year.~~ Within these testing windows, the district may establish its own testing dates.

The following section should be revised to reflect grade levels offered by the district. In addition, districts that do not maintain any schools on a year-round schedule may revise the following section to delete references to schedules based on tracks.

The Superintendent or designee shall establish testing days for district students within the following available testing windows: (5 CCR 855)

1. **Unless otherwise specified in state regulations, a**~~A~~ssessments ~~in English language arts and mathematics~~ shall be administered between the date on which at least 66 percent of the school's or track's annual instructional days ~~for grades 3-8, or at least 80 percent of the annual instructional days for grade 11,~~ have been completed**, but no earlier than the second Tuesday in January,** and the last day of instruction for the regular annual calendar of the school or track**, but no later than July 15 or, if July 15 is not a weekday, then the next weekday following July 15**

STATE ACADEMIC ACHIEVEMENT TESTS (continued)

2. ~~All science assessments, including CAPA and CMA, shall be administered during an available testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's or track's annual instructional days.~~ **The CAA for science shall be administered annually beginning on a date in September as determined by CDE through the last day of instruction for the regular annual calendar of the school or track, but no later than July 15 or, if July 15 is not a weekday, then the next weekday following July 15.**

~~Note: Item #3 below reflects the available testing window for the CAA effective beginning in the 2016-17 school year, pursuant to 5 CCR 855, as amended by Register 2015, No. 48.~~

~~3. Beginning in the 2016-17 school year, the CAA shall be administered during the available testing windows specified in item #1.~~

Note: **Optional** item ~~4~~ **3** below is for use by districts that have chosen to administer the ~~primary language assessment~~ **CSA** to English learners as authorized by Education Code 60640; see section "Tests Included in the State Assessment System" above.

~~4.~~**3.** The ~~primary language assessment~~ **CSA** shall be administered to English learners within the testing window specified in item #~~2~~ **1**.

Note: Within the available testing windows specified above, the district may designate specific testing dates that will be used within the district. 5 CCR 855~~, as amended by Register 2015, No. 48,~~ allows the district to designate one selected testing period for each school or track subject to the conditions specified below. If the district does not designate a selected testing period for a school or track, then the available testing windows specified in item**s** #1-**2** ~~below~~ **above** shall be the selected testing period for that school or track.

Within the above testing windows, the Superintendent or designee may designate one testing period for each school or track or, if a school has multiple tracks, a selected testing period for each track. The district shall not exceed six selected testing periods within the available testing window. The testing period shall be no fewer than 25 consecutive instructional days and may be extended up to an additional 10 consecutive instructional days if still within the available testing window set forth in items #1-~~4~~ **2** above. (5 CCR 855)

Students who are absent during testing shall be provided an opportunity to take the tests within the testing window.

Testing Variations

Note: The following section describes allowable testing resources that may be used during test administration pursuant to 5 CCR ~~853.5-853.8, as amended by Register 2015, No. 48~~ **854.1-854.4**. For further information, see ~~the~~ CDE's matrix of allowable testing variations, available on its web site.

STATE ACADEMIC ACHIEVEMENT TESTS (continued)

All CAASPP ~~achievement~~ tests ~~and the primary language test~~ shall be administered in accordance with the manuals or other instructions provided by the test contractor or CDE except that, as appropriate, the following testing variations may be used: (5 CCR 850, 853-~~853.8~~ **854.4**)

1. Universal tools specified in 5 CCR ~~853.5~~ **854.1-854.4** may be used with any student.

2. Designated supports specified in 5 CCR ~~853.5 and, if an English learner, in 5 CCR 853.7,~~ **854.1-854.4** may be used with a student for whom the need has been indicated by an educator or team of educators, with parent/guardian and student input as appropriate, or for whom the need is specified in the student's IEP or Section 504 plan.

3. Accommodations specified in 5 CCR ~~853.5~~ **854.1-854.4** may be used with a student with disabilities when included in the student's IEP or Section 504 plan as resources that are regularly used in the classroom for the student's instruction and/or assessment(s). Such accommodations shall be either utilized in the assessment environment or consist of changes in procedures or materials that increase equitable access during the assessment.

Note: 5 CCR ~~853.8, as added by Register 2015, No. 48,~~ **854.9** authorizes the use of "unlisted resources" (i.e., resources that have not been identified as a universal tool, designated support, or accommodation) with students with disabilities, provided that the resource is designated in the student's IEP or Section 504 plan and ~~the~~ CDE has approved the use of the resource. Pursuant to 5 CCR ~~853.8~~ **854.9**, the district must electronically submit a request to ~~the~~ CDE at least 10 business days prior to the first day of CAASPP testing, and the district will receive a response from ~~the~~ CDE within four business days of submitting the request. ~~The~~ CDE will not approve the use of an unlisted resource that threatens the security of the test or changes the construct being measured, including, but not limited to, those resources specified in 5 CCR ~~853.8~~ **854.9**. The district may nevertheless use a disapproved unlisted resource that changes the construct being measured, but the student will not be counted in the participation rate for state and federal accountability measures.

4. An unlisted resource that has not been specifically identified as an approved universal tool, designated support, or accommodation may be used with a student who has an IEP or Section 504 plan provided that the resource is one that is regularly used in the classroom for instruction and/or assessment and ~~the~~ CDE has approved its use. At least 10 business days prior to the student's first day of CAASPP testing, the district or school site test coordinator may electronically submit a request to ~~the~~ CDE for approval to use that unlisted resource during that year. If ~~the~~ CDE determines that the unlisted resource changes the construct being measured, the unlisted resource may nevertheless be used with the student in order to generate an individual score report even though the student shall not be counted in the participation rate for accountability measures. (5 CCR ~~853.8~~ **854.9**)

AR 6162.51(i)

STATE ACADEMIC ACHIEVEMENT TESTS (continued)

~~Note: 5 CCR 853.8, as amended by Register 2015, No. 48, authorizes the use of "instructional supports" (i.e., all supports that may be used in daily instruction or assessment, including language and physical supports) during administration of the CAA, as described in the following paragraph.~~

In the administration of the CAA to a student with significant cognitive disabilities, the student may have all instructional supports that may be used in daily instruction or assessment, including language and physical supports, with the exception of any inappropriate test practices listed in test administration manuals. (5 CCR 850, ~~853.6~~ **854.5**)

Note: Education Code 60641 requires that valid test results for individual students, when available, be reported to the student's parents/guardians, school, and teacher(s). Pursuant to Education Code 60641, it is the Legislature's intent that districts are not precluded from using electronic media formats to provide this report, provided that the format secures the confidentiality of the student and the student's results. In addition, district personnel are not required to prepare individualized explanations of each student's test scores as part of the report described in the following paragraph.

For any state assessments that produce valid individual student results, the Superintendent or designee shall forward or transmit the student's test results to his/her **the student's** parents/guardians within 20 working days from receipt of the results from the test contractor or, if the district receives the results from the contractor after the last day of instruction for the school year, then within the first 20 working days of the next school year. The report shall include a clear explanation of the purpose of the test, the student's score, and its intended use by the district. An individual student's scores shall also be reported to ~~his/her~~ **the** school and teacher(s) and shall be included in ~~his/her~~ **the** student record. (Education Code 60641; 5 CCR 863)

(cf. 5125 - Student Records)

With parent/guardian consent, the Superintendent or designee may release a student's test results to a postsecondary educational institution for the purposes of credit, placement, determination of readiness for college-level coursework, or admission. (Education Code 60641)

The Superintendent or designee shall present districtwide, school-level, and grade-level results to the Governing Board at a regularly scheduled meeting. The Board shall not receive individual students' scores or the relative position of any individual student. (Education Code 49076, 60641)

(12/14 3/16) 6/21

Policy Reference UPDATE Service
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Regulation 6162.51: State Academic Achievement Tests

Status: ADOPTED

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

The Superintendent or designee shall administer the California Assessment of Student Performance and Progress (CAASPP) to all district students at applicable grade levels, except those students exempted by law.

The students of any charter school that receives its state funding allocation through the district shall be tested in coordination with the testing of district students. In addition, the Superintendent or designee shall arrange for the testing of students in any alternative education program or program conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or nonpublic, nonsectarian schools. No test shall be administered in a home or hospital except by a test administrator or test examiner. (5 CCR 851)

On or before July 1 of each year, the Superintendent or designee shall identify any district school(s) with students who are unable to access the computer-based assessment of a CAASPP test and shall report the number of such students to the test contractor. If available, a paper and pencil version of the assessment may be administered to such students. (5 CCR 853, 857)

On or before July 1 of each year, the Superintendent or designee shall designate a district coordinator who shall oversee all matters related to the testing program and serve as the district representative and liaison with the test contractor and the California Department of Education (CDE). The Superintendent or designee shall also designate a coordinator for each test site. The duties of the district and site test coordinators shall include those specified in 5 CCR 857-858. (5 CCR 857-858)

The Superintendent or designee also shall appoint trained test administrator(s) to administer the CAASPP achievement tests and test examiner(s) to administer the California Alternate Assessments. A test examiner shall be a certificated or licensed employee of the district or county office of education. (5 CCR 850)

As appropriate, the Superintendent or designee shall assign a specially trained district employee to serve as a test proctor to assist the test examiner; a specially trained district employee, or other person supervised by a district employee, to serve as a translator to translate the test directions into a student's primary language; and a district employee to serve as a scribe to transcribe a student's responses to the format required by the test. A student's parent/guardian or sibling shall not be eligible to be that student's translator or scribe. (5 CCR 850)

All test administrators, test examiners, proctors, translators, scribes, district and site test coordinators, and other persons having access to any of the CAASPP achievement tests and corresponding test materials, assessment technology platform, or tests administered pursuant to Education Code 60640 shall acknowledge the limited purpose of their access to the achievement tests by signing a test security affidavit. In addition, all district and site test coordinators shall sign a test security agreement before receiving any CAASPP achievement tests and corresponding test materials. The test security affidavit and test security agreement shall be those set forth in 5 CCR 859. (5 CCR 850, 859)

Tests Included in the State Assessment System

The district shall administer the following CAASPP assessments: (Education Code 60640; 5 CCR 851.5)

1. The CAASPP achievement tests for English language arts and mathematics in grades 3-8, except that:

    a. Recently arrived English learners, defined pursuant to Education Code 60603 as English learners who are in their first 12 months of attending a school in the United States, shall be exempted from taking the English language arts assessment to the extent allowed by federal law. A recently arrived English learner may be administered the test upon request by his/her parent/guardian.

    b. Students with disabilities who are unable to participate in the English language arts and mathematics assessments, even with the resources described in the section "Testing Variations" below, shall be provided an alternate test when designated in their individualized education program (IEP), as provided in item #3 below.

2. Science assessments at grades 5 and 8

    However, students with disabilities who are unable to participate in the science assessments, even with the

resources described in the "Testing Variations" section below, shall be provided an alternate test when designated in their IEP, as provided in item #3 below.

3. For students with disabilities who are unable to take the tests specified in items #1-2 above, even with appropriate accommodations or other testing resources, and who have an IEP that designates the use of alternate tests at the applicable grade levels:

    a. California Alternate Assessment in English language arts and mathematics for students with significant cognitive disabilities

    b. For the science assessment, either the California Modified Assessment or, for students with significant cognitive disabilities, the California Alternate Performance Assessment

Exemptions

Each year the Superintendent or designee shall notify parents/guardians of their child's participation in the CAASPP and of the provisions of Education Code 60615 related to exemptions from testing. (5 CCR 852)

A parent/guardian may annually submit to the school a written request to excuse his/her child from any or all parts of the CAASPP assessments for the school year, and such a request shall be granted by the Superintendent or designee. However, district employees shall not solicit or encourage any exemption request on behalf of any student or group of students. (Education Code 60615; 5 CCR 852)

If a parent/guardian submits an exemption request after testing has begun, any test(s) completed before the request is submitted will be scored and the results reported to the parent/guardian and included in the student's records. (5 CCR 852)

Testing Period

The Superintendent or designee shall establish testing days for district students within the following available testing windows: (5 CCR 855)

1. Assessments in English language arts and mathematics shall be administered between the date on which at least 66 percent of the school's or track's annual instructional days for grades 3-8. Have been completed and the last day of instruction for the regular annual calendar of the school or track.

2. All science assessments, including CAPA and CMA, shall be administered during an available testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's or track's annual instructional days.

3. Beginning in the 2016-17 school year, the CAA shall be administered during the available testing windows specified in item #1.

Within the above testing windows, the Superintendent or designee may designate one testing period for each school or track or, if a school has multiple tracks, a selected testing period for each track. The district shall not exceed six selected testing periods within the available testing window. The testing period shall be no fewer than 25 consecutive instructional days and may be extended up to an additional 10 consecutive instructional days if still within the available testing window set forth in items #1-4 above. (5 CCR 855)

Students who are absent during testing shall be provided an opportunity to take the tests within the testing window.

Testing Variations

CAASPP achievement tests and the primary language test shall be administered in accordance with the manuals or other instructions provided by the test contractor or CDE except that, as appropriate, the following testing variations may be used: (5 CCR 850, 853-853.8)

1. Universal tools specified in 5 CCR 853.5 may be used with any student.

2. Designated supports specified in 5 CCR 853.5 and, if an English learner, in 5 CCR 853.7, may be used with a student for whom the need has been indicated by an educator or team of educators, with parent/guardian and student input as appropriate, or for whom the need is specified in the student's IEP or Section 504 plan.

3. Accommodations specified in 5 CCR 853.5 may be used with a student with disabilities when included in the student's IEP or Section 504 plan as resources that are regularly used in the classroom for the student's instruction and/or assessment(s). Such accommodations shall be either utilized in the assessment environment or consist of changes in procedures or materials that increase equitable access during the assessment.

4. An unlisted resource that has not been specifically identified as an approved universal tool, designated support, or accommodation may be used with a student who has an IEP or Section 504 plan provided that the resource is one that is regularly used in the classroom for instruction and/or assessment and the CDE has approved its use. At least 10 business days prior to the student's first day of CAASPP testing, the district or school site test coordinator may electronically submit a request to the CDE for approval to use that unlisted resource during that year. If the CDE determines that the unlisted resource changes the construct being measured, the unlisted resource may nevertheless be used with the student in order to generate an individual score report even though the student shall not be counted in the participation rate for accountability measures. (5 CCR 853.8)

In the administration of the CAA to a student with significant cognitive disabilities, the student may have all instructional supports that may be used in daily instruction or assessment, including language and physical supports, with the exception of any inappropriate test practices listed in test administration manuals. (5 CCR 850, 853.6)

Report of Test Results

For any state assessments that produce valid individual student results, the Superintendent or designee shall forward or transmit the student's test results to his/her parents/guardians within 20 working days from receipt of the results from the test contractor or, if the district receives the results from the contractor after the last day of instruction for the school year, then within the first 20 working days of the next school year. The report shall include a clear explanation of the purpose of the test, the student's score, and its intended use by the district. An individual student's scores shall also be reported to his/her school and teacher(s) and shall be included in his/her student record. (Education Code 60641; 5 CCR 863)

With parent/guardian consent, the Superintendent or designee may release a student's test results to a postsecondary educational institution for the purposes of credit, placement, determination of readiness for college-level coursework, or admission. (Education Code 60641)

The Superintendent or designee shall present districtwide, school-level, and grade-level results to the Board of Education at a regularly scheduled meeting. The Board shall not receive individual students' scores or the relative position of any individual student. (Education Code 49076, 60641)

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

State References	Description
5 CCR 850-864	California Assessment of Student Performance and Progress
Ed. Code 49076	Access to records by persons without written consent or under judicial order
Ed. Code 51041	Evaluation of the educational program
Ed. Code 52052	Accountability; numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 56345	Elements of individualized education plan
Ed. Code 60600-60630	Assessment of academic achievement
Ed. Code 60640-60649	California Assessment of Student Performance and Progress
Ed. Code 60660-60663	Electronic learning assessment resources
Ed. Code 99300-99301	Early Assessment Program

Federal References	Description
20 USC 1412	State eligibility
20 USC 6311	State plan

34 CFR 200.1	Standards and assessment

Management Resources References	Description
California Department of Education Publication	01-05 Guidelines for Piloting Textbooks and Instructional Materials, rev. January 2015
California State University Publication	The Early Assessment Program: Handbook for School Site Leaders, 2008
CSBA Publication	A Governance Perspective: Interviews with School Board Members from the Nine Linked Learning Initiative School Districts, March 2014
Smarter Balanced Assessment Consortium Publication	Usability, Accessibility, and Accommodations Guidelines, September 2013
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014
Website	AASA The School Superintendents Association - https://simbli.eboardsolutions.com/SU/MOaF8AO8cslshSlfGc13QQoEQ==
Website	U.S. Department of Education, Office for Civil Rights - https://simbli.eboardsolutions.com/SU/HrN4mDOsAx53TBZ2HPwBvQ==

Cross References	Description
0420	School Plans/Site Councils - https://simbli.eboardsolutions.com/SU/pQFMLE2xTmKnIHxqp09IZg==
0420	School Plans/Site Councils - https://simbli.eboardsolutions.com/SU/8GGUCwMWIfx8fLz6Ngpn3w==
0420.4	Charter School Authorization - https://simbli.eboardsolutions.com/SU/xHeL5G0lW17kzaIFS7slshdzA==
0420.4	Charter School Authorization - https://simbli.eboardsolutions.com/SU/N2NPHhZkoR4HzmLplusslshGJIqg==
0420.41	Charter School Oversight - https://simbli.eboardsolutions.com/SU/z6rkvP9islshqlxTJHeU6PmTA==
0420.41-E(1)	Charter School Oversight - https://simbli.eboardsolutions.com/SU/LysOPM557YPs92qbRXq8pg==
0420.42	Charter School Renewal - https://simbli.eboardsolutions.com/SU/MQa58Gd1HdOuVZFwY25dzA==
0440	District Technology Plan - https://simbli.eboardsolutions.com/SU/ctUEAMl5LG7fhlhBosO10A==
0440	District Technology Plan - https://simbli.eboardsolutions.com/SU/axwazcjjKskSaxTplusJVK3HA==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/sZkb9Nz3OJir5gwy5HSXOA==
0460	Local Control And Accountability Plan - https://simbli.eboardsolutions.com/SU/JU6fL4mHayb1JLGtxvl6lw==
0500	Accountability - https://simbli.eboardsolutions.com/SU/8OSp14MQoBm0c5h903CVjA==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/cXGxpZRquYId0nKebslshBk4Q==
1340	Access To District Records - https://simbli.eboardsolutions.com/SU/YUJTRiiy5YvfA2F87SiMsg==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/jzW7WZslsh41zbhhqz9g4m1aA==
3553	Free And Reduced Price Meals - https://simbli.eboardsolutions.com/SU/AKPJOKwwzRYWQQEdVtKxAA==

4112.2	Certification - https://simbli.eboardsolutions.com/SU/AXaYWsoBkMdIXi32NkoE8Q==
4112.2	Certification - https://simbli.eboardsolutions.com/SU/Qslsh03yMjDLRtnlQ7wtNmjLA==
4113	Assignment - https://simbli.eboardsolutions.com/SU/8TGgSGrhIGDT3a1Y0kfN5A==
4113	Assignment - https://simbli.eboardsolutions.com/SU/WslshslsheslshYeJGKmOdpUu98PFTw==
4115	Evaluation/Supervision - https://simbli.eboardsolutions.com/SU/zyrEhHh6KnfG9AKVh0ZMNw==
4115	Evaluation/Supervision - https://simbli.eboardsolutions.com/SU/5OLsaEzDpyJtZIMsslshGd2Lg==
4315	Evaluation/Supervision - https://simbli.eboardsolutions.com/SU/CgxQ989OSHHME6cBmVztaQ==
4331	Staff Development - https://simbli.eboardsolutions.com/SU/r3FjtcyWYRzoggplusAxgZfEw==
5125	Student Records - https://simbli.eboardsolutions.com/SU/jCusuJL5GRwssU1plusfkgUrA==
5125	Student Records - https://simbli.eboardsolutions.com/SU/FMMhDMxyEMsiZAVEslshLqbFg==
5145.6	Parental Notifications - https://simbli.eboardsolutions.com/SU/gR6ucyZS56duPchfmGVPslshQ==
5145.6-E(1)	Parental Notifications - https://simbli.eboardsolutions.com/SU/i1IPc7H4r7uslsh0slshTWOspoew==
6000	Concepts And Roles - https://simbli.eboardsolutions.com/SU/PKZCznPK5uVYh2rtuZWrQQ==
6011	Academic Standards - https://simbli.eboardsolutions.com/SU/wIufamEAdcmeCnQqXP7A9Q==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/kTSslsh7Ga7Eam1ZbmEyYq8GQ==
6020	Parent Involvement - https://simbli.eboardsolutions.com/SU/2djpXtxmac1zQZScP6LNTw==
6111	School Calendar - https://simbli.eboardsolutions.com/SU/0MJbneZ9evhK0ureJoYKWA==
6120	Response To Instruction And Intervention - https://simbli.eboardsolutions.com/SU/73dIMZ3NocmZIegsIJcfKQ==
6141	Curriculum Development And Evaluation - https://simbli.eboardsolutions.com/SU/QyLrruw5gplussHOObxmtHbig==
6141	Curriculum Development And Evaluation - https://simbli.eboardsolutions.com/SU/OmNL5T6SuAH1l46w0L28oA==
6142.91	Reading/Language Arts Instruction - https://simbli.eboardsolutions.com/SU/jHkplusBplusnL6sM6K6C8Zc5KUw==
6142.92	Mathematics Instruction - https://simbli.eboardsolutions.com/SU/2kHeob8oTQU4G54jdJKp4w==
6142.93	Science Instruction - https://simbli.eboardsolutions.com/SU/w9VU81P2tplus6slshVBe2J0pq9g==
6142.94	History-Social Science Instruction - https://simbli.eboardsolutions.com/SU/xhknp1IXRU0NUSvhv7ZgWg==
6152	Class Assignment - https://simbli.eboardsolutions.com/SU/yplusZi8hUyqslshMRsRage6je8A==

6152.1	Placement In Mathematics Courses - https://simbli.eboardsolutions.com/SU/cVcwWiAK3pCgNhfrC3plusGpA==
6152.1	Placement In Mathematics Courses - https://simbli.eboardsolutions.com/SU/LEKRQIY1ERodUMIga3JmEQ==
6158	Independent Study - https://simbli.eboardsolutions.com/SU/DsjCKx4rgBORwsDL5Db0yA==
6158	Independent Study - https://simbli.eboardsolutions.com/SU/Yq14Vs8ZKZlZplusG1slshQEZkEw==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/bK5tZtFKr9Bu9YGjy15vUg==
6159	Individualized Education Program - https://simbli.eboardsolutions.com/SU/72afLR1iFxwZ4UvyhY0uLg==
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education - https://simbli.eboardsolutions.com/SU/CRudpul9UFSZJWywEZtpBQ==
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education - https://simbli.eboardsolutions.com/SU/V7yUlsFdFwQSslshgLslsho7wzdg==
6162.5	Student Assessment - https://simbli.eboardsolutions.com/SU/W2pplusGXW0VmmslshgPRPDAsAaw==
6162.54	Test Integrity/Test Preparation - https://simbli.eboardsolutions.com/SU/MiNF7yEKwRZqAUraPDJoXA==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/wzqrsLauMml0HaS3KbAOvw==
6164.4	Identification And Evaluation Of Individuals For Special Education - https://simbli.eboardsolutions.com/SU/QHDpSMCHSespeplusRxXmaYRQ==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/uiyfKoElFv7NzUrqNslshftGw==
6164.6	Identification And Education Under Section 504 - https://simbli.eboardsolutions.com/SU/KSed8OKaYIQWDXMkS1v1Aw==
6171	Title I Programs - https://simbli.eboardsolutions.com/SU/51m08UmlQniwwDyARGs5pQ==
6171	Title I Programs - https://simbli.eboardsolutions.com/SU/AVwmTG7ryxplusslshszPKmIdwAg==
6172	Gifted And Talented Student Program - https://simbli.eboardsolutions.com/SU/aslshgNHEuTeSsRhcLzTiYZOg==
6172	Gifted And Talented Student Program - https://simbli.eboardsolutions.com/SU/gPgCpCtjdJruPgmJ7Rcfqw==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/IVcgV8LFJGcLwSSTdcH0QQ==
6173	Education For Homeless Children - https://simbli.eboardsolutions.com/SU/BQB6fl6pkMvkq2weUoS3AA==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/bK2RpukVayuIy7msl23xyw==
6173.1	Education For Foster Youth - https://simbli.eboardsolutions.com/SU/tcrV8LYA4O73m8rLxwSinw==
6174	Education For English Learners - https://simbli.eboardsolutions.com/SU/EmVIh5NPbhplusIBFAplusaALJkw==
6174	Education For English Learners - https://simbli.eboardsolutions.com/SU/ZdRslshgxDjJyLzuRCDQi7YzA==
6175	Migrant Education Program - https://simbli.eboardsolutions.com/SU/TuslshPMGHi6O2DoJzSkkL5uw==

6175	Migrant Education Program - https://simbli.eboardsolutions.com/SU/5plussi8eIBplusplusRvrBTViaylIA==
6179	Supplemental Instruction - https://simbli.eboardsolutions.com/SU/CE1yeUeHtTBGZocGRqIslshnQ==
6181	Alternative Schools/Programs Of Choice - https://simbli.eboardsolutions.com/SU/y4cq1hSeYGrqEtleJpLYEQ==
6183	Home And Hospital Instruction - https://simbli.eboardsolutions.com/SU/MyV2GJCiJDDplusHlvzjadf6Q==
6190	Evaluation Of The Instructional Program - https://simbli.eboardsolutions.com/SU/SsYiNF0LslshseiRm7GRp9z9g==
9000	Role Of The Board - https://simbli.eboardsolutions.com/SU/BQGNxKewahWVQiPdXWOODA==
9321	Closed Session - https://simbli.eboardsolutions.com/SU/QfknlZ1iziDTUxplussARKweQ==
9321-E(1)	Closed Session - Board Meeting Agenda Descriptions for Closed Session Items - https://simbli.eboardsolutions.com/SU/yzFfpIKv29py7c0GU7E5Hw==
9321-E(2)	Closed Session - Reports of Closed Session Actions - https://simbli.eboardsolutions.com/SU/slshQyLOCsux502vo1sZybqOg==

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
Cynthia Gonzalez, Exec. Director**,** Ed. Serv.
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: ADOPTION OF THE ELEMENTARY & SECONDARY SCHOOL EMERGENCY RELIEF (ESSER) III EXPENDITURE PLAN

BACKGROUND INFORMATION:
School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds.

The expenditure plan requires LEAs to describe how they will use ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. LEAs must conduct meaningful consultation with stakeholders and provide public input processes in the development of its expenditure plan.

A school district must submit its ESSER III Expenditure Plan to its county office of education (COE) for review and approval, after public adoption by its governing board, on or before October 29, 2021. A COE must submit its plan to the CDE for review and approval, after public adoption by its governing board. LEAs will have until September 30, 2024, to expend these funds.

RECOMMENDATION:
Approve the adoption of the Elementary and Secondary School Emergency Relief (ESSER) III Expenditure Plan.

LCAP GOAL AND ACTION/SERVICE (please indicate):
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	

Total Estimated Allocation:	
$10,506,608.00	ESSER Fund
(Amount)	(Name of funding source and/or location)

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

ESSER III Expenditure Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
San Ysidro School District	Dr. Gina Potter Superintendent	gina.potter@sysdschools.org 6194284476

School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students' academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. An LEA may also use its ESSER III funds in other ways, as detailed in the Fiscal Requirements section of the Instructions. In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA's Plan to support students.

For more information please see the Instructions.

Other LEA Plans Referenced in this Plan

Plan Title	Where the Plan May Be Accessed
Local Control Accountability Plan (LCAP)	https://www.sysdschools.org/cms/lib/CA02206824/Centricity/Domain/4/FINAL%20SYSD%20LCAP%202021-2024.pdf
Expanded Learning Opportunities Grant Plan (ELO - P)	https://www.sysdschools.org/cms/lib/CA02206824/Centricity/Domain/4/2021%20Expanded%20Learning%20Opportunities%20Grant%20Plan%20SYSD%209.14.21.pdf

Summary of Planned ESSER III Expenditures

Below is a summary of the ESSER III funds received by the LEA and how the LEA intends to expend these funds in support of students.

Total ESSER III funds received by the LEA

$10,506,608

Plan Section	Total Planned ESSER III
Strategies for Continuous and Safe In-Person Learning	$3,500,000
Addressing Lost Instructional Time (a minimum of 20 percent of the LEAs ESSER III funds)	$5,391,608
Use of Any Remaining Funds	$1,615,000

Total ESSER III funds included in this plan

$10,506,608

Community Engagement

An LEA's decisions about how to use its ESSER III funds will directly impact the students, families, and the local community. The following is a description of how the LEA meaningfully consulted with its community members in determining the prevention and mitigation strategies, strategies to address the academic impact of lost instructional time, and any other strategies or activities to be implemented by the LEA. In developing the plan, the LEA has flexibility to include input received from community members during the development of other LEA Plans, such as the LCAP, provided that the input is relevant to the development of the LEA's ESSER III Expenditure Plan.

For specific requirements, including a list of the community members that an LEA is required to consult with, please see the Community Engagement section of the Instructions.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

The San Ysidro School District prioritizes the engagement and feedback of stakeholders in the creating of any district plan. In preparation for 2021-2024 LCAP cycle, the district created surveys to monitor feedback from community members including parents, students, and staff on distance and in person learning programs and supports necessary to ensure that the district would be able to support student needs created by the ongoing impacts of lost instructional time and social emotional needs of students.

Additionally, there were virtual forums/meetings that included an overview of the previous cycles LCAP goals to review the goals and actions/services that had been provided and gather to feedback to inform the LCAP goals for the 2021-2024 cycle. These forums to collect feedback were provided by the Executive Director of Educational Services to Principals, by school site principals with school site parent groups including parents of students with disabilities and unduplicated students as well site staff. Middle School Principals, also included their students as part of the feedback gathering process. To gather additional feedback, in April 2021, the district posted an online survey through SurveyMonkey and solicited input from the same stakeholder groups as well as community members. Members of the Educational Services Department reviewed all of the data that was gathered throughout the year and including the data that was collected from February - May to identify the supplemental and instructional strategies that the district would implement to support student growth both academically and in regards to social emotional well being.

The district engaged in Differentiated Assistance(DA) workgroup which included district classified, certificated, administrative staff, a SELPA administrator, and county support for evaluating data on chronic absenteeism and math for students with disabilities, this work also supported the development of the LCAP as we analyzed data and worked to determine actions and services to better support this student group in these identified areas. This process began in the 2019-20 school year, where we worked on identifying needs based on a deep dive into academic and school climate data. These data points and conversations, allowed us to identify some areas that became point of inquiry for us in determining critical areas of concern for issues impacting students in the areas of chronic absenteeism and academics. However, the COVID-19 pandemic led to a slowing of this work and then a reboot that was focused on moving towards LCAP goals to impact actions and services to support students with disabilities in the area of academics (specifically math) and chronic absenteeism. The sessions were topic focused and allowed us a systematic way to analyze student needs using data and stakeholder feedback to guide input on the LCAP, please see the list of DA meetings and topics covered: Data Institute - 1/31/20, Consultation: Systems Investigation - 2/19/20, Root Cause Institute - 2/26/20, 19-20 DA Summary - 6/19/20, DA Re-Engagement & Ongoing Support (Learning Continuity & Attendance Plan): 8/6/20, Empathy Interviews - Week of 2/1/21, Working Smarter Matrix 3/5/21, Data Collection Prioritization 3/18/21, Focusing Improvement Efforts 4/19/21, and LCAP Alignment 5/13/21.

Through the analysis of the data that was gathered from feedback the district identified an emphasis on the need to provide the following types of services intervention for students, additional support for English language development, sports programs, enrichment opportunities, mental health supports, continued supports for technology, and the continued implementation of communication strategies as well as health and safety practices. The San Ysidro School District has implemented this feedback in the supports and services that we are prioritizing in the creation of this plan.

In order to gather additional feedback and input to inform the final draft of the 2021-24 LCAP, the drafted plan was reviewed with:
DELAC(District English Learner Advisory Committee) - April 30, 2021
DPAC (District Parent Advisory Committee) - April 30, 2021
CSEA (Classified Bargaining Unit): May 19, 2021

SYEA (Certificated Bargaining Unit): May 27, 2021
LCAP/DBAC(District Budget Advisory Committee): May 27, 2021

San Diego Office of Education FASTPASS - June 1, 2021
Public Hearing - June 10, 2021
Governing Board approval - June 24, 2021

The district recognizes that the ongoing impacts of COVID-19 are being more fully understood as students have returned to in person learning. For this reason in addition to the feedback collected to inform the LCAP, ELO-P, and the LCAP Federal Addendum, the district has continued to engage in ongoing opportunities for feedback. These include the Differentiated Assistance (DA) work that we are engaged in with the San Diego County Office of Education (SDCOE) with ICAN (Improving Chronic Absence Network) and consultation with CSEA (Classified Bargaining Unit) on October 5, 2021 and SYEA (Certificated Bargaining Unit) on October 14, 2021.

All of this feedback was integrated into the development of the plan.

A description of how the development of the plan was influenced by community input.

In the creating the LCAP goals, the district worked to align the state priorities with the identified needs of the district. Each of the goals that has been written for the LCAP includes actions and services that are reflective of the input that our community members shared. As we analyzed student data upon the return to in person learning and the more recent community input, we determined that the LCAP goals serve as a vehicle to support the needs of students due to the impacts of COVID 19 and lost instructional time. Therefore, we relied on the goals that we had set in the LCAP and the plan includes more opportunities to support students in accelerating learning through the implementation of additional supports and services, as well as supporting students and families with a wrap around model for mental health services and supports.

The first goal which focuses on academic achievement includes an equity lens by calling out specific student groups that need to accelerate their learning in order to mitigate the achievement gap that has been exacerbated by the COVID-19 pandemic and school closures. This goal includes actions and services that are a direct result of the community input, including focusing on the technology plan which includes the support of 100% digital access for all students and professional learning to increase technology use, as well as interventions for students that are embedded in the instructional day and in expanded learning opportunities.

The second goal focuses on English language and academic language development with an emphasis on supporting English learners to meet annual progress goals and reclassify in 5 years, and is a direct result of community input. This goal will be supported by actions and services that are focused on language acquisition strategies for all learners, including students with disabilities. The district will focus on English and Academic language development with the implementation of professional learning for staff and coaching support for implementation. This professional learning is focused on instructional strategy, but is also assets based so that we lift up our community through an equity lens to value culture and the skills that students bring with them to the classroom.

The third goal focuses on school culture and student engagement. This goal will embed the input of stakeholder in actions and services that call for the strengthening of social emotional supports for students, the refinement and support of Positive Behavior Intervention Strategies (PBIS), and the emphasis on sports and enrichment opportunities to support the building of culture and community on our school sites. This focus on school culture and students engagement will support student attendance, for all students including unduplicated students, students with disabilities, and homeless students by building a positive welcoming school environment, which includes the implementation of a multi tiered system of support for student engagement. The focus is on teaching and modeling restorative practices, appropriate behaviors and responses, as well as rewarding desired behaviors to encourage the growth of a community of respect in every classroom, every school site, and beyond. Additionally, the focus remains on the safety of students and staff through COVID mitigation measures.

The district's fourth goal is a direct result of community input that calls out the need have mental health supports for students. This goal focuses on the development of social emotional learning and wellbeing with additional supports when needed. For this goal we have created actions and services that include the hiring of social workers to support the Tier I implementation of the district's social emotional curriculum, as well as to provide Tier II supports like groups and 1:1 support for students who need additional supports. The district is working with temporary federal funds to be able to support the hiring of temporary social workers to support the needs of students, which have increased due to the trauma and impacts of the COVID 19 pandemic.

The last goal is focused on parent engagement and we had input that asked us to continue the communication that we were already doing in terms of being proactive in our communication to families. We also wanted incorporate the concerns and needs that community members input identified and use the topics of student academic support, language acquisition, enrichment/sports opportunities, technology, and mental health supports to help inform the workshop and activities that we host and engage our families in so that students and families will feel equally engaged in the focus of the district as we move all of our students forward. The focus on parent engagement will be to offer opportunities for parents that are relevant to their needs and support their growth as partners in the educational community that we are building together.

This plan followed the goals of the LCAP as the district plan, and created a plan that leverages the funding within the plan to deepen the actions and services provided that directly impact the areas of need that are supported through ESSER III.

Actions and Expenditures to Address Student Needs

The following is the LEA's plan for using its ESSER III funds to meet students' academic, social, emotional, and mental health needs, as well as how the LEA will address the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. In developing the

plan, the LEA has the flexibility to include actions described in existing plans, including the LCAP and/or Expanded Learning Opportunity (ELO) Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan.
For specific requirements, please refer to the Actions and Expenditures to Address Student Needs section of the Instructions.

Strategies for Continuous and Safe In-Person Learning

A description of how the LEA will use funds to continuously and safely operate schools for in-person learning in a way that reduces or prevents the spread of the COVID-19 virus.

Total ESSER III funds being used to implement strategies for continuous and safe in-person learning

$3,500,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
	Substitute Rates - Certificated	Increase in substitute rates for certificated job classifications to support the need for increased staffing due to COVID-19 and challenges of low numbers of certificated substitutes.	$560,000
	Substitute Rates - Classified	Increase in substitute rates for specific classified job classifications to support the need for increased staffing due to COVID-19 and challenges of low numbers of substitutes within these classifications,	$350,000
	Site Substitutes	Site based substitute to support of instructional programs.	190,000
LCAP, Goal 3, Action 1, 4, 5,	Safety Mitigation Measures	Support the ongoing cost of safety mitigation measures necessary to keep schools open for in person learning. Thhes include but are not limited to: contract tracing, record keeping, testing, and the implementation of cleaning protocols for COVID-19 prevention.	$700,000
	Additional Staffing	Increased in staffing due to needs of individual school sites, to ensure appropriate staffing levels at each school site.	$1,700,000

Addressing the Impact of Lost Instructional Time

A description of how the LEA will use funds to address the academic impact of lost instructional time.

Total ESSER III funds being used to address the academic impact of lost instructional time

$5,391,608

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
LCAP, Goal 1, Action 5	Curriculum, Instruction, and Data Driven Systems: DRS & Sci-Phy Team	Continue Data Reflection Sessions with the support of Science/PE Teams: Data reflection sessions provide teachers and administrators the opportunity to analyze student assessment data on LEA common assessments and to monitor the academic achievement of all students including unduplicated students and student with disabilities in order to plan for differentiated instruction in support of all students. Students are provided instructional enrichment with SPARKs Physical Education, Project Lead the Way (PLTW) STEM modules, social emotional learning, all with embedded language development during the data reflection and professional learning communities that are focused on student data monitoring and planning to accelerate learning for all students including unduplicated students and students with disabilities.	$1,180,000
LCAP, Goal 3, Actions 9, 10, 12, 13,	COVID-19 Related Independent Study Support Program	Support for students who are placed on independent study program due to quarantine or other COVID-19 related reason. This includes documentation, tutoring and instructional support to ensure student success and help mitigate the loss of instructional time.	$301,322
LCAP, Goal 1, Action 13, 17; ELO-Plan: Accelerating Progress to Close Learning Gaps	Academic Tutoring	Provide opportunities for students to accelerate learning through academic tutoring to support acceleration of learning, tutoring support for independent study work, and expanded learning support.	$400,000
LCAP, Goal 1, Action 13, 17, 18; ELO-Plan: Add Academic Services	Academic Intervention Support	Create and support academic intervention supports for students embedded as Tier II/III supports in the school day using an RTI model through an MTSS lens and after school opportunities with a focus on learning acceleration through	$300,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
		skill building and access to grade level standards and curriculum. Additionally, provide opportunities to support SEL and Enrichment opportunities for all students during the school day, after school, and during school breaks.	
LCAP, Goal 1, Action 13, 17, 18; ELO-Plan: Add Academic Services	Multi-Tiered Systems of Support & Intervention: Academic	Expansion of Small Group Instructional Time throughout the day to provide specific supports for students to accelerate learning	$100,000
LCAP, Goal 1, Action 9,	Special Education Support	Conduct quarterly Special Education District level data reflection sessions to support the continuous improvement cycle of students through data conversations and guided PLCs to focus on intervention/support planning. Implement expanded support opportunities for students.	$3,110,286

Use of Any Remaining Funds

A description of the how the LEA will use any remaining ESSER III funds, as applicable.

Total ESSER III funds being used to implement additional actions
$1,615,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
LCAP, Goal 1, Action 1	Access to Technology	Continue to provide students with 1:1 devices and internet access.	$200,000
LCAP, Goal 1, Action 3	Virtual Learning Academy	The creation and support of a virtual learning option through a long term independent study model to support students who are unable to attend in person due to parental choice or medical need.	$1,000,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
LCAP, Goal 4, Action 2	Temporary School Psychologist	To support increase of need for student assessment and to support the metal health and social emotional needs of students.	$115,000
LCAP, Goal 4, Actions 1, 7, 8; LCAP, Goal 3, Action 1;	Multi-Tiered Systems of Support & Intervention: Mental Health Support	Employ additional Social Workers on temporary contract to support the implementation of the multi tiered system of support for mental health through building capacity for Tier I interventions and providing Tier II & III supports by engaging students who need additional supports in small group and/or 1:1 services to support all students including unduplicated students with social emotional well-being needs.	$100,000
LCAP, Goal 4, Actions 2, 3, 4; LCAP, Goal 4, Acton 4, 7, 8	Multi-Tiered Systems of Support & Intervention: Social Emotional Wellbeing	Implement a multitiered system of support to ensure that all students, including unduplicated students have the support that they need to ensure social emotional well being and resiliency. Tier I: Implement a universal screener to monitor student needs, and increase response time for students who need various levels of tiered support for mental health issues to ensure that all student including unduplicated have interventions that are appropriate to their individual needs. Tier I: Implementation of Second Step & Zones of Regulation to ensure all students have access Include professional learning for teachers and engage social workers in coaching teachers to implement the curriculum to support capacity building for Tier 1 supports are in place for all students including unduplicated students.	See Above
LCAP, Goal 4, Actions 5, 6	Multi-Tiered Systems of Support & Intervention: Behavioral	Continue with the Implementation of PBIS at all school sites including ongoing professional development, supports with SWIS for monitoring and quarterly district meetings to monitor the implementation, supports, and next steps that are needed to ensure the development of improved school connectedness and social emotional development for all students including unduplicated students.	See Above

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
	Site Allocation	Allocation directly to school sites, for each school to determine the need for additional supports necessary at their school sites.	$200,000

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic. The following is the LEA's plan for ensuring that the actions and expenditures in the plan are addressing the identified academic, social, emotional, and mental health needs of its students, and particularly those students most impacted by the COVID–19 pandemic.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
Multi-Tiered Systems of Support & Intervention: Academic; Academic Intervention Support; Academic Tutoring; Special Education Support	1. BPST to monitor student markers towards literacy skills 2. Diagnostic assessments Reading and English language arts using STAR Reading and STAR Early Literacy. 3. Diagnostic assessments in math using STAR Math.	1. 4 week progress monitoring 2. 4 times per year at Elementary level & 5 times per year at Middle School level: beginning, then at each grading period, 3. 4 times per year at Elementary level & 5 times per year at Middle School level: beginning, then at each grading period,
Multi-Tiered Systems of Support & Intervention: Academic; Academic Intervention Support; Special Education Support	LEA Interim common Assessments: 1. Standards based LEA Common Assessments will be given in the area of English Language Arts to determine student progress towards grade level standards to inform instruction. 2. Standards based LEA Common Assessments will be given in the area of Math	1. Every 5-6 weeks following an instructional cycle. 2. May be re-assessed after a period of reteaching to support student learning

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
	to determine student progress towards grade level standards to inform instruction.	
Multi-Tiered Systems of Support & Intervention: Social Emotional Wellbeing; Multi-Tiered Systems of Support & Intervention: Mental Health Support	1. Fastbridge Universal Screener for Social Emotional Behavioral to inform student need.	1. Administered on a Quarterly basis.
COVID-19 Related Independent Study Support Program	1. Tracking system to support students who are on an independent study contract, includes logistics of contract and documentation of instructional supports provided.	1. Monitored on a weekly basis to ensure support and completion of contract work.
Curriculum, Instruction, and Data Driven Systems: DRS & Sci-Phy Team	1. Data Reflection Sessions (DRS) are held to analyze LEA Common Assessment data to analyze data and and impact instructional practice. The data teams are made up of grade level teams.	1. Every 5-6 weeks following our Common Assessment & instructional cycle.
Curriculum, Instruction, and Data Driven Systems: DRS & Sci-Phy Team	1. Professional Learning Community(PLC) are conducted to allow teacher teams to develop and plan for the implementation of evidence based instructional practices.	1. Weekly as a part of the cycle of continuous improvement.

ESSER III Expenditure Plan Instructions

Introduction

School districts, county offices of education (COEs), or charter schools, collectively known as local educational agencies (LEAs), that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan (ARP) Act, referred to as ESSER III funds, are required to develop a plan for how they will use ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before October 29, 2021 and must be submitted for review and approval within five days of adoption. A school district must submit its ESSER III Expenditure Plan to its COE for review and approval; a COE must submit its plan to the California Department of Education for review and approval. A charter school must submit its plan to its chartering authority for review and to the COE of the county in which the charter school operates for review and approval.

In addition, consistent with the requirements of the ARP, Volume 86, *Federal Register*, page 21201, April 22, 2021, the ESSER III Expenditure Plan must be:

- Written in an understandable and uniform format;
- Written in a language that parents can understand, to the extent practicable;
    - If it is not practicable to provide written translations to a parent with limited English proficiency, the plan must be orally translated for parents
- Provided in an alternative format to a parent who is an individual with a disability as defined by the Americans with Disabilities Act, upon request; and
- Be made publicly available on the LEA's website.

For additional information regarding ESSER III funding please see the ARP Act Funding web page at https://www.cde.ca.gov/fg/cr/arpact.asp.

For technical assistance related to the completion of the ESSER III Expenditure Plan, please contact EDReliefFunds@cde.ca.gov.

Fiscal Requirements

- The LEA must use at least 20 percent (20%) of its ESSER III apportionment for expenditures related to addressing the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
    - For purposes of this requirement, "evidence-based interventions" include practices or programs that have **evidence** to show that they are effective at producing results and improving outcomes when implemented. This kind of evidence has generally been produced through formal studies and research. There are four tiers, or levels, of evidence:

        - **Tier 1 – Strong Evidence**: the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented randomized control experimental studies.
        - **Tier 2 – Moderate Evidence**: the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented quasi-experimental studies.
        - **Tier 3 – Promising Evidence**: the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented correlational studies (with statistical controls for selection bias).
        - **Tier 4 – Demonstrates a Rationale**: practices that have a well-defined logic model or theory of action, are supported by research, and have some effort underway by a State Educational Agency, LEA, or outside research organization to determine their effectiveness.
    - **For additional information please see the Evidence-Based Interventions Under the ESSA web page at** https://www.cde.ca.gov/re/es/evidence.asp**.**
- The LEA must use the remaining ESSER III funds consistent with section 2001(e)(2) of the ARP Act, including for:
    - Any activity authorized by the Elementary and Secondary Education Act (ESEA) of 1965;
    - Any activity authorized by the Individuals with Disabilities Education Act (IDEA);
    - Any activity authorized by the Adult Education and Family Literacy Act;
    - Any activity authorized by the Carl D. Perkins Career and Technical Education Act of 2006;
    - Coordination of preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to COVID-19;
    - Activities to address the unique needs of low-income students, students with disabilities, English learners, racial and ethnic minorities, homeless students, and foster youth, including how outreach and service delivery will meet the needs of each population;
    - Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs;
    - Training and professional development for staff of the LEA on sanitation and minimizing the spread of infectious diseases;
    - Purchasing supplies to sanitize and clean the facilities of an LEA, including buildings operated by such agency;
    - Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under IDEA, and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements;
    - Purchasing education technology (including hardware, software, and connectivity) for students who are served by the LEA that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment;
    - Providing mental health services and supports, including through the implementation of evidence-based full-service community schools;
    - Planning and implementing activities related to summer learning and supplemental after school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of underserved students;

- Addressing learning loss among students, including underserved students, by:
  - Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiated instruction,
  - Implementing evidence-based activities to meet the comprehensive needs of students,
  - Providing information and assistance to parents and families of how they can effectively support students, including in a distance learning environment, and
  - Tracking student attendance and improving student engagement in distance education;

  Note: A definition of "underserved students" is provided in the Community Engagement section of the instructions.
- School facility repairs and improvements to enable operation of schools to reduce risks of virus transmission and exposure to environmental health hazards, and to support student health needs;
- Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and nonmechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door replacement;
- Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff;
- Other activities that are necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff of the LEA.

Other LEA Plans Referenced in this Plan

In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP) and/or the Expanded Learning Opportunities (ELO) Grant Plan, provided that the input and/or actions address the requirements of the ESSER III Expenditure Plan.

An LEA that chooses to utilize community input and/or actions from other planning documents must provide the name of the plan(s) referenced by the LEA and a description of where the plan(s) may be accessed by the public (such as a link to a web page or the street address of where the plan(s) are available) in the table. The LEA may add or delete rows from the table as necessary.

An LEA that chooses not to utilize community input and/or actions from other planning documents may provide a response of "Not Applicable" in the table.

Summary of Expenditures

The Summary of Expenditures table provides an overview of the ESSER III funding received by the LEA and how the LEA plans to use its ESSER III funds to support the strategies and interventions being implemented by the LEA.

Instructions

For the ‘Total ESSER III funds received by the LEA,’ provide the total amount of ESSER III funds received by the LEA.

In the Total Planned ESSER III Expenditures column of the table, provide the amount of ESSER III funds being used to implement the actions identified in the applicable plan sections.

For the ‘Total ESSER III funds included in this plan,’ provide the total amount of ESSER III funds being used to implement actions in the plan.

Community Engagement

Purpose and Requirements

An LEA’s decisions about how to use its ESSER III funds will directly impact the students, families, and the local community, and thus the LEA’s plan must be tailored to the specific needs faced by students and schools. These community members will have significant insight into what prevention and mitigation strategies should be pursued to keep students and staff safe, as well as how the various COVID–19 prevention and mitigation strategies impact teaching, learning, and day-to-day school experiences.

An LEA must engage in meaningful consultation with the following community members, as applicable to the LEA:

- Students;
- Families, including families that speak languages other than English;
- School and district administrators, including special education administrators;
- Teachers, principals, school leaders, other educators, school staff, and local bargaining units, as applicable.

“Meaningful consultation” with the community includes considering the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic. Comprehensive strategic planning will utilize these perspectives and insights to determine the most effective strategies and interventions to address these needs through the programs and services the LEA implements with its ESSER III funds.

Additionally, an LEA must engage in meaningful consultation with the following groups to the extent that they are present or served in the LEA:

- Tribes;
- Civil rights organizations, including disability rights organizations (e.g. the American Association of People with Disabilities, the American Civil Liberties Union, National Association for the Advancement of Colored People, etc.); and
- Individuals or advocates representing the interests of children with disabilities, English learners, homeless students, foster youth, migratory students, children who are incarcerated, and other underserved students.
    - For purposes of this requirement “underserved students” include:
        - Students who are low-income;

- Students who are English learners;
- Students of color;
- Students who are foster youth;
- Homeless students;
- Students with disabilities; and
- Migratory students.

LEAs are also encouraged to engage with community partners, expanded learning providers, and other community organizations in developing the plan.

Information and resources that support effective community engagement may be found under *Resources* on the following web page of the CDE's website: https://www.cde.ca.gov/re/lc.

Instructions

In responding to the following prompts, the LEA may reference or include input provided by community members during the development of existing plans, including the LCAP and/or the ELO Grant Plan, to the extent that the input is applicable to the requirements of the ESSER III Expenditure Plan. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

A sufficient response to this prompt will describe how the LEA sought to meaningfully consult with its required community members in the development of the plan, how the LEA promoted the opportunities for community engagement, and the opportunities that the LEA provided for input from the public at large into the development of the plan.

As noted above, a description of "meaningful consultation" with the community will include an explanation of how the LEA has considered the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic.

A description of the how the development of the plan was influenced by community input.

A sufficient response to this prompt will provide clear, specific information about how input from community members and the public at large was considered in the development of the LEA's plan for its use of ESSER III funds. This response must describe aspects of the ESSER III Expenditure Plan that were influenced by or developed in response to input from community members.

- For the purposes of this prompt, "aspects" may include:
    - Prevention and mitigation strategies to continuously and safely operate schools for in-person learning;

- Strategies to address the academic impact of lost instructional time through implementation of evidence-based interventions (e.g. summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs);
- Any other strategies or activities implemented with the LEA's ESSER III fund apportionment consistent with section 2001(e)(2) of the ARP Act; and
- Progress monitoring to ensure interventions address the academic, social, emotional, and mental health needs for all students, especially those students disproportionately impacted by COVID-19

For additional information and guidance, please see the U.S. Department of Education's Roadmap to Reopening Safely and Meeting All Students' Needs Document, available here: https://www2.ed.gov/documents/coronavirus/reopening-2.pdf.

Planned Actions and Expenditures

Purpose and Requirements

As noted in the Introduction, an LEA receiving ESSER III funds is required to develop a plan to use its ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

Instructions

An LEA has the flexibility to include actions described in existing plans, including the LCAP and/or ELO Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan. When including action(s) from other plans, the LEA must describe how the action(s) included in the ESSER III Expenditure Plan supplement the work described in the plan being referenced. The LEA must specify the amount of ESSER III funds that it intends to use to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. Descriptions of actions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

Strategies for Continuous and Safe In-Person Learning

Provide the total amount of funds being used to implement actions related to Continuous and Safe In-Person Learning, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds for prevention and mitigation strategies that are, to the greatest extent practicable, in line with the most recent CDC guidance, in order to continuously and safely operate schools for in-person learning.

- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Addressing the Impact of Lost Instructional Time

As a reminder, the LEA must use not less than 20 percent of its ESSER III funds to address the academic impact of lost instructional time. Provide the total amount of funds being used to implement actions related to addressing the impact of lost instructional time, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Use of Any Remaining Funds

After completing the Strategies for Continuous and Safe In-Person Learning and the Addressing the Impact of Lost Instructional Time portions of the plan, the LEA may use any remaining ESSER III funds to implement additional actions to address students' academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. LEAs choosing to use ESSER III funds in this manner must provide the total amount of funds being used to implement actions with any remaining ESSER III funds, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write "N/A".
- Provide a short title for the action(s).
- Provide a description of any additional action(s) the LEA will implement to address students' academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. If an LEA has allocated its entire apportionment of ESSER III funds to strategies for continuous and safe in-person learning and/or to addressing the impact of lost instructional time, the LEA may indicate that it is not implementing additional actions.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. If the LEA it is not implementing additional actions the LEA must indicate "$0".

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic, including students from low-income families, students of color, English learners, children with disabilities, students experiencing homelessness, children in foster care, and migratory students.

The LEA may group actions together based on how the LEA plans to monitor the actions' progress. For example, if an LEA plans to monitor the progress of two actions in the same way and with the same frequency, the LEA may list both actions within the same row of the table. Each action included in the ESSER III Expenditure Plan must be addressed within the table, either individually or as part of a group of actions.

Complete the table as follows:

- Provide the action title(s) of the actions being measured.
- Provide a description of how the LEA will monitor progress of the action(s) to ensure that they are addressing the needs of students.
- Specify how frequently progress will be monitored (e.g. daily, weekly, monthly, every 6 weeks, etc.).

California Department of Education
June 2021

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AUTHORIZE ENGAGEMENT IN NEGOTIATIONS FOR A PROJECT LABOR AGREEMENT

BACKGROUND INFORMATION:
A Project Labor Agreement (PLA), also known as a Community Workforce Agreement, is a pre-hire collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for a specific construction project. Before any workers are hired on the project, construction unions have bargaining rights to determine the wage rates and benefits of all employees working on the particular project and to agree to the provisions of the agreement. The terms of the agreement apply to all contractors and subcontractors who successfully bid on the project, and supersedes any existing collective bargaining agreements. PLAs are used on both public and private projects, and their specific provisions may be tailored by the signatory parties to meet the needs of a particular project. The agreement may include provisions to prevent any strikes, lockouts, or other work stoppages for the length of the project. PLAs typically require that employees hired for the project are referred through union hiring halls, that nonunion workers pay union dues for the length of the project, and that the contractor follow union rules on pensions, work conditions and dispute resolution.

PLAs are authorized under Public Contract Code section 2500 et seq. and the National Labor Relations Act (NLRA), 29 U.S.C. §§ 151-169. Sections 8(e) and (f) of the NLRA, 29 U.S.C. §§ 158(e) and (f) make special exceptions from other requirements of the NLRA in order to permit employers to enter into pre-hire agreements with labor unions in the construction industry.

The District is ready to move forward with proposed projects listed in the approved Long Range Master Facilities Plan and would like to enter into negotiations with the local San Diego County Building & Construction Trades Council to determine if a mutually agreed upon Project Labor Agreement can be developed and put in place for interested contractors to submit bids. ** Best, Best & Krieger, legal counsel for the District is assisting with this process.

RECOMMENDATION:
Authorize the Superintendent or designee to engage in negotiations with the San Diego County Building & Construction Trades Council for the potential development of project labor agreements for future bond construction projects greater than $15 million.

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

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
Human Resources
Glenn Heath, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: CSEA MOU REGARDING THE IMPLEMENTATION OF STATE HEALTH ORDER REQUIRING STAFF TO VACCINATE OR TEST

BACKGROUND INFORMATION:
Approve the Memorandum of Understanding between San Ysidro School District and the California School Employees Association in which the State of California issued a State Health Order on August 11, 2021, requiring that all schools identified in this Order must verify vaccine status of all paid and unpaid employees, including volunteers, must require mandated testing for all school staff that are not fully vaccinated, and shall be fully implemented by October 15, 2021.

RECOMMENDATION:
Approve/Ratify the Memorandum of Understanding between San Ysidro School District and the California School Employees Association regarding the implementation of State Health Order requiring staff to vaccinate or test.

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

Memorandum of Understanding
Between
San Ysidro School District ("District") and the California School Employees Association and its Chapter 154 ("CSEA")
Regarding Implementation of State Health Order Requiring Staff to Vaccinate or Test.

September 14, 2021

Whereas, on August 11, 2021, the State of California issued a State Health Order requiring that all schools identified in this Order must verify vaccine status of all employees, paid or unpaid, and volunteers and must require mandated testing for all school staff that are not fully vaccinated. Attached as Exhibit A.

Whereas, this order is effective August 12, 2021, and shall be fully implemented by October 15, 2021, the District will be out of compliance if the District has not verified the vaccination status of all its employees and implemented weekly testing for any staff that are not fully vaccinated by October 15 2021..

Whereas, the parties recognize that vaccines are one of the single most effective mechanisms for ensuring staff and student safety.

Whereas, the parties have previously entered into COVID related MOUs requiring staff testing and encouraging vaccination, which this MOU modifies based on what is set forth below:

Whereas, the notion of a vaccinated individual refers to a person who has had more than 2 weeks of time pass after their final dose of the COVID vaccine.

Implementation of the Health Order:

1. Vaccinations:

A. On or about August 26, 2021, the District presented a system to collect vaccination information from all District employees, which will be coordinated by Human Resources. This information was shared with the Association.

B. All Unit Members shall provide to Human Resources evidence of being fully vaccinated as required by the August 11, 2021 CDPH Order beginning on August 27, 2021. Unit members shall provide evidence of vaccination as required by CDPH to Human Resources.

C. If a Unit Member does not submit evidence of vaccination by September 17, 2021, they shall be considered unvaccinated and must submit evidence of the required weekly testing to Human Resources beginning on October 11, 2021. Unit members may submit proof of vaccination after September 17, 2021, but until that evidence is submitted, the unit member shall have to participate in weekly testing beginning no later than October 11, 2021

2. Testing:

A. On or about October 1, 2021, District shall have a plan in place for tracking test results and conducting workplace contact tracing, and must report results to local public health departments. This information will be shared with the Association at least 5 work days prior to this date.

B. The District shall provide at least one, but possibly more, weekly designated District locations where Unit Members can obtain free testing, during the duty day. Employees shall be provided release time during the duty day to obtain the testing, but shall coordinate their testing time with their site administrator to minimize impact to students. Employees are not required to test at a district site, during district work hours, but if they select to test on their own time at a non-district site, they must present their results from other authorized vendors by Monday morning of each week before the start of the unit members' duty day.

C. All District provided testing shall comply with HIPAA and, where appropriate, FERPA requirements.

3. Any employee who does not submit proof of vaccination and does not complete weekly testing, will be required to utilize their paid (sick/vacation) leave until they submit the negative COVID test result and may be subject to discipline for more than two instances of failure to test.

4. Parties acknowledge that should the state require employees to be vaccinated, the parties will implement that requirement but agree to meet and discuss the impacts of that mandatory vaccination requirements at the request of the Association within five school days.

FOR THE ASSOCIATION:

Date: October 5, 2021

FOR THE DISTRICT:

Date: October 7, 2021

TOMÁSJ.ARAGÔN, M.D., Dr.P.H.
State Public Health O icer& Director

State of California—Health and Human Services Agency
California Department of Public Health

GAVIN NEWSOM
Governor

August 11, 2021

TO: All Californians

SUBJECT: Vaccine Verification for Workers in Schools

State Public Health O icer Order of August 11,2021

The COVID-19 pandemic remains a significant challenge in California. COVID-19 vaccines are effective in reducing infection, serious disease, hospitalization, and death. At present, 63% of Californians 12 years of age and older are fully vaccinated with an additional 10% partially vaccinated. Children under the age of 12 are not currently eligible for any authorized vaccines.

California is currently experiencing the fastest increase in COVID-19 cases during the entire pandemic with 22.7 new cases per 100,000 people per day, with case rates increasing tenfold since early June. The Delta variant, which is two times more contagious than the original virus, is currently the most common variant causing new infections in California.

Unvaccinated persons are more likely to get infected and spread the virus, which is transmitted through the air. Most current hospitalizations and deaths are among unvaccinated adults. Almost all K-6th graders are unvaccinated and will not be eligible for vaccines at the outset of the 2021-22 school year. Additionally, although some 7-12th grade students will be fully vaccinated by the start of the school year, many will not. As of August 10, 2021, less than 41% of Californians 12 to 17 years old were fully vaccinated.

California is committed to safe, full, in-person learning for all in K-12 schools, following strong public health science. For example, California has implemented a universal masking requirement in all K-12 schools, as well as recommendations around testing strategies for K-12 schools, to support the successful return to full in-person instruction at the outset of the school year, as well as minimizing missed school days.

Vaccination against COVID-19 is the most effective means of preventing infection with the COVID-19 virus, and subsequent transmission and outbreaks. Current CDPH K-12 guidance strongly recommends vaccination for all eligible individuals, thereby reducing COVID-19 rates throughout the community, including in schools, and creating a wrap-around safety layer for unvaccinated students. This Order, consistent with this recommendation, requires verification of vaccination status among eligible K-12 school workers, and establishes diagnostic screening testing of unvaccinated workers to minimize the risk that they will transmit while on K-12 school campuses, where a majority of students are not vaccinated and younger students are not yet eligible for vaccines.

Schools may use funds received from multiple sources to address costs associated with employee vaccination verification and COVID-19 diagnostic screening testing, including Elementary and Secondary School Emergency Relief Fund (ESSER) I, II, and III; Governor's Emergency Education Relief Fund (GEER) I and II; and In-Person Instruction Grants (AB 86). Additionally, the California Department of Public Health provides access to subsidized COVID-19 testing for schools through specified partners.

For these reasons, in order to prevent the further spread of COVID19 in K-12 schools, the following temporary and limited public health measures are necessary at this time.

I, as State Public Health O icer of the State of California, order:

I. This Order applies to the following facilities: public and private schools serving students in transitional kindergarten through grade 12, inclusive, except that it does not apply to home schools. Further, it does not apply to child care or to higher education.

II.All schools identified in this Order must verify vaccine status of all workers.

A. Pursuant to the CDPH Guidance for Vaccine Records Guidelines & Standards, only the following modes may be used as proof of vaccination:

1. COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered); OR
2. a photo of a Vaccination Record Card as a separate document; OR
3. a photo of the client's Vaccination Record Card stored on a phone or electronic device; OR
4. documentation of COVID-19 vaccination from a health care provider; OR
5. digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type; OR
6. documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, a school may accept the documentation presented as valid.

B. Schools must have a plan in place for tracking verified worker vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

C. Workers who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated.

III. Testing requirements:

A. Asymptomatic **unvaccinated** or incompletely vaccinated workers are **required to undergo** diagnostic screening testing.

B. Workers may be tested with either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated workers must be tested **at least once weekly** with either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

C. Unvaccinated or incompletely vaccinated workers must also observe all other infection control requirements, and are not exempted from the testing requirement even if they have a medical contraindication to vaccination, since they are still potentially able to spread the illness. Previous history of COVID-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for COVID-19, **do not** waive this requirement for testing.

D. Schools with workers required to undergo workplace diagnostic screening testing should have a plan in place for tracking test results and conducting workplace contact tracing, and must report results to local public health departments. There are IT platforms available that can facilitate these processes for schools.

IV. Definitions: For purposes of this Order, the following definitions apply:

A. "Fully Vaccinated" means individuals who are considered fully vaccinated for COVID-19: two weeks or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or vaccine authorized by the World Health Organization), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson [J&J]/Janssen). COVID-19 vaccines that are currently authorized for emergency use:

1. By the US Food and Drug Administration (FDA), are listed at the FDA COVID-19 Vaccines webpage
2. By the World Health Organization (WHO), are listed at WHO COVID-19 Vaccines webpage

B. "Incompletely vaccinated" means persons who have received at least one dose of COVID-19 vaccine but do not meet the definition of **fully vaccinated**.

C. "Transitional Kindergarten" means the first year of a two-year kindergarten program that uses a modified kindergarten curriculum that is age and developmentally appropriate.

D. "Unvaccinated" means persons who have not received any doses of COVID-19 vaccine or whose status is unknown.

E. "WHO Yellow Card" refers to the original World Health Organization International Certificate of Vaccination or Prophylaxis issued to the individual following administration of the COVID-19 vaccine in a foreign country.

F. "Worker" refers to all paid and unpaid adults serving in the school settings described in Section I. Workers include, but are not limited to, certificated and classified staff,analogous staff working in private school settings, and volunteers who are on-site at a school campus supporting school functions.

V. The Terms of this Order supersede any conflicting terms in any other CDPH orders, directives, or guidance.

VI. Except to the extent this Order provides otherwise, all other terms in my Order of June 11,2021 remain in effect and shall continue to apply statewide.

VII. This Order shall take effect on August 12, 2021, at 12:01 am. Facilities must be in full compliance with the Order by October 15, 2021.

VIII. This Order is issued pursuant to Health and Safety Code sections 120125, 120140, 120175,120195 and 131080 and other applicable law.

Tomás J. Aragón, MD, DrPH

Director and State Public Health Officer

California Department of Public Health
PO Box, 997377, MS 0500, Sacramento, CA 95899-7377
Department Website (cdph.ca.gov)

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
Human Resources
Linda Gonzales, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: SYEA MOU REGARDING THE IMPLEMENTATION OF STATE HEALTH ORDER REQUIRING STAFF TO VACCINATE OR TEST

BACKGROUND INFORMATION:
Approve the Memorandum of Understanding between San Ysidro School District and the San Ysidro Education Association in which the State of California issued a State Health Order on August 11, 2021, requiring that all schools identified in this Order must verify vaccine status of all paid and unpaid employees, including volunteers, must require mandated testing for all school staff that are not fully vaccinated, and shall be fully implemented by October 15, 2021.

RECOMMENDATION:
Approve/Ratify the Memorandum of Understanding between San Ysidro School District and the San Ysidro Education Association regarding the implementation of State Health Order requiring staff to vaccinate or test.

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

Memorandum of Understanding (MOU)
between
San Ysidro Education Association (SYEA)
and
San Ysidro School District (SYSD)
Regarding the Implementation of State Health Order Requiring Staff to Vaccinate or Test

Whereas, on August 11, 2021, the State of California issued a State Health Order requiring that all schools identified in this Order must verify vaccine status of all employees, paid or unpaid, and volunteers and must require mandated testing for all school staff that are not fully vaccinated. Attached as Exhibit A.

Whereas, this order is effective August 12, 2021 and shall be fully implemented by October 15, 2021, the District will be out of compliance if the District has not verified the vaccination status of all its employees and implemented weekly testing for any staff that are not fully vaccinated by October 15, 2021.

Whereas, the parties recognize that vaccines are one of the single most effective mechanisms for ensuring staff and student safety.

Whereas, the parties have previously entered into COVID related MOUs requiring staff testing and encouraging vaccination.

Whereas, the notion of a vaccinated individual refers to a person who has had more than 2 weeks of time pass after their final dose of the COVID vaccine.

Implementation of the Health Order:

1. **Vaccinations:**
   A. On August 26, 2021, the District presented a system to collect vaccination information from all District employees, which will be coordinated by Human Resources. This information was shared with the Association.

   B. All Unit Members shall provide to Human Resources evidence of being fully vaccinated as required by the August 11, 2021 CDPH Order beginning on August 27, 2021. Unit members shall provide evidence of vaccination as required by CDPH to Human Resources.

   C. If a Unit Member does not submit evidence of vaccination by September 17, 2021, they shall be considered unvaccinated and must submit evidence of the required weekly testing to Human Resources beginning October 11, 2021. Unit members may submit proof of vaccination after September 17, 2021, but until that evidence is submitted, the unit member shall have to participate in weekly testing, beginning no later than October 11, 2021.

2. **Testing:**

   A. On or before October 1, 2021, the District shall have a plan in place for tracking test results and conducting workplace contact tracing, and must report results to local public health departments. This information will be shared with the Association at least 5 work days prior to this date.

B. The District shall provide at least one, but possibly more, weekly designated District location where Unit Members can obtain free testing, during the duty day. Employees shall be provided release time during the duty day, not during instructional time, to be tested off-site, but shall coordinate their testing time with their site administrator to minimize impact to students. Employees are not required to test at a district site, during work hours, but if they select to test on their own time at a non-district site, they must present their results from other authorized vendors by Monday morning of each week before the start of the unit member's duty day.

C. All District provided testing shall comply with HIPAA and, where appropriate, FERPA requirements.

3. Any employee who does not submit proof of vaccination and does not complete weekly testing, will be required to utilize their fully paid sick leave until they submit the COVID test result and may be subject to discipline for more than two instances of failure to test.

4. Parties acknowledge that should the state require employees to be vaccinated, the parties will implement that requirement but they agree to meet and discuss the impacts of that mandatory vaccination requirements at the request of the Association within five school days.

FOR THE ASSOCIATION:

Date: 09/08/2021

FOR THE DISTRICT:

Date: 09/08/2021

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
Human Resources
Glenn Heath, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: OPEN PUBLIC HEARING – SAN YSIDRO SCHOOL DISTRICT'S INITIAL PROPOSAL TO SAN YSIDRO EDUCATION ASSOCIATION FOR SUCCESSOR CONTRACT NEGOTIATIONS

BACKGROUND INFORMATION:
Section 3457 of Article 8 of Chapter 10.7 of the California Government Code requires that the Board of Education adopt the San Ysidro Education Association's initial ("sunshine") proposal to employee organizations at a public meeting prior to the start of negotiations.

Before doing so the public must be given the opportunity to become informed on the proposal and have the opportunity to express their views on the issues to the public school employer.

Under the provisions of the current contract between the Board of Education and the San Ysidro Education Association, it is now appropriate for the Board to offer public comment on the San Ysidro Education Association's initial ("sunshine") proposal for the sole purpose of successor negotiations for the collective bargaining agreement.

The areas of negotiation are broad but limited. Government Code section 3543.2(a)(1) states that:

> The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. "Terms and conditions of employment" mean health and welfare benefits as defined by Section 53200, leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8, the layoff of probationary certificated school district employees, pursuant to Section 44959.5 of the Education Code, and alternative compensation or benefits for employees adversely affected by pension limitations pursuant to former Section 22316 of the Education Code, as that section read on December 31, 1999, to the extent deemed reasonable and without violating the intent and purposes of Section 415 of the Internal Revenue Code.

RECOMMENDATION:
Accept the initial proposals of the San Ysidro Education Association to open the collective bargaining agreement with the San Ysidro School District for successor negotiations and make and approve the following motions:

1. Motion for the Board of Education to offer for public review and comment the attached initial ("sunshine") proposal to the contract between San Ysidro Education Association and the Board of Education consisting of the following initial topics:

ARTICLE 2. RECOGNITION- Add New Job Classifications created since last negotiations
ARTICLE 7. GRIEVANCE-Clarify informal process and step 1 to ensure clear and consistent language
ARTICLE 10. HOURS-Look at language on Instructional day.
ARTICLE 11. WORK YEAR-Discuss extending work year for Counselors
ARTICLE 15. OBSERVATION/EVALUATION-possible modification to observation procedures
ARTICLE 17. WORKLOAD-Discuss improvements on language to ensure the terms are clear, consistent, and fair.
ARTICLE 22. PEER ASSISTANCE REVIEW-Discuss language to reinforce the program
ARTICLE 21. INTERNS-Discuss potential language regarding supervision of certain intens (i.e. psychologists, counselors, SLP, and social workers)
ARTICLE 24. COMPLAINTS -Seeking improvements on language to ensure the terms are clear and consistent and discuss interplay with Board Policies.
ARTICLE 27. TERM
APPENDIX C -Update Salary schedule as necessary
APPENDIX D -Update Salary schedule as necessary
APPENDIX F -Calendar
APPENDIX G -Adjust if changes to Article 15

and

2. Motion for the Board of Education to direct the posting of notice of a public hearing on the initial ("sunshine") proposal, and said public hearing to be held on and be open to public comment at the Board of Education meeting on October 21, 2021.

LCAP GOAL AND ACTION/SERVICE (please indicate):
N/A

☐ **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

San Ysidro School District's
Initial Sunshine Proposal to
San Ysidro Education Association
October 21, 2021

In accordance with *Article 27: Term* of the Collective Bargaining Agreement, the District presents this Sunshine Proposal to open the following articles:

ARTICLE 2. RECOGNITION- Add New Job Classifications created since last negotiations
ARTICLE 7. GRIEVANCE-Clarify informal process and step 1 to ensure clear and consistent language
ARTICLE 10. HOURS-Look at language on Instructional day.
ARTICLE 11. WORK YEAR-Discuss extending work year for Counselors
ARTICLE 15. OBSERVATION/EVALUATION-possible modification to observation procedures
ARTICLE 17. WORKLOAD-Discuss improvements on language to ensure the terms are clear, consistent, and fair.
ARTICLE 22. PEER ASSISTANCE REVIEW-Discuss language to reinforce the program
ARTICLE 21. INTERNS-Discuss potential language regarding supervision of certain intens (i.e. psychologists, counselors, SLP, and social workers)
ARTICLE 24. COMPLAINTS -Seeking improvements on language to ensure the terms are clear and consistent and discuss interplay with Board Policies.
ARTICLE 27. TERM
APPENDIX C -Update Salary schedule as necessary
APPENDIX D -Update Salary schedule as necessary
APPENDIX F -Calendar
APPENDIX G -Adjust if changes to Article 15

4350 Otay Mesa Road San Ysidro, CA 92173
(619) 428-4476 Ext. 3021 • Fax (619) 428-1505 • gina.potter@sysdschools.org

San Ysidro School District "programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. District programs and activities shall also be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames." Board Policy 0410

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
Human Resources
Glenn Heath, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: TEMPORARY CERTIFICATED MANAGEMENT CONTRACT/OFFER OF EMPLOYMENT FOR SUBSTITUTE PRINCIPAL

BACKGROUND INFORMATION:
The Board of Trustees hereby offer Manuela Colom employment in the management position, Substitute Principal, effective October 7, 2021. Substitute Principal, Ms. Colom, will be responsible for performing the job duties of the Principal.

RECOMMENDATION:
Approve/Ratify the offer of employment for Manuela Colom as Substitute Principal, effective October 7, 2021.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

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

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$651.56/day	General
(Amount)	(Name of funding source and/or location)

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

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

Manuela Colom
994 Rosal Court
Chula Vista, CA 91910

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

1. Your salary for service during the school year in the above named position will be at a daily rate of **$651.56.**

2. Your interim service in the above named position will begin September 13, 2021. Your employment may be terminated at any time, with or without cause, at the discretion of the Board.

3. As Substitute Principal you will be responsible for performing the job duties of the Executive Principal.

4. This offer of employment is made subject to the laws of California and to the lawful rules of the State Board of Education and of the Governing Board of the San Ysidro School District affecting the terms and conditions of employment by Governing Board of School Districts. Said laws and rules are hereby made a part of the terms and conditions of this offer of employment, the same as though they had been expressly set forth herein.

5. Said salary shall not exceed the allowable STRS income limitations which is $48,428 for the 2021-2022 school year. A work calendar is to be completed identifying work days. District is required to report earnings to CalSTRS no less than 45 days following each pay period.

6. Said salary may be adjusted during the term of this contract by the mutual consent of both parties.

7. As a condition of employment, you are required to possess and maintain the appropriate California Certification authorizing the services to which you are assigned.

8. All offers of employment are subject to and contingent upon the completion of a criminal background check by the California Department of Justice. Convictions of certain crimes, including, but not limited to, sex and controlled substance offenses and serious and violent felonies, as specified in the California Education and Penal Codes, will bar employment with the District and this contract shall become null and void.

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

10. Pursuant to Education code section 44839.5, you are required to submit a medical certificate on a form furnished by the District showing that you are free from any disabling disease unfitting you to instruct or associate with children prior to beginning your employment with the District.

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

Signed: _____

Gina Potter, Superintendent

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

DATE: September 10, 2021 SIGNED: _____
Manuela Colom

CURRICULUM & INSTRUCTION

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
Educational Services,
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS – OCTOBER

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 October 21, 2021 Board meeting:

- AVID's 2021 National Conference
- CABE Mini Conference
- CASBO Business Workshops
- Credentials Academy Series
- Educational Equity in Action
- Equity Blueprint Implementation: Socially Conscious Leadership Primer, Cycle 1
- Equity Blueprint Implementation: Asset-Based Systems, Cycle 2
- Equity Blueprint Implementation: Culturally & Linguistically Responsive Instruction, Cycle 3
- Equity Blueprint Implementation: Family & Community Voice, Cycle 4
- Equity Blueprint Implementation: Student Agency & Voice, Cycle 5
- Equity Conference 2022
- Illuminate Education Users Conference, Fall 2021
- Improving Outcomes for English Learners with Disabilities
- Project GLAD Research and Theory Foundations
- Teaching Language and Content in Spanish Professional Learning Series

Cost implications might include: Registration fees, lodging, parking, meals, mileage and substitute teacher compensation, as needed.

RECOMMENDATION:
Approve/Ratify the attendance and participation of District staff to the different professional developments, as attached.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Action 1.14: Provide professional development opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics, Science, and Social Studies. Professional development includes training specifically designed to address the achievement gap for students with disabilities.

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

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

APPROXIMATE COST	
$32,185.00	General, Title I, Title II, and Title III Funds
(Amount)	(Name of funding source and/or location)

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

Professional Development Backup Information – October 21, 2021

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Carolanne Brandt	AVID's 2021 National Conference	Dallas, TX	December 9-11, 2021	$650.00	Title I Fund
Teachers, Principals, and ELAC Parents TBD	CABE Mini Conference	Online	November 6, 2021	$1,750.00	Title III Fund
Marilyn Adrianzen, Amber Elliott, Araceli Felix, Blanca Vega, Patricia Caro, Daniel Chavez	CASBO Business Workshops	Online	October 1, 2021 to November 9, 2021	$3,280.00 (Registration fees)	General Fund
Alexis Tapia	Credentials Academy Series	Online	November 1, 3, 8, 10, 15, and 17, 2021	$0	No Cost
Omar Calleros	Educational Equity in Action	Online	December 6-10, 2021	$0	No Cost
Cynthia Gonzalez, Oscar Madera, Rick Quintana, Denise Villezcas, Adriana Aguilar, Elva De Baca, Carolina Hernandez, Luis Ramos, Josefina Villegas, Omar Calleros	Equity Blueprint Implementation: Socially Conscious Leadership Primer, Cycle 1	Online	September 7, 2021	$230.00 (Teacher compensation)	Title II Fund
Cynthia Gonzalez, Oscar Madera, Rick Quintana, Denise Villezcas, Adriana Aguilar, Elva De Baca, Carolina Hernandez, Luis Ramos, Josefina Villegas, Omar Calleros	Equity Blueprint Implementation: Asset-Based Systems, Cycle 2	Online	September 17, 2021 September 24, 2021 October 8, 2021	$690.00 (Teacher compensation)	Title II Fund

Cynthia Gonzalez, Oscar Madera, Rick Quintana, Denise Villezcas, Adriana Aguilar, Elva De Baca, Carolina Hernandez, Luis Ramos, Josefina Villegas, Omar Calleros	Equity Blueprint Implementation: Culturally & Linguistically Responsive Instruction, Cycle 3	Online	October 11, 2021 October 18, 2021 October 25, 2021	$690.00 (Teacher compensation)	Title II Fund
Cynthia Gonzalez, Oscar Madera, Rick Quintana, Denise Villezcas, Adriana Aguilar, Elva De Baca, Carolina Hernandez, Luis Ramos, Josefina Villegas, Omar Calleros	Equity Blueprint Implementation: Family & Community Voice, Cycle 4	Online	November 1, 2021 November 8, 2021	$460.00 (Teacher compensation)	Title II Fund
Cynthia Gonzalez, Oscar Madera, Rick Quintana, Denise Villezcas, Adriana Aguilar, Elva De Baca, Carolina Hernandez, Luis Ramos, Josefina Villegas, Omar Calleros	Equity Blueprint Implementation: Student Agency & Voice, Cycle 5	Online	November 15, 2021 November 19, 2021 November 29, 2021	$690.00 (Teacher compensation)	Title II Fund
Dr. Gina Potter, Cynthia Gonzalez, Oscar Madera, Manuel Bojorquez, Laura English, Irene Herrera-Cevallos, Russell Little, Maria Rodriguez, Lorena Varela Reed, Maria Preciado, Erika Meza, Rick Quintana, Denise Villezcas, Veronica Medina,	Equity Conference 2022	San Diego	January 20-21, 2022	$7,000.00	Title I Fund

Omar Calleros, Francisco Mata					
Adriana Aguilar, Carolina Hernandez, Luis Ramos	Illuminate Education Users Conference, Fall 2021	Online	November 2-4, 2021	$675.00	Title II Fund
Carolina Hernandez, Josefina Villegas	Improving Outcomes for English Learner with Disabilities	Online	October 6, 2021 January 11, 2022 March 9, 2022 April 6, 2022 May 24, 2022	$0	N/A
Rebeca Aguayo, Alice Chen, Jennifer Cuestas, Laura Kelley, Juan Molina, Guillermina Sandez, Fardusa Sharif, Norma Campos, Brenda Casillas, Ryan Dickes, Halley Isensee, Catalina Jauregui, Christian Lopez, Marisela Lozano, Maria Mendez, Mei-Ling Murray, Nicole Preston, Jeffrey Zimmerman	Project GLAD Research and Theory Foundations	Online	2-Day Series: December 9 & 10, 2021 4-Day Series: February 1-4, 2022	$3,800.00 $9,970.00	Title III Fund (Registration Fees) & Title II Fund (Teacher compensation)
Catherine Bishop, Norma Campos, Carmen Luna, Norma Sedano Emilia Villanueva	Teaching Language and Content in Spanish Professional Learning Series	Online	October 16, 2021 November 6 & 20, 2021	$2,300.00 (Teacher compensation)	Title III Fund

BUSINESS

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** October 21, 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 #3 (September 26, 2021 through October 1, 2021): ▪ General Fund: 0000007803-0000007820, 0000007824-0000007862, 0000007865-0000007884, 0000007886-0000007888, 0000007890, 0000007892-0000007930, 0000007932-0000007953, 0000007955 ▪ Child Development Fund 0000007863-0000007864, 0000007889, 0000007891, 0000007954 ▪ Child Nutrition Fund 0000007821-0000007823.

RECOMMENDATION:
Approve/Ratify the following purchase orders incurred by the District during the period September 26, 2021 through October 1, 2021. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to $15,000 for public project contracts and up to $30,000 for all other contracts from the various funding sources.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$1,358,262.37	As listed above
(Amount)	(Name of funding source and/or location)

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

PUCHASE ORDER REPORT (08/26/21 - 10/01/21)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
8/26/2021	0000007803	003986	R&R CONTROLS INC	CONTRACTED SERVICES	0100	8150000	5600005	070	869.04
8/26/2021	0000007804	004784	TIME AND ALARM SYSTEMS	CONTRACTED SERVICES	0100	8150000	5600005	070	17,150.00
8/26/2021	0000007805	002858	CORTES TOWING	CONTRACTED SERVICES	0100	8150000	5600005	070	2,000.00
8/30/2021	0000007806	004857	ONE TRIPP TREE SERVICE INC.	CONTRACTED SERVICES	0100	8150000	5600005	068	36,290.00
8/30/2021	0000007807	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	2,621.29
8/30/2021	0000007808	0000000213	ALFONSO V. ERDMANN	PROFESSIONAL SERVICES	0100	0000000	5800010	064	2,500.00
8/30/2021	0000007808	0000000213	ALFONSO V. ERDMANN	PROFESSIONAL SERVICES	0100	6500000	5800010	054	7,500.00
8/31/2021	0000007809	0000000660	ANTONIO CARLOS RIVERA	PROFESSIONAL SERVICES	0100	0490000	5800010	052	4,200.00
8/31/2021	0000007810	003377	SOUTHWEST SCHOOL & OFFICE	COVID SUPPLIES	0100	3212000	4300000	010	46,744.11
9/1/2021	0000007811	0000000085	SUNBELT RENTALS, INC.	RENTAL EQUIPMENT	0100	8150000	5600001	070	5,000.00
9/1/2021	0000007812	003766	MICHAEL BAKER INTERNATIONAL	PROFESSIONAL SERVICES	0100	8150000	5600005	070	47,000.00
9/1/2021	0000007813	0000000223	NINYO & MOORE	PROFESSIONAL SERVICES	0100	8150000	5600005	070	4,100.00
9/1/2021	0000007814	0000000078	VECTOR USA	PROFESSIONAL SERVICES	0100	0000000	5800006	067	108,043.60
9/1/2021	0000007815	004678	AMAZON.COM, INC.	TECHNOLOGY SUPPLIES	0100	3212000	4400000	067	980.53
9/1/2021	0000007816	0000000814	HUMANWARE USA INC.	INSTRUCTIONAL MATERIAL	0100	6500200	4300001	054	3,481.00
9/1/2021	0000007817	003722	PEARSON	INSTRUCTIONAL MATERIAL	0100	6500000	4300003	054	10,401.75
9/2/2021	0000007818	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	11,415.92
9/2/2021	0000007819	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	8,011.89
9/2/2021	0000007820	0000000715	RIVERSIDE ASSESSMENTS, LLC	INSTRUCTIONAL MATERIAL	0100	6500000	4300003	054	14,495.91
9/2/2021	0000007824	004742	ALBERTO CARLOS HERRERA	INSTRUCTIONAL SUPPLIES	0100	0980002	4300001	061	613.53
9/2/2021	0000007825	002771	SMART & FINAL	REFRESHMENTS	0100	0300020	4300015	020	500.00
9/3/2021	0000007826	000809	OFFICE DEPOT	PUBLICATION SUPPLIES	0100	0000000	4300050	073	1,516.69
9/3/2021	0000007827	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	853.90
9/3/2021	0000007828	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	633.31
9/3/2021	0000007829	003986	R&R CONTROLS INC	MAINTENANCE SUPPLIES	0100	8150000	4400000	070	976.31
9/3/2021	0000007830	0000000791	TRAFFIC SAFETY STORE.COM	MAINTENANCE SUPPLIES	0100	0000000	4300011	064	300.62
9/3/2021	0000007831	003529	WESTERN GRAPHIX	TRANSPORTATION SUPPLIES	0100	0982000	4300011	074	746.71
9/3/2021	0000007832	000136	WAXIE SANITARY SUPPLY	CUSTODIAL EQUIPMENT	0100	3212000	6400000	010	12,630.69
9/3/2021	0000007833	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	061	700.27
9/3/2021	0000007834	004678	AMAZON.COM, INC.	INSTRUCTIONAL MATERIAL	0100	0000000	4300013	016	959.64
9/3/2021	0000007835	0000000336	PROJECT LEAD THE WAY INC	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	332.95
9/3/2021	0000007836	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	4,185.87
9/3/2021	0000007837	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300001	012	350.72
9/3/2021	0000007838	001161	HOME DEPOT	MAINTENANCE SUPPLIES	0100	8150000	4400000	070	1,161.55
9/3/2021	0000007839	0000000397	HORIZON DISTRIBUTORS	CUSTODIAN SUPPLIES	0100	0000000	5600005	069	5,000.00
9/3/2021	0000007840	004056	OPTIMUM FLOORCARE	CONTRACTED SERVICES	0100	0000000	5600005	069	5,000.00
9/3/2021	0000007841	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	1,251.20
9/3/2021	0000007842	0000000051	BLACKBOARD INC	CONTRACTED SERVICES	0100	0000000	5600005	067	19,961.39
9/3/2021	0000007843	0000000331	EBS - EDUATIONAL BASED SERVICES	CONTRACTED SERVICES	0100	6500000	5800010	054	218,880.50
9/3/2021	0000007844	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTOINAL SUPPLIES	0100	0000000	4300001	016	397.14
9/3/2021	0000007845	004678	AMAZON.COM, INC.	COVID SUPPLIES	0100	3212000	4300000	010	716.46
9/3/2021	0000007846	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	2,553.68
9/7/2021	0000007847	0000000353	806 TECHNOLOGIES, INC.	CONTRACTED SERVICES	0100	0000000	5800010	061	7,750.00
9/7/2021	0000007848	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	10,306.32
9/7/2021	0000007849	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	570.40
9/7/2021	0000007850	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	172.56
9/7/2021	0000007851	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300011	064	1,240.89
9/7/2021	0000007852	0000000326	ILLUMINATE EDUCATION INC.	CONTRACTED SERVICES	0100	7425000	5800006	061	30,409.25

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
9/7/2021	0000007853	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300000	050	801.86
9/7/2021	0000007854	004871	SOUTH BAY COMMUNITY SERVICES	PROFESSIONAL SERVICES	0100	7425000	5800010	061	225,000.00
9/7/2021	0000007855	003313	BEST BUY	OFFICE SUPPLIES	0100	0000000	4300010	016	290.91
9/7/2021	0000007856	0000000727	GORM, INC.	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	6,395.69
9/8/2021	0000007857	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	443.70
9/8/2021	0000007858	0000000818	RAINBOW RESOURCE CENTER, INC	INSTRUCTIONAL SUPPLIES	0100	0000000	4300000	050	54.76
9/8/2021	0000007859	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	6,558.10
9/8/2021	0000007860	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3212000	4300001	080	4,448.26
9/8/2021	0000007861	0000000819	NEXERCISE, INC.	INSTRUCTIONAL MATERIAL	0100	3010000	5800006	025	650.00
9/8/2021	0000007862	001093	KONE INC	CONTRACTED SERVICES	0100	8150000	5600005	070	9,023.68
9/9/2021	0000007865	0000000809	LAW OFFICE OF MATTHEW H. STOREY	LEGAL FEES	0100	3213000	5800500	054	8,700.00
9/9/2021	0000007866	001093	KONE INC	CONTRACTED SERVICES	0100	8150000	5600005	070	44,780.44
9/9/2021	0000007867	003192	WALMART	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	500.00
9/9/2021	0000007868	0000000286	THE REGENTS OF UNIVERSITY OF	REGISTRATION FEES	0100	0000000	5300000	064	2,200.00
9/13/2021	0000007869	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	063	97.50
9/13/2021	0000007869	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	071	3,219.00
9/13/2021	0000007869	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800200	062	5,626.00
9/13/2021	0000007869	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	3212000	5800500	080	3,045.00
9/14/2021	0000007870	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	1,443.64
9/14/2021	0000007871	0000000397	HORIZON DISTRIBUTORS	GROUNDS SUPPLIES	0100	8150000	6400000	068	5,215.10
9/14/2021	0000007872	0000000226	PINNACLE INDUSTRIAL SUPPLY, INC	MAINTENANCE SUPPLIES	0100	0000000	4400000	069	625.52
9/14/2021	0000007873	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	TRANSPORTATION S	0100	0982000	5600005	074	1,456.10
9/14/2021	0000007874	002958	MIRAMAR BOBCAT INC	GROUNDS SUPPLIES	0100	8150000	6400000	068	7,930.40
9/14/2021	0000007875	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	4,505.46
9/14/2021	0000007876	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	5600005	074	3,916.49
9/14/2021	0000007877	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	282.78
9/14/2021	0000007878	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	2,621.29
9/14/2021	0000007879	0000000822	FITS - PT	CONTRACTED SERVICES	0100	3213000	5800010	054	1,000.00
9/14/2021	0000007880	002308	PRO ED	INSTRUCTIONAL SUPPLIES	0100	6500000	4300003	054	859.58
9/14/2021	0000007881	0000000823	ASSESS-APE LLC	PROFESSIONAL SERVICES	0100	3213000	5800010	054	2,000.00
9/14/2021	0000007882	003852	PEARSON EDUCATION	REGISTRATION FEES	0100	0490000	5800010	054	1,500.00
9/14/2021	0000007883	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	3315000	5800010	054	395.00
9/14/2021	0000007884	0000000821	RANCHO COASTAL SPEECH THERAPY, INC	PROFESSIONAL SERVICES	0100	3213000	5800010	054	2,550.00
9/14/2021	0000007886	002187	APPLE INC	INSTRUCTIONAL SUPPLIES	0100	6500200	4300001	054	139.00
9/14/2021	0000007887	000136	WAXIE SANITARY SUPPLY	TRANSPORTATION SUPPLIES	0100	0982000	4300023	074	236.94
9/14/2021	0000007888	0000000326	ILLUMINATE EDUCATION INC.	CONTRACTED SERVICES	0100	7425000	5800006	061	25,403.50
9/14/2021	0000007890	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300001	024	861.87
9/16/2021	0000007892	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL SUPPLIES	0100	3182001	4200000	022	66,693.63
9/16/2021	0000007893	000273	SCHOLASTIC , INC	INSTRUCTIONAL SUPPLIES	0100	3182001	4200000	022	746.44
9/16/2021	0000007894	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	3182001	4200000	022	2,059.55
9/17/2021	0000007895	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	3182001	4200000	022	4,593.81
9/20/2021	0000007896	002771	SMART & FINAL	INSTRUCTIONAL MATERIALS	0100	0980002	4300001	061	1,000.00
9/20/2021	0000007897	000778	SAFEWAY INC. -VONS DIVISION	INSTRUCTIONAL MATERIAL	0100	0980002	4300001	061	1,000.00
9/20/2021	0000007898	0000000826	HEINEMANN	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	016	25,240.62
9/20/2021	0000007899	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	061	1,056.90
9/20/2021	0000007900	004833	SPARKLETTS	CONTRACTED SERVICES	0100	0300020	4300015	020	500.00
9/20/2021	0000007901	0000000791	TRAFFIC SAFETY STORE.COM	OFFICE SUPPLIES	0100	0000000	4300011	020	1,439.21
9/20/2021	0000007902	000588	SCHOOL SERVICES OF CALIFORNIA	CONTRACTED SERVICES	0100	0000000	5800010	071	4,880.00

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
9/20/2021	0000007903	000409	SAN DIEGO UNION-TRIBUNE	DUES & MEMBERSHIPS	0100	0000000	5800010	064	318.47
9/20/2021	0000007904	000775	REFRIGERATION SUPPLIES	MAINTENANCE SUPPLIES	0100	8150000	4400000	070	3,580.79
9/20/2021	0000007905	003377	SOUTHWEST SCHOOL & OFFICE	OFFICE SUPPLIES	0100	0000000	4300001	025	726.44
9/20/2021	0000007906	000258	PARADIGM HEALTHCARE SERVICES	PROFESSIONAL SERVICES	0100	5640000	5800010	054	10,000.00
9/20/2021	0000007907	0000000820	KRISTIN MAKENA	PROFESSIONAL SERVICES	0100	3213000	5800010	054	2,750.00
9/20/2021	0000007908	004684	NIMCO, INC	INSTRUCTIONAL MATERIAL	0100	0000000	4300011	061	2,590.50
9/20/2021	0000007909	004678	AMAZON.COM, INC.	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	706.80
9/20/2021	0000007910	003313	BEST BUY	TECHNOLOGY SUPPLIES	0100	0000000	4400000	067	543.74
9/20/2021	0000007911	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	061	137.88
9/21/2021	0000007912	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300020	069	547.86
9/21/2021	0000007913	000041	BEAR COMMUNICATIONS, INC.	OFFICE SUPPLIES	0100	0000000	4300001	024	1,074.81
9/21/2021	0000007914	004084	RUSSELL SIGLER, INC	MAINTENANCE SUPPLIES	0100	8150000	4400000	070	2,716.94
9/21/2021	0000007915	0000000825	SPARTAN TOOL LLC	MAINTENANCE SUPPLIES	0100	8150000	4400000	070	3,496.49
9/21/2021	0000007916	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300001	022	130.30
9/21/2021	0000007917	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	3,527.90
9/23/2021	0000007918	000208	SCHOOL HEALTH CORPORATION	MEDICAL EQUIPMENT	0100	0000000	6400000	010	8,598.45
9/23/2021	0000007919	0000000827	C&C GLASS	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	2,000.00
9/23/2021	0000007920	004668	NANCY FETZER'S LITERACY	INSTRUCTIONAL SUPPLIES	0100	3182001	4200000	012	2,576.10
9/23/2021	0000007921	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300001	012	98.04
9/23/2021	0000007922	004668	NANCY FETZER'S LITERACY	CONTRACTED SERVICES	0100	3182001	5800006	012	3,000.00
9/23/2021	0000007923	000548	NEXT DAY PRINTED TEES	OFFICE SUPPLIES	0100	0000000	4300011	064	162.38
9/23/2021	0000007924	0000000781	XOXO CREATIONS BY PALOMA	CONTRACTED SERVICES	0100	0000002	5800000	064	2,715.30
9/23/2021	0000007925	0000000825	SPARTAN TOOL LLC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	838.22
9/23/2021	0000007926	000983	CASBO	REGISTRATION FEES	0100	0000000	5200003	071	4,000.00
9/23/2021	0000007927	000393	ATTAINTMENT COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0490000	4300001	054	655.12
9/24/2021	0000007928	000583	VIRCO INC	CLASSROOM MATERIAL	0100	6500000	4300001	054	309.95
9/28/2021	0000007929	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300013	025	863.99
9/28/2021	0000007930	0000000715	RIVERSIDE ASSESSMENTS, LLC	INSTRUCTIONAL SUPPLIES	0100	6500000	4300003	054	2,292.38
9/28/2021	0000007932	0000000671	IXL LEARNING INC.	INSTRUCTIONAL LCENSING	0100	0000000	5800006	024	5,413.00
9/28/2021	0000007933	0000000825	SPARTAN TOOL LLC	MAINTENANCE EQUIPMENT	0100	3212000	6400000	010	7,084.56
9/28/2021	0000007934	0000000390	DANNIS WOLIVER KELLEY	LEGAL FEES	0100	0000000	5800150	054	8,213.00
9/28/2021	0000007935	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	853.00
9/28/2021	0000007935	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	493.00
9/28/2021	0000007935	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	071	5,829.00
9/28/2021	0000007935	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800200	062	4,379.00
9/28/2021	0000007935	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	3212000	5800500	080	2,204.00
9/28/2021	0000007936	002721	CALIFORNIA ELECTRIC SUPPLY	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	4,430.48
9/28/2021	0000007937	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	5600005	074	4,183.85
9/28/2021	0000007938	000540	WESTERN PSYCHOLOGICAL SERVICES	INSTRUCTIONAL MATERIAL	0100	6500000	4300003	054	477.16
9/28/2021	0000007939	001278	JOHNSON CONTROLS	CONTRACTED SERVICES	0100	8150000	5600005	070	3,637.61
9/28/2021	0000007940	002913	GYM CLOSET	INSTRUCTIONAL SUPPLIES	0100	0000000	4300013	025	502.98
9/28/2021	0000007941	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	82.52
9/28/2021	0000007942	004678	AMAZON.COM, INC.	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	024	630.18
9/29/2021	0000007943	0000000315	ACSA FOUNDATION FOR EDUCATIONAL	REGISTRATION FEES	0100	6500000	5200003	054	1,550.00
9/29/2021	0000007944	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0490000	4300001	054	796.24
9/29/2021	0000007945	003313	BEST BUY	TECHNOLOGY SUPPLIES	0100	3212000	4300001	067	1,225.12
9/29/2021	0000007946	0000000443	DAILY JOURNAL CORPORATION	CONTRACTED SERVICES	0100	0000000	5800007	071	1,000.00
9/29/2021	0000007947	003361	DOVETAIL HOUSE PUBLISHING	INSTRUCTIONAL SUPPLIES	0100	3182001	4200000	012	904.28

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
9/29/2021	0000007948	004678	AMAZON.COM, INC.	OFFICE MATERIALS	0100	3213000	4300000	025	102.67
9/29/2021	0000007949	003377	SOUTHWEST SCHOOL & OFFICE	OFFICE SUPPLIES	0100	0000000	4300001	022	4,943.58
9/29/2021	0000007950	000875	WILDA'S WRITING WORKSHOP	PROFESSIONAL SERVICES	0100	3182001	5800010	012	10,000.00
9/29/2021	0000007951	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	3182001	4200000	012	2,460.87
9/29/2021	0000007952	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3182001	4200000	012	878.15
9/30/2021	0000007953	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3182001	4200000	012	984.40
10/1/2021	0000007955	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	7,154.43
							Total for 0100		**1,298,837.25**
9/9/2021	0000007863	0000000033	ORANGE COUNTY DEPT. OF EDUCATION	CONTRACTED SERVICES	1200	6105000	5200003	076	18,000.00
9/9/2021	0000007864	0000000764	TEACHING STRATEGIES, LLC	LICENSE FEES	1200	5210000	4300001	076	900.00
9/9/2021	0000007864	0000000764	TEACHING STRATEGIES, LLC	LICENSE FEES	1200	6105000	4300001	076	1,800.00
9/14/2021	0000007889	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	1200	5210000	5200003	076	197.50
9/14/2021	0000007889	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	1200	6105000	5200003	076	197.50
9/14/2021	0000007891	0000000824	THE DISCOVERY SOURCE, INC.	INSTRUCTIONAL SUPPLIES	1200	5210000	4300001	076	740.24
9/14/2021	0000007891	0000000824	THE DISCOVERY SOURCE, INC.	INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	2,960.97
10/1/2021	0000007954	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	4300020	076	1,807.52
							Total for 1200		**26,603.73**
9/2/2021	0000007821	0000000639	EMS LINQ INC	CONTRACTED SERVICES	1300	5310000	5800006	085	3,689.40
9/2/2021	0000007822	000887	SAN DIEGO RESTAURANT SUPPLY	CAFETERIA EQUIPMENT	1300	5310000	6400003	085	28,824.90
9/2/2021	0000007823	004678	AMAZON.COM, INC.	CAFETERIA SUPPLIES	1300	5310000	4300026	085	307.09
							Total for 1300		**32,821.39**
							Grand Total		**1,358,262.37**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** October 21, 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 August 27, 2021 through September 30, 2021 with checks #14-815024 through #14-823628 for a total expenditure of $1,179,622.11 from the following sources:

General Fund - $1,077,378.65
Child Developer Fund- 18,452.46
Child Nutrition Fund- $83,791.00

RECOMMENDATION:
Approve/Ratify the expenditures incurred by the District during the period of August 27, 2021 through September 30, 2021 for a total expenditure of $1,179,622.11. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to $15,000 for public project contracts and up to $30,000 for all other contracts from the various funding sources.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No.: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

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

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$1,179,622.11	Various (see above)
(Amount)	(Name of funding source and/or location)

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

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14815024	P.I.P.S.	9/2/2021	71370.25	0100	CONTRACTED SERVICES
14815025	ALFONSO V. ERDMANN	9/2/2021	3952.25	0100	PROFESSIONAL SERVICES
14815027	AARDVARK ANT & PEST CONTROL INC.	9/2/2021	891.00	0100	CONTRACTED SERVICES
14815028	ACCO ENGINEERED SYSTEMS, INC.	9/2/2021	784.00	0100	CONTRACTED SERVICES
14815029	DANIEL CAMBEROS	9/2/2021	204.70	0100	REIMBURSEMENT
14815030	DUNN-EDWARDS CORP.	9/2/2021	427.10	0100	MAINTENANCE SUPPLIES
14815031	ACADEMIC THERAPY PUBLICATIONS	9/2/2021	4122.37	0100	INSTRUCTIONAL SUPPLIES
14815032	THE INSTITUTE FOR EFFECTIVE	9/2/2021	8734.68	0100	PROFESSIONAL SERVICES
14815033	EWING IRRIGATION	9/2/2021	1280.68	0100	GROUND SUPPLIES
14815034	UNITED RENTALS	9/2/2021	134.67	0100	CONTRACTED SERVICES
14815035	CALIFORNIA ELECTRIC SUPPLY	9/2/2021	5859.81	0100	MAINTENANCE SUPPLIES
14815036	SAN YSIDRO SCHOOL DISTRICT	9/2/2021	3226.13	0100	PCARD REPLENISH
14815037	PRO POWER	9/2/2021	116.31	0100	GROUNDS SUPPLIES
14815038	TRANE U.S. INC	9/2/2021	1129.16	0100	MAINTENANCE SUPPLIES
14816131	VECTOR USA	9/7/2021	8656.65	0100	PROFESSIONAL SERVICES
14816132	SUNBELT RENTALS, INC.	9/7/2021	138.50	0100	RENTAL EQUIPMENT
14816140	MICHAEL BAKER INTERNATIONAL	9/7/2021	9477.50	0100	PROFESSIONAL SERVICES
14816900	MRC SMART TECHNOLOGY SOLUTIONS	9/9/2021	13667.92	0100	MAINTENANCE AGREEMENT
14816901	MY PT SAN DIEGO	9/9/2021	11663.75	0100	PROFESSIONAL SERVICES
14816902	NINYO & MOORE	9/9/2021	4100.00	0100	PROFESSIONAL SERVICES
14816903	PARKHOUSE TIRE INC	9/9/2021	1250.99	0100	TRANSPORTAION SERVICES
14816904	WAXIE SANITARY SUPPLY	9/9/2021	31636.72	0100	CUSTODIAL SUPPLIES
14816905	PITNEY BOWES	9/9/2021	382.50	0100	POSTAGE
14816906	VERITIV OPERATING COMPANY	9/9/2021	1766.93	0100	PUBLICATION SUPPLIES
14816907	SMART & FINAL	9/9/2021	399.23	0100	REFRESHMENTS
14816908	VALLEY INDUSTRIAL SPECIALTIES	9/9/2021	718.35	0100	MAINTENANCE SUPPLIES
14816909	SOUTH BAY COMMUNITY SERVICES	9/9/2021	13246.00	0100	PROFESSIONAL SERVICES
14816910	THE COLLEGE BOARD	9/9/2021	32488.12	0100	INSTRUCTIONAL SUPPLIES
14817782	LLIANCE ENGINEERING OF CALIFORNIA, IN(	9/13/2021	4297.15	0100	PROFESSIONAL SERVICES
14817783	BMR HEALTH SERVICES, INC	9/13/2021	28496.16	0100	PROFESSIONAL SERVICES
14817784	THE REGENTS OF UNIVERSITY OF	9/13/2021	2200.00	0100	REGISTRATION FEES
14817785	WINET PATRICK GAYER CREIGHTON	9/13/2021	3027.95	0100	LEGAL SERVICES
14817786	MAXIM HEALTHCARE SERVICES, INC	9/13/2021	16624.00	0100	PROFESSIONAL SERVICES
14817787	HORIZON DISTRIBUTORS	9/13/2021	524.18	0100	GROUNDS SUPPLIES

14817788	CAPITOL ADVISORS GROUP, LLC	9/13/2021	2000.00	0100	PROFESSIONAL SERVICES
14817789	ANIXTER INC.	9/13/2021	356.57	0100	MAINTENANCE SUPPLIES
14817791	ANTONIO CARLOS RIVERA	9/13/2021	1080.00	0100	PROFESSIONAL SERVICES
14817792	TOM SILVA CONSULTING	9/13/2021	1500.00	0100	PROFESSIONAL SERVICES
14817793	CAL PACIFIC TRUCK CENTER ,LLC	9/13/2021	10184.61	0100	CONTRACTED SERVICES
14817794	THE STEPPING STONE GROUP	9/13/2021	12915.20	0100	PROFESSIONAL SERVICES
14817795	CANNON SPORTS, INC.	9/13/2021	150.76	0100	INSTRUCTIONAL SUPPLIES
14817796	DIXIELINE LUMBER CO	9/13/2021	595.07	0100	MAINTENANCE SUPPLIES
14817797	SCHOLASTIC , INC	9/13/2021	2992.54	0100	INSTRUCTIONAL SUPPLIES
14817798	CURRICULUM ASSOC. INC.	9/13/2021	20901.62	0100	INSTRUCTIONAL SUPPLIES
14817799	SPRINT	9/13/2021	4450.90	0100	CONTRACTED SERVICES
14817801	REFRIGERATION SUPPLIES	9/13/2021	689.54	0100	MAINTENANCE SUPPLIES
14817802	KONE INC	9/13/2021	11195.11	0100	CONTRACTED SERVICES
14817803	CUSTOM BINDING	9/13/2021	1637.80	0100	PUBLICATION SUPPLIES
14817804	BUS WEST	9/13/2021	503.91	0100	TRANSPORTATION SUPPLIES
14817805	REPUBLIC SERVICES	9/13/2021	15261.10	0100	UTILITIES
14817806	CALIFORNIA DEPT. OF JUSTICE	9/13/2021	588.00	0100	CONTRACTED SERVICES
14817807	RANCHO SAN DIEGO NURSERY INC	9/13/2021	233.28	0100	GROUNDS SUPPLIES
14817808	WILLY'S ELECTRONIC SUPPLY CO.	9/13/2021	527.86	0100	MAINTENANCE SUPPLIES
14817809	ASELTINE SCHOOL	9/13/2021	334.39	0100	PROFESSIONAL SRVICES
14817810	IMPERIAL SPRINKLER SUPPLY	9/13/2021	400.59	0100	GROUNDS SUPPLIES
14817811	ROCHESTER 100 INC.	9/13/2021	1661.00	0100	INSTRUCTIONAL SUPPLIES
14817812	TEAMTALK NETWORK	9/13/2021	397.80	0100	MAINTENANCE AGREEMENT
14817813	R&R CONTROLS INC	9/13/2021	1136.34	0100	MAINTENANCE SUPPLIES
14817814	GALLAGHER BENEFIT SERVICES, INC	9/13/2021	449.65	0100	PROFESSIONAL SERVICES
14817815	TRANE U.S. INC	9/13/2021	542.21	0100	MAINTENANCE SUPPLIES
14817816	AMERI-MEX PLUMBING INC	9/13/2021	6800.00	0100	CONTRACTED SERVICES
14817817	ALBERTO CARLOS HERRERA	9/13/2021	613.53	0100	INSTRUCTIONAL SUPPLIES
14817818	SPARKLETTS	9/13/2021	264.91	0100	CONTRACTED SERVICES
14817819	ABA EDUCATION FOUNDATION	9/13/2021	4596.75	0100	PROFESSIONAL SERVICES
14818962	NINYO & MOORE	9/16/2021	3853.00	0100	PROFESSIONAL SERVICES
14818963	AMBER ELLIOTT	9/16/2021	118.94	0100	MILEAGE
14818964	HAWTHORNE MACHINERY	9/16/2021	4963.20	0100	CONTRACTED SERVICES
14818965	HOME DEPOT	9/16/2021	6384.21	0100	TECHNOLOGY SUPPLIES
14818966	HARBOR FREIGHT TOOLS	9/16/2021	614.98	0100	MAINTENCE SUPPLIES

14818967	BEST BEST & KRIEGER LLP	9/16/2021	11987.50	0100	LEGAL SERVICES
14820326	CORODATA RECORDS MANAGEMENT, INC.	9/20/2021	161.17	0100	CONTRACTED SERVICES
14820327	LLIANCE ENGINEERING OF CALIFORNIA, IN(	9/20/2021	5861.05	0100	PROFESSIONAL SERVICES
14820328	EBS - EDUATIONAL BASED SERVICES	9/20/2021	9040.64	0100	CONTRACTED SERVICES
14820329	AMPLIFY EDUCATION INC.	9/20/2021	12185.22	0100	INSTRUCTIONAL SUPPLIES
14820331	GEM INDUSTRIAL ELECTRIC, INC	9/20/2021	220466.50	0100	CONTRACTED SERVICES
14820332	VALLEY TRACTOR & EQUIPMENT	9/20/2021	879.20	0100	MAINTENANCE SUPPLIES
14821480	BLACKBOARD INC	9/23/2021	19943.91	0100	CONTRACTED SERVICES
14821481	KARINA VICTORINO	9/23/2021	23.63	0100	MILEAGE
14821482	RIVERSIDE ASSESSMENTS, LLC	9/23/2021	2563.93	0100	INSTRUCTIONAL SUPPLIES
14821483	NEXERCISE, INC.	9/23/2021	650.00	0100	INSTRUCTIONAL MATERIAL
14821484	SAN DIEGO GAS & ELECTRIC	9/23/2021	98959.25	0100	UTILITIES
14821485	CITY TREASURER	9/23/2021	19309.41	0100	UTILITIES
14821486	PARADIGM HEALTHCARE SERVICES	9/23/2021	1069.20	0100	PROFESSIONAL SERVICES
14821487	ROAD ONE TOWING	9/23/2021	360.00	0100	CONTRACTED SERVICES
14821488	AT&T	9/23/2021	6917.11	0100	UTILITIES
14821489	XEROX CORPORATION	9/23/2021	6949.86	0100	MAINTENACE AGREEMENT
14821490	NIRVANA BUSTOS	9/23/2021	13.16	0100	MILEAGE
14822672	P.I.P.S.	9/27/2021	71370.25	0100	CONTRACTED SERVICES
14822673	RUSSELL LITTLE	9/27/2021	58.46	0100	REIMBURSEMENT
14822674	FRANKIE ASIO	9/27/2021	28.56	0100	MILEAGE
14822675	NORA MACIAS-SANTOS	9/27/2021	77.62	0100	REIMBURSEMENT
14823593	XEROX FINANCIAL SERVICES	9/30/2021	9274.25	0100	LEASE AGREEMENT
14823594	PROJECT LEAD THE WAY INC	9/30/2021	332.95	0100	INSTRUCTIONAL SUPPLIES
14823595	806 TECHNOLOGIES, INC.	9/30/2021	7750.00	0100	CONTRACTED SERVICES
14823596	DANNIS WOLIVER KELLEY	9/30/2021	8213.00	0100	LEGAL FEES
14823597	ACCO BRANDS USA LLC	9/30/2021	215.51	0100	CONTRACTED SERVICES
14823598	AARDVARK ANT & PEST CONTROL INC.	9/30/2021	432.00	0100	CONTRACTED SERVICES
14823600	RIVERSIDE ASSESSMENTS, LLC	9/30/2021	14591.33	0100	INSTRUCTIONAL MATERIAL
14823601	GORM, INC.	9/30/2021	2388.30	0100	COVID SUPPLIES
14823602	A & I REPROGRAPHICS	9/30/2021	1299.20	0100	TRANSPORTATION MATERIAL
14823603	STUDIES WEEKLY, INC.	9/30/2021	5169.63	0100	INSTRUCTIONAL MATERIAL
14823604	GUITAR CENTER, INC	9/30/2021	7558.49	0100	TECHNOLOGY EQUIPMENT
14823605	HUMANWARE USA INC.	9/30/2021	3475.62	0100	INSTRUCTIONAL MATERIAL
14823606	COURTNEY TIRE SERVICE	9/30/2021	1456.13	0100	MAINTENANCE SUPPLIES

14823607	MCGRAW-HILL	9/30/2021	1078.34	0100	INSTRUCTIONAL SUPPLIES
14823608	GRAINGER	9/30/2021	588.09	0100	MAINTENANCE SUPPLIES
14823609	SAN DIEGO UNION-TRIBUNE	9/30/2021	318.47	0100	DUES & MEMBERSHIPS
14823610	SCHOOL SPECIALTY	9/30/2021	1010.44	0100	INSTRUCTIONAL SUPPLIES
14823612	EWING IRRIGATION	9/30/2021	509.54	0100	GROUND SUPPLIES
14823613	RCP BLOCK & BRICK	9/30/2021	714.00	0100	GROUNDS SUPPLIES
14823614	WILLY'S ELECTRONIC SUPPLY CO.	9/30/2021	176.84	0100	MAINTENANCE SUPPLIES
14823615	NAPA AUTO AND TRUCK PARTS	9/30/2021	148.13	0100	TRANSPORTATION SUPPLIES
14823616	APPLE INC	9/30/2021	128.22	0100	INSTRUCTIONAL SUPPLIES
14823617	YMCA OF SAN DIEGO COUNTY	9/30/2021	81289.80	0100	PROFESSIONAL SERVICES
14823618	FLEETWASH INC	9/30/2021	314.65	0100	CONTRACTED SERVICES
14823619	CORTES TOWING	9/30/2021	725.00	0100	CONTRACTED SERVICES
14823620	GYM CLOSET	9/30/2021	1765.37	0100	INSTRUCTIONAL SUPPLIES
14823621	HD SUPPLY FACILITIES	9/30/2021	1035.81	0100	MAINTENANCE SUPPLIES
14823622	WALMART	9/30/2021	1123.38	0100	INSTRUCTIONAL SUPPLIES
14823623	SAN DIEGO COUNTY SUPERINTENDEN	9/30/2021	790.00	0100	REGISTRATION FEES
14823624	ALPHA SMOG STATION	9/30/2021	110.00	0100	CONTRACTED SERVICES
14823625	RUSSELL SIGLER, INC	9/30/2021	57.88	0100	CONTRACTED SERVICES
14823626	BEST BEST & KRIEGER LLP	9/30/2021	13758.00	0100	LEGAL FEES
14823627	FLYERS ENERGY	9/30/2021	2796.57	0100	CONTRACTED SERVICES
14823628	SOUTH BAY COMMUNITY SERVICES	9/30/2021	10017.00	0100	PROFESSIONAL SERVICES
Total Fund 01			**$ 1,077,378.65**		
14815039	AMAZON.COM, INC.	9/2/2021	452.46	1200	INSTRUCTIONSL SUPPLIES
14817781	ORANGE COUNTY DEPT. OF EDUCATION	9/13/2021	18000.00	1200	CONTRACTED SERVICES
Total Fund 12			**$ 18,452.46**		
14815026	SADEER SAHIB	9/2/2021	40.19	1300	MILEAGE
14816133	GOLD STAR FOODS	9/7/2021	39606.33	1300	CAFETERIA FOODS
14816134	INDUSTRIAL ELECTRIC	9/7/2021	1533.98	1300	CONTRACTED SERVICES
14816135	SYSCO SAN DIEGO INC.	9/7/2021	724.92	1300	CAFETERIA FOOD
14816136	P&R PAPER SUPPLY COMPANY, INC.	9/7/2021	5975.24	1300	CAFETERIA PAPER GOODS
14816137	LLOYD PEST CONTROL CO.	9/7/2021	232.00	1300	CONTRACTED SERVICES
14816138	CALIFORNIA DEPARTMENT OF	9/7/2021	279.30	1300	CONTRACTED SERVICES
14816139	ACE COOLING & FREEZING	9/7/2021	6858.60	1300	CONTRACTED SERVICES
14817790	SYSCO SAN DIEGO INC.	9/13/2021	56.18	1300	CAFETERIA FOOD
14817800	HOLLANDIA DAIRY INC.	9/13/2021	23598.46	1300	CAFETERIA FOOD

14820330	SYSCO SAN DIEGO INC.	9/20/2021	554.06	1300	CAFETERIA FOOD
14823599	WEX BANK	9/30/2021	3727.26	1300	OPERATIONAL SERVICES
14823611	OFFICE DEPOT	9/30/2021	604.48	1300	OFFICE SUPPLIES
Total Fund 13			**$ 83,791.00**		
Grand Total			$ 1,179,622.11		

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 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 $2,250.00 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

DONATIONS $2,250.00	Cash/Checks Only Donations Account
(Amount)	(Name of funding source and/or location)

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

BOARD MEETING: October 21, 2021		Donation		
From	To	Cash/Check Amount	Estimated Value of items/supplies	Purpose / Description
Anonymous	Willow	NA	$1,000.00	Felt material for bulletin boards & projects
INC	Willow	NA	$1,000.00	Kleenex, hand sanitzers, school supplies
Banana Republic	Willow	NA	$250.00	Back to School Drive - notebooks & pencils

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

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

BACKGROUND INFORMATION:
Pursuant to Education Code Section 17604 and Resolution No. 21/22-0006, the power to contract on behalf of the Governing Board of the San Ysidro School District was delegated to the Superintendent and the Chief Business Official during the 2021-22 fiscal year, in the maximum amounts of $15,000 for public project contracts and $30,000 for all other contracts, respectively; provided that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the District unless and until same shall have been approved or ratified by the Governing Board, said approval or ratification to be evidenced by a motion duly passed and adopted.

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

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

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

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

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

AGREEMENTS UNDER $30,000 FOR APPROVAL/RATIFICATION

October 21, 2021

	Vendor	Description	Estimated Amount	Funding Source	Administrator
1	Be Well Solutions	For Dietetic Internship Program	N/A	N/A	Heath
2	California Yatch Marina - Chula Vista	To occupy and use the Larue C. Thomas Bayside Pavilion for the SYMS 8th grade dance to be held on May 19, 2021	$1,500.00	ASB Funds	Bojorquez
3	Elevated Classrooms	Agreement to provide professional devleopment on trauma informed practices and social-emotional learning for our ScipHy teachers	$4,050.00	Title I Fund	González
4	Oceanside Unified School District	Interdistrict Attendance Agreement	N/A	N/A	Farkas
5	Mystery Science	1-year membership subscription renewal for Willow School	$1,499.00	Title I Fund	Rodriguez
6	Nancy Fetzer's Literacy Connections	To provide professional development services for teachers at La Mirada Elementary School	$3,000.00	Comprehensive Support & Improvement and/or Title I Funds	English
7	Pear Deck Inc.	Renewal of the Agreemetn for the Full Premium Subscription Access at Vista Del Mar Middle School	$2,116.40	Title I Fund	Herrera-Cevallos
8	PowerSchool	Renewal of the Subscription, Maintenance and Support Services for the TalenEd license and subscription used by Human Resources for onboarding services	$10,636.05	General Fund	Heath
9	Presidio Network Solutions Group LCC	Agreement for technical support hours	$9,320.00	General Fund	Lewis
10	San Diego Food Bank	Memorandum of Understanding with the Jacobs & Cuschman San Diego Food Bank to have the Food 4 Kids Backpack Program at Smythe and Willow Elementary Schools during the 2021-22 school year.	N/A	N/A	González
11	Stanley Convergent Security Solutions	Addendum No. 1 to the 5-year Professional Services Agreement for upgrades to the security alarm systems at La Mirada and Smythe Elementary Schools at no additional cost to the District. Annual Cost that was previously board approved was at $55,461.24.	N/A	N/A	Adrianzen
12	Tom Silva Consulting Services	Amendment No. 2 for professional school facilities planning services on an "as needed" basis for fiscal year 2021-22	$15,500.00	2012 COPS Refunding Resources	Adrianzen
13	University of California San Diego	To conduct Safer at School Early Alert (SASEA) Pilot Program for 2021-22	N/A	N/A	Adrianzen
14	University of Denver	Agreement with University of Denver Morgridge College of Education to provide field placements for graduate students of the Morgridge College of Education School Counseling Denver Programs	N/A	N/A	Heath
15	Wilda's Writing Workshop	Service Agreement to provide teacher trainining to La Mirada Elementary School teachers (Write Up A Storm - Close Reading & Text Depending Writing)	$10,000.00	Comprehensive Support & Improvement Fund	English
16	Xerox MRC Smart Technology Solutions	Amendment No. 2 to Xerox MRC Smart Technology Solutions Agreement for copier equipment and copy print charges	$21,156.00	General Fund	Adrianzen

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
Human Resources
Glenn Heath, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH BE WELL SOLUTIONS DIETETIC INTERNSHIP PROGRAM, LLC

BACKGROUND INFORMATION:
The San Ysidro School District will enter into an agreement with Be Well Solutions Dietetic Internship Program, LLC for the purpose of providing meaningful dietetic supervised practice experiences for Interns enrolled in the Dietetic Internship Program.

Term: August 31, 2021 to August 30, 2025 (4 years)

RECOMMENDATION:
Approve the agreement with Be Well Solutions Dietetic Internship Program LLC for supervised internship practice experiences at no cost to the District.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

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

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

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

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

DIETETIC INTERNSHIP AFFILIATION AGREEMENT

This Affiliation Agreement, dated this ____ day of _____ 20____, is between BE WELL SOLUTIONS DIETETIC INTERNSHIP PROGRAM, LLC ("BWS DI") and _____ ("Facility") located at (facility address) _____.

The purpose of this Affiliation Agreement ("Agreement") is to form an agreement with a Facility that is committed to providing meaningful dietetic supervised practice experiences for Interns enrolled in the BWS DI.

WITNESSETH:

WHEREAS, Be Well Solutions ("BWS") is currently conducting a Distance Dietetic Internship program and desires to obtain supervised practice experiences for Interns enrolled in the program; and

WHEREAS, FACILITY has the facilities and capability to provide such experiences and is willing to make its facilities and personnel available for the purpose of providing supervised practice experience to Interns enrolled in the BWS DI;

NOW THEREFORE, it is mutually agreed by and between Facility and BWS DI as follows:

COVENANTS

1. GENERAL GUIDELINES:

   A. The BWS DI Director or his/her designee and the Director of the Facility shall have primary responsibility for the performance of the terms of this agreement and shall work together to ensure that the terms of this agreement are adhered to.

   B. Upon request, the BWS DI Director or designee shall be permitted to perform an inspection of the Facility or shadow the Intern during a scheduled rotation.

   C. BWS DI adheres to a strict non-discrimination policy. Neither party shall discriminate against any Intern on the basis of race, religion, gender, national origin or any other protected class set forth in Title VII.

2.0. RESPONSIBILITIES OF THE PARTIES

2.1. Responsibility of BWS DI

It shall be the responsibility of BWS DI to:

(a) Provide an orientation week for Interns prior to the commencement of the supervised practice experiences at the facilities and, thereafter, to provide a solid foundation for Interns to successfully complete their supervised practice experiences;

(b) Cooperate with Facility and assist the Interns who have elected to participate in the DI through the use of its Facilities;

(c) The BWS DI Director or designee shall (1) act as BWS's representative to Facility; (2) facilitate communication and otherwise act as liaison with and (3) coordinate Interns' field experiences at the Facility;

(d) Ensure financial responsibility of Interns by each student maintaining professional liability/malpractice commercial insurance coverage. Upon request, BWS DI shall provide evidence of such insurance for each Intern prior to approving the placement of that Intern at the Facility;

(e) Require Interns to abide by applicable federal, state and local laws, standards of accrediting bodies, as well as policies and regulations of the Facility, including dress code;

(f) Comply with, and require Interns to comply with all applicable federal and state laws and regulations concerning patient privacy and confidentiality of protected health information, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");

(g) Require Interns to maintain the confidentiality of all proprietary information regarding the Facility patients and clients;

(h) Ensure that Interns meet health standards required by Facility and otherwise permitted under law;

(i) Withdraw any Intern from the Facility who has been determined by Facility, in the exercise of its discretion, to be unacceptable for any reason described in Section 2.2 (f); and

(j) Maintain a record of each Intern enrolled in the BWS DI and each Intern who has completed the program for a time period of six (6) years following the completion or withdrawal from the DI ("Intern Directory Record"). Each Intern Directory Record shall include the student's name, year of certificate

awarded, and the most current address and phone number the Intern has provided to the BWS DI.

2.2. Responsibilities of Facility

It shall be the responsibility of Facility to:

(a) Provide an educationally oriented supervised practice experience for Interns;

(b) Designate a contact person under this Agreement to be: (1) responsible for the coordination and implementation of the rotation at the Facility; and (2) a representative of the Facility to BWS DI;

(c) Familiarize the intern with the Facility, its equipment, procedures, and policies and to provide Interns with copies of its rules and regulations;

(d) Permit interns access to patient records for the purpose of field experience requirements, if the Facility patients provide the proper consent; advise BWS DI and the Intern of its policies and procedures concerning patient privacy and confidentiality of protected health information including, without limitation, the policies and procedures that the Facility has adopted pursuant to HIPAA;

(e) Retain responsibility and accountability for all patient care and the supervision of Interns while at the Facility. Interns shall not replace the staff of the Facility;

(f) Advise BWS, at the earliest possible time, of any material difficulty of an Intern to progress toward achievement of the stated objectives of the BWS DI. Notwithstanding the foregoing, Facility reserves the right to direct BWS DI to withdraw, or not to accept, any Intern whose health, conduct, or performance, as determined by Facility, in its discretion, is or may be a detriment to patients' well-being, or to the achievement of the purposes of the BWS DI or is inconsistent with its policies, procedures, or ethical requirements.

(g) Evaluate the performance of the Intern, in a manner and to an extent agreed to by BWS DI and Facility, using evaluation forms provided by BWS DI. The evaluation forms shall be completed and forwarded to BWS DI following the conclusion of each Intern's participation in the supervised practice experience; and

(h) Provide emergency health care for illnesses or injuries resulting from the Intern's field experience at the Facility. It shall be the responsibility of the Interns to provide payment or adequate health insurance coverage for such emergency care and any subsequent care.

2.3. Mutual Responsibilities of the Parties

The Parties agree as follows:

(a) Facility shall have the privilege of recruiting Interns for employment, provided that such employment will commence after the completion of the Intern's course of academic instruction. Upon its request, and without the objection of the Intern, BWS DI shall provide Directory Records to the Facility.

(b) No Party shall have any financial obligation to any other Party resulting from or arising out of the provision of services, instruction, supervision, or facilities under this Agreement.

(c) Each party shall comply with all federal, state, and local laws that are applicable to activities carried out under this Agreement. The Parties agree not to engage in unlawful discrimination on the grounds of race, color, national or ethnic origin, gender, marital status, religion, handicap, political affiliation, age, or any other basis proscribed by such laws.

3.0 RELATIONSHIP OF PARTIES

3.1 At all times under this Agreement, BWS DI and Facility shall be considered independent contractors. Nothing contained herein, nor any course of action or failure to act shall be construed to create, as between BWS DI and Facility, an employer-employee or agent-servant relationship, or any other relationship except that of independent contractors.

3.2 While assigned to Facility, Interns will not be considered employees of Facility and Facility shall not be responsible for the payment of any wages, payroll taxes, Social Security, Workers' Compensation insurance, malpractice insurance, or other benefits to or on behalf of such Interns.

4.0 TERMS AND TERMINATION

This Agreement shall become effective as of the date first written above ("Effective Date") and shall remain in effect from the Effective Date for four (4) years. A party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to the other Party. In the event of such termination of the Agreement, an Intern shall have the right to complete the rotation under the conditions and terms of this Agreement, unless Facility requests the withdrawal of that Intern under Section 2.2(f).

5.0 CLAIMS AND DEMANDS

BWS DI shall be responsible for all claims, causes of actions, demands, liabilities and expenses arising out of the acts or omission of BWS DI and its Interns while performing services under this Agreement.

5.1 INDEMNIFICATION

BWS DI agrees to indemnify, defend and hold harmless Facility and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court cost and reasonable attorney fees, arising out of or resulting from BWS DI's sole negligence, or in proportion to BWS DI comparative fault.

5.2 INSURANCE:

BWS DI Insurance. BWS DI shall procure and maintain in force during the term of this agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by BWS DI 's employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars ($2,000,000) for each occurrence and four million dollars ($4,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The BWS DI shall maintain and provide evidence of workers' compensation and disability coverage as required by law. Insurance shall provide for not less than thirty (30) days' notice of cancellation to Facility. BWS DI shall provide Facility with evidence of the insurance required under this paragraph upon request of the Facility. BWS DI shall promptly notify Facility of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

Student Insurance. BWS DI shall require that during the term of each student's clinical rotation, each student at its own expense shall be covered by comprehensive general and professional liability insurance to protect the student, Facility and BWS DI against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such insurance shall be with limits not less than $1 million each claim, $2 million policy aggregate, on a claim made basis including three (3) years extended reporting period.

6.0 NO RIGHTS CONVEYED TO THIRD PARTIES

Nothing contained herein is intended to convey or vest any legal right in a third party to enforce terms or conditions of this Agreement.

7.0 ASSIGNMENTS

This Agreement shall not be assigned in whole or in part without the prior written consent of BWS DI and Facility.

8.0 CONTROLLING LAW

This Agreement shall be governed by the laws of the State of California. All actions commenced to enforce this Agreement shall be filed in a court of appropriate jurisdiction located in San Diego County, California.

9.0. MODIFICATIONS

No revision or modification of this Agreement shall become effective or enforceable with respect to a party unless it is in writing and is signed by that party.

[The remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives.

Facility –
SAN YSIDRO SCHOOL DISTRICT

Name: _____

Authorized
Signature: Marilyn Adrianzen

Title: _____

Date: _____

Mailing address:

_____

_____

_____

BE WELL SOLUTIONS
DIETETIC INTERNSHIP PROGRAM, LLC

Name: _____

Authorized
Signature: _____

Title: _____

Date: _____

Mailing address:

30625 Solon Road, Suite C.,
Solon, OH 44139

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
San Ysidro Middle School
Manuel Bojorquez, Principal

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH CALIFORNIA YACHT MARINA- CHULA VISTA, LLC

BACKGROUND INFORMATION:
The San Ysidro Middle School's Associated Student Body (ASB) hosts a dance for 8th graders that will be promoting to High School. This year, the ASB voted and approved to have their 8th grade dance off site at the California Yacht Marina-Chula Vista, LLC also known as the Larue C. Thomas Bayside Pavilion. The date of the event is planned for Thursday, May 19, 2021 from 4:00 – 7:00 p.m.. Parents will be responsible for transporting their student to and from the event. The ASB Teacher and chaparones will be supervising the event.

The cost implication for this License Agreement is $900.00 for rental fee ($300.00 deposit). Other fees may apply such as catering and security.

RECOMMENDATION:
Approve the License Agreement with the California Yacht Marina-Chula Vista, LLC to occupy and use the Larue C. Thomas Bayside Pavilion for the San Ysidro Middle School's 8th grade dance to be held on Thursday, May 19, 2021 at an estimated cost of $1,500.00 from the San Ysidro Middle School's ASB funds.

LCAP GOAL AND ACTION/SERVICE:
Goal #2: SAFETY, CLIMATE, AND STUDENT ENGAGEMENT
2.2 Continue support of ASB at the middle schools.

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

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$1,500.00	ASB Funds
(Amount)	(Name of funding source and/or location)

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

CALIFORNIA YACHT MARINA-CHULA VISTA, LLC
THE LARUE C. THOMAS
BAYSIDE PAVILION

LICENSE AGREEMENT

This License Agreement ("Agreement") is made by and between California Yacht Marina – Chula Vista, LLC, a California limited liability company (hereinafter called "CYM"), and **San Ysidro School District** hereinafter called ("Permittee") who agree as follows:

1. CYM hereby grants to Permittee a license (this "license") to occupy and use the premises commonly referred to as the LaRue C. Thomas Bayside Pavilion at California Yacht Marina – Chula Vista, 640 Marina Parkway, Chula Vista, including the furniture, fixtures and equipment located therein (collectively, the "premises").

2. The premises shall be used for the purpose of a **SYMS Promotion Dance** and for no other use.

3. This license is granted for use of the premises on **May 19, 2022** commencing at **4:00 pm** and shall terminate at **7:00 pm**, however, CYM may sooner terminate and revoke this license at any time by giving written notice to Permittee stating the time and date upon which this license shall terminate. The right of CYM to revoke this license is and shall remain unconditional.

4. Upon the execution of this Agreement, Permittee shall deliver to CYM a deposit, in the amount of **$300.00** (the "Deposit"). All checks for the Deposit shall be made payable to California Yacht Marina – Chula Vista. Except as expressly provided in this paragraph 4, the Deposit shall be nonrefundable. In the event that Permittee cancels the use of the premises within seven (7) days following the date that Permittee executes this License, then the Deposit will be refunded to Permittee. **In the event that Permittee cancels the use of the premises at any time after the seventh (7th) day following the date that Permittee executes this License, then CYM shall be entitled to retain the Deposit (together with any Rental Fee paid by Permittee) as a cancellation fee.** In the event that Permittee does not cancel the use of the premises prior to the date of use, the Deposit shall be held and used as security for Permittee's faithful performance of its obligations hereunder, including, without limitation, the return of the premises in its original and clean condition. Permittee agrees that if the premises require cleaning by CYM personnel following the return of the Premises to CYM, then the time expended by CYM personnel to clean the premises will be charged to **Permittee at the rate of $50.00 per person per hour with a $250.00 minimum charge**. If Permittee fails to perform any obligation hereunder, then CYM may use, apply or retain all or any portion of the Deposit. No part of the Deposit shall be considered to be held in trust, nor shall any portion of the Deposit earn interest.

5. Permittee shall pay to CYM the sum of **$900.00** as rent (the "Rental Fee") for the use of the premises. In the event that the premises are reserved within the three (3) month period prior to the date of use of the premises, then the Rental Fee shall be paid upon execution of this license. In the event that the premises are reserved more than three (3) months prior to the date of

use of the premises, then the Rental Fee shall be paid three (3) months prior to the date of use of the premises. In the event that Permittee fails to pay the Rental Fee as provided above, CYM shall have the right to terminate this license and retain the Deposit. The Rental Fee paid to CYM shall be nonrefundable.

6. Permittee, at its own expense, shall obtain all permits or licenses, required by Federal, State, County or City laws, statutes, ordinances, rules or regulations including, but not limited to, all permits required for the sale or service of alcoholic beverages. No alcoholic beverages may be sold or served on the premises without Permittee first having secured all necessary licenses and permits.

7. Permittee shall not do or permit to be done anything that will tend to injure, mar, or in any manner damage the premises or adjacent areas and will not drive or install, or permit to be driven or installed, any nails, hooks, tacks or screws into any part of the premises and will not make or allow to be made any alterations of whatsoever kind to the premises or any equipment therein.

8. Permittee shall not sell or distribute or permit to be sold or distributed tickets or passes in excess of the seating capacity of the premises, nor admit thereto a larger number of persons than can safely and freely move about therein or than is permitted by applicable fire, police, building or safety regulations. Permittee and its invitees shall only park in such areas as may be designated by CYM.

9. CYM reserves the right to eject or cause to be ejected from the premises any objectionable person or persons; and neither CYM nor its agents and employees shall be liable to Permittee for any damages that may be sustained by Permittee through the exercise by CYM of such right.

10. No performance or event presented in the premises shall be broadcast or televised, or in any manner recorded for reproduction, without the prior written consent of CYM.

11. CYM shall not be responsible for any merchandise, i.e., food, beverages, materials, items, personal property or equipment left on the premises at any time by Permittee. CYM shall not be liable for injury or damage to the person or goods, wares, or other property of Permittee, Permittee's employees, contractors, or invitees, or any other person in or about the premises, whether such damage or injury is caused by or results from fire or from the breakage or other defects of pipes, fire sprinklers, wires or equipment, or from any other cause, whether such damage or injury results from defective conditions arising upon the premises or from other sources or places.

12. No portions of the sidewalks, entries, passages, driveways, vestibules, halls, or other means of access to or about the premises shall be obstructed or caused to be obstructed by Permittee or any of Permittee's invitees or caused or permitted to be used for any purpose other than ingress and egress to and from the premises. Any damage or injury whatsoever resulting from or in connection with the use of the premises (or adjacent areas or equipment thereon) by Permittee, or Permittee's employees, agents, contractors or invitees, shall be paid for by Permittee.

13. No flammable materials such as bunting, tissue paper, crepe paper, shall be permitted to be used for decorations and all such materials used for decorative purposes must be treated with flame proofing and must conform to applicable State, City and fire and safety regulations.

14. Permittee has inspected the premises and agrees that they are suitable for the uses permitted herein, and Permittee is using the premises in its "as is" condition.

15. Permittee agrees not to use the premises in any manner, even if the use is for the purposes enumerated herein, that will cause cancellation of any insurance policy covering any such premises or adjacent premises. No offensive or refuse matter, or any substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall ever be permitted by Permittee to be or remain, and Permittee shall prevent any such material or matter from being or accumulating upon the premises. Permittee further agrees not to keep on the premises or permit to be kept, used, or sold thereon, anything prohibited by any policy of fire insurance covering the premises or any structure erected thereon.

16. CYM and its representatives shall have the right to enter upon the premises at all reasonable times for the purpose of determining compliance with the terms and conditions of this license or for any other purpose incidental to the rights of CYM. This right of inspection imposes no obligation upon CYM to make inspections nor imposes liability for failure to make such inspections. By reserving the right of inspection, CYM assumes no responsibility or liability for loss or damages to the property of Permittee or property under the control of Permittee, whether caused by fire, water or other causes.

17. Upon the termination of this license, Permittee shall surrender possession of the premises to CYM and restore the premises to the same or as good condition, as the same were in at the time of the first occupancy thereof by Permittee.

18. Permittee shall at all times relieve, indemnify, defend, protect and save harmless CYM, CYM's members, agents, employees and affiliates, the San Diego Unified Port District, and the City of Chula Vista, from any and all claims and demands, actions, proceedings, liabilities, losses, liens, costs, judgments, civil fines and penalties of any kind and nature whatsoever, including expenses incurred in defending against legal actions, for death of or injury to persons or damage to property including property owned by or under the care and custody of CYM, that may arise from or be caused directly or indirectly by:

(a) Any dangerous, hazardous, unsafe or defective condition of, in or on the premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the premises by Permittee, its agents, employees, contractors, or invitees;

(b) Any operation conducted upon or any use or occupation of the premises by Permittee, its agents, employees, contractors, or invitees under or pursuant to the provisions of this license or otherwise;

(c) Any act, omission or negligence of Permittee, its agents, employees, contractors or invitees, regardless of whether any act, omission or negligence of CYM, its agents, employees or contractors contributed thereto; or

(d) Any failure of Permittee, its agents, employees, contractors or invitees to comply with any of the terms or conditions of this license and Agreement or any applicable Federal, state, regional, or municipal law, ordinance, rule or regulation.

Permittee also agrees to indemnify CYM and pay for all damage or loss suffered by CYM, including but not limited to damage to or loss of property and loss of CYM revenue, from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions or negligence of Permittee and its agents, employees, contractors and invitees on or about the premises. The term "persons" as used herein shall include but not be limited to employees of Permittee. Permittee's indemnification obligations under this paragraph shall survive the termination of this license.

19. Permittee shall procure and maintain at its expense and keep in force at all times during the term of this license broad form comprehensive public liability and property damage insurance (including comprehensive general liability) written by an insurance company authorized to do business in the State of California with Permittee's normal limits of liability, but not less than One Million Dollars ($1,000,000) combined single limit for injury or death arising out of each accident or occurrence and for property damage for each accident or occurrence or such other amount as CYM approve. Said limits shall be without deduction, provided that CYM may permit a deductible amount in those cases where, in it's judgment, such a deductible is justified by the net worth of Permittee. The insurance provided shall contain a severability of interest clause. In all cases, regardless of any deductible, said insurance shall contain a defense of suits provision.

20. Permittee shall also secure and maintain, either by endorsement or by a separate policy, fire legal liability insurance with a minimum limit of One Hundred Thousand Dollars ($100,000.00) covering legal liability of Permittee for damage or destruction to the buildings, structures, or facilities owned by CYM; provided, that upon (30) days prior written notice to Permittee, said minimum limit of liability shall be subject to adjustment by CYM to conform with the deductible amount of the fire insurance policy maintained by CYM. Such policy may provide for waiver of subrogation in favor or Permittee so long as permitted by CYM's fire insurance policy. CYM must be named as an additional insured in such policy.

21. Permittee shall not erect or display, or permit to be erected or displayed, on the premises any signed or advertising matter of any kind without first obtaining the written consent of CYM.

22. Permittee shall comply with all applicable laws, ordinances and regulations. In addition, Permittee shall comply immediately with any and all directives issued by CYM. This license shall be construed in accordance with California law.

23. In all cases where written notice is to be given under this license, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing. Unless changed by notice in writing from the respective parties, notice to CYM shall be addressed to CYM, 640 Marina Parkway, Chula Vista, California 91910, and notice to Permittee shall be addressed to it at the address stated in the preamble or at such address designated by Permittee in writing. Nothing herein contained shall preclude or render inoperative service of such notice in the manner prescribed by law.

24. Permittee understands and agrees that Permittee is only a licensee and has no interest in the premises. Permittee understands and agrees that the CYM reserves the unqualified and unconditional right at any time without prior notice to Permittee to withdraw the premises from Permittee's use, provided that CYM refunds to Permittee any charges previously collected for the number of days so withdrawn. Permittee understands and agrees that notwithstanding any expenditure it may have made in preparation for its use of the premises, such withdrawal from use by the CYM does not entitle Permittee or any other person to any damages or other compensation.

25. Permittee agrees that it will not allow or permit emission or transmission of any loud or raucous noise from any sound making or sound amplifying device in its possession or under its control on the premises. The words "loud or raucous noise" as used herein shall mean any sound or any recording thereof when amplified or increased by any electrical, mechanical, or other device to such volume, intensity or carrying power as to unreasonably interfere, in CYM's sole judgment, with the peace and quiet of other persons within or upon any one or more of such places or areas, or as to unreasonably annoy, disturb, impair or endanger the comfort, repose, health, or safety of other persons within or upon any one or more of such places or areas. The word "unreasonably" as used herein shall include, but not be limited to, consideration of the hour, place, nature, and circumstances of the emission or transmission of any such loud and raucous noise, in CYM's sole judgment. If Permittee fails to comply with the provisions of this paragraph, CYM may, at its option, declare this license terminated and revoked and may forthwith enter upon the premises, using all reasonable force to do so, and exclude Permittee from further use of the premises.

26. If for any reason the keys to the premises are not returned to the CYM, Permittee shall pay a charge of **$25.00**.

27. Permittee hereby acknowledges and agrees that the rent payable to CYM does not include the cost of the provision of guard service or other security measures, and that CYM shall have no obligation whatsoever to provide the same. Permittee assumes all responsibility for the protection of the premises, Permittee's agents, employees and invitees and their respective property from the acts of third parties.

28. If any party brings an action or proceeding to enforce the terms of this license and Agreement or to declare rights hereunder, the prevailing party shall be entitled to reasonable attorneys' fees.

Date: _____ CALIFORNIA YACHT MARINA – Chula Vista, LLC,
A California limited Liability Company

BY:_____

The undersigned Permittee hereby accepts and agrees to the term of the foregoing license and Agreement, and agrees to abide and be bound by and to observe each and every one of the terms and conditions thereof, including those set forth in the addendum attached hereto, if any.

PERMITTEE:

X_____ Date _____
Marilyn Adrianzen, CBO

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
(619) 428-4476
Marilyn.adrianzen@sysdschools.org

LCT-Bayside Pavilion
California Yacht Marina

APPLICATION FOR USE

Date of Event: May 19, 2022 Event Description: SYMS Promotion Dance

Name of Applicant: **San Ysidro School District**
Individual or Representative *Organization Name

Mailing Address: 4350 Otay Mesa Road,

City: San Ysidro Zip: 92173

Daytime number: (619) 428-4476 x3200 Cell Phone: (619) _____

Email Address: emily.kurtz@sysdschools.org

Hours of Actual Event Guests Arrival/Departure: 4:00 p.m. to 7:00 p.m.
(Rental is only between the hours of 10:00 a.m. and 12:00 a.m.)
A maximum of a *12:00 Midnight clean-up deadline will be assigned* unless otherwise specified.

Number of guests expected: **150**

One Day Event Insurance is required for all events. A copy of the policy must be provided to the Pavilion Manager prior to the event. See items 19& 20 in contract for details.

Each Venue Rented Separately: (Max venue capacity is 150)
Use of Pavilion Downstairs Room: Yes **X** No ___ Rental Fee: **$900**
Use of Pavilion Upstairs Room: Yes ___ No _X__ Rental Fee:_____
Use of the Courtyard requested: Yes __ No _X_ Rental Fee:_____
(Courtyard available if Pavilion Downstairs rented, not a standalone rental, for ceremonies only)
Assignment of dedicated security guard: Yes ___ No _X__ Rental Fee:_____
(Children's parties/Quinceneras/Sweet 16, Graduations will require a Security Guard. The Security guard provided through United Guard Services for $200)

Alcoholic beverages will be sold: Yes __ No X (private parties are NOT allowed to sell)
-if yes, a one-day SPECIAL DAILY LICENSE must be obtained from ABC

Type of entertainment that will be provided: **DJ Music**

Catering? Yes **X**__ No__ Name of Caterer **To be determined**

Individual(s) responsible for restoring the facility to its original condition:

Emily Kurtz, ASB Teacher (619) 428-5551
Name Telephone Number

Manuel Bojorquez, Principal (619) 428-5551
Name Telephone Number

Pavilion Requirements:

1. When decorating for your event please only use supplies that will not damage paint on walls and leave no permanent holes in the walls or tables. No Staples, Thumb Tacks or nails to be used. Damage to the walls will be charged against deposit.
2. When decorating please arrive with all the tools needed to complete decorating. Liability prevents the Marina from lending tools, ladders and supplies.
3. Rental period is 10:00am until Midnight. Midnight is the cleanup deadline and the Pavilion should be cleaned and ready to be secured by Marina staff no later than midnight. **The host(ess) is liable for an additional $200.00 per hour for any time past midnight.**
4. At the conclusion of the event all decorations and trash must be removed from the premises, so another event can be held the following day. Sweep the carpets and wipe off tables. All furniture/equipment rentals must be picked up the same day unless other arrangements are made with the Pavilion staff. Please return the Pavilion to the same condition as it was provided to you. **If the Pavilion staff has to clean after the event you will be charged a minimum cleaning fee of $250.00 and up depending on the amount of mess left behind.**
5. The Pavilion provides a basic number of tables and chairs to get your event started. Please keep tables and chairs in good condition and do not allow guests to stand on them. If a spill occurs on chair or floor please let us know so we can clean it to prevent stains.
6. No Smoking inside the premises. Smoking must be at least 25 feet away from the building.
7. Ice is sold on site if needed for your event. This can be charged against your deposit or paid on site as needed.
8. It is the responsibility of the host to ensure their guests behave appropriately and do not cause damage to the landscaping or venture into part of the venue not included in the rental.
9. Entertainment is welcome. Music must be turned down or off at 10pm as a courtesy to those living in the Marina. Mariachi's are welcome before 8pm. Live Bands are not allowed.
10. Vendors: You are free to utilize the party suppliers and caterers of your choice.
11. Guests are welcome to leave their car overnight in the parking lot if needed to ensure the safety of all.
12. Wedding and dance rehearsals are not included in the rental agreement. You are welcome to submit a request for an onsite rehearsal if it does not conflict with another event.
13. Our goal is to help you have a wonderful celebration; please let us know what we can do to help you!

Deposit of **$300.00** holds the date and is a security deposit refundable after the premises are satisfactorily returned in original condition. Full event fee of **$900.00** is due three (3) months prior to the event. **In the event of cancellation within seven (7) days of the date of this Application, the entire deposit will be refunded. The deposit is non-refundable thereafter.**

X_____ _____
Manuel Bojorquez, SYMS Principal Date

X_____ _____
Emily Kurtz, SYMS ASB Teacher Date

X_____ _____
Marilyn Adrianzen, CBO Date

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH ELEVATED CLASSROOMS

BACKGROUND INFORMATION:
ElevatEd is dedicated to building stronger school system that supports and inspires students. All packet solutions are custom designed to increase student performance, enhance teacher effectiveness and improve the school's capacity to support the leaders of tomorrow.

The training solution packages requested by our SciPhy teachers includes professional learning on trauma-informed practices and SEL to assist students' social-emotional development, resilience teaching model, strategies and 4 classroom activities for both SEL and STEM development.

Cost implications include:

- $1,350.00 ~ PD sessions
- $2,700.00 ~ Teacher coaching sessions

Term: October 1, 2021 to June 30, 2022

RECOMMENDATION:
Approve the agreement with elevatEd Classrooms to provide professional development on trauma informed practices and social-emotional learning for our SciPhy teachers at a cost not to exceed $4,050.00 from the Title I fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement – Action 1.14: Provide professional development opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics, Science, and Social Studies. Professional development includes training specifically designed to address the achievement gap for students with disabilities.

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

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$4,050.00	Title I Fund
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

Consultant Agreement

This Consultant Agreement, for the provision of services is entered into this ____ day of _____, by and between the SAN YSIDRO SCHOOL DISTRICT (hereinafter referred to as "District") and **elevatEd Classrooms** (hereinafter referred to as "Consultant") who agrees to provide the following services to the District:

1. Scope of Services.
Consultant shall provide services as described in Exhibit "A" attached hereto and made a part hereof.

2. Term of Agreement.
This Agreement shall be effective from the period commencing **October 1, 2021**, and ending **June 30, 2022**, 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.

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

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 the District for cause in the event of a material breach of this Agreement, misrepresentation by Consultant 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 Consultant a not to exceed amount of $**4,050.00**. 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-day basis from receipt and approval of submitted invoice. SYSD reserves the right to prorate any compensation based upon the services actually performed.

Invoices must be emailed to accountspayable@sysdschools.org and include details necessary for processing. Consultant will invoice the District monthly for services that have been completed in the previous month.

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 ("Requester") 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, email, 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 Requester 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 Requester'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, logos, 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.
Consultant shall comply with all provisions of Education Code section 45125.1 et seq., as applicable to the determination below. The District has completed the "Pupil Safety Provisions" below certifying the level of contact that Consultant is expected to have with District's pupils.

___ The District has determined that greater then 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. Contact the District's Human Resources Department for the required forms.

___ The District has determined that limited contact with pupils may occur under the terms of this Agreement. In lieu of fingerprinting, a District employee will provide supervision at all times when the Consultant has contact with pupils.

__ The District has determined that there will be no contact with pupils under the terms of this Agreement.

The above determination is made by _____

Signature_____Date _____
(District's Director/Department Administrator)

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 the District 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 the District's part, but to the extent required by law, excluding liability due to the District's conduct. District 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. Facilities.
All District facilities are drug, alcohol, and tobacco-free facilities. All drug, alcohol and/or tobacco (smoked or smokeless) are prohibited at all times on all areas of or within District property.

20. Notices.
All notices, legal or otherwise, 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:

CONSULTANT:	**ElevatEd Classrooms**	
Name:	Jaclyn Sarnese	
Title:		
Address:		
City/State/Zip Code:		
Telephone:	(619) 485-0710	
Email:	jaclyn@elevatedclassrooms.com	

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Cynthia Gonzales
Title:	Chief Business Official	Executive Director, Educational Services
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3019
Email:	Marilyn.adrianzen@sysdschools.org	Cynthia.gonzalez@sysdschools.org
		(Note: Teacher Elva De Baca)

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's Superintendent or Chief Business Official and by a duly authorized representative of the Consultant.

22. Governing Law and 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, employees 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 statues 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 District's Superintendent or Chief Business Official.

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.

CONSULTANT	**DISTRICT**
ElevatEd Classrooms	**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:

EXHIBIT A

elevated SEL proposal

Edited by elevatEd Classrooms
10/8/21

PROJECT DESCRIPTION

San Ysidro SciPhy has been recognized for your innovative approach to engage your diverse students in STEM & SEL. Continued professional learning is key to effective teacher leadership, especially while Reimagining School during a pandemic. SciPhy teachers display effective leadership in their acknowledgement & request for trauma-informed PD.

PROBLEM STATEMENT

The years 2020-2021 have been traumatic for students, teachers, and the Whole Educational Community. SciPhy teachers observe highly emotional students struggling to cope and regulate their emotions. Teachers want training in trauma-informed teaching strategies to meet students' needs.

PROPOSED SOLUTION

Professional learning on trauma-informed practices and SEL to assist students' social-emotional development. Resilience teaching model, strategies, and 4 classroom activities for both SEL & STEM development. 3 x 1-hour sessions on Fridays + 2 Classroom Coaching Sessions

Benefits of the Project

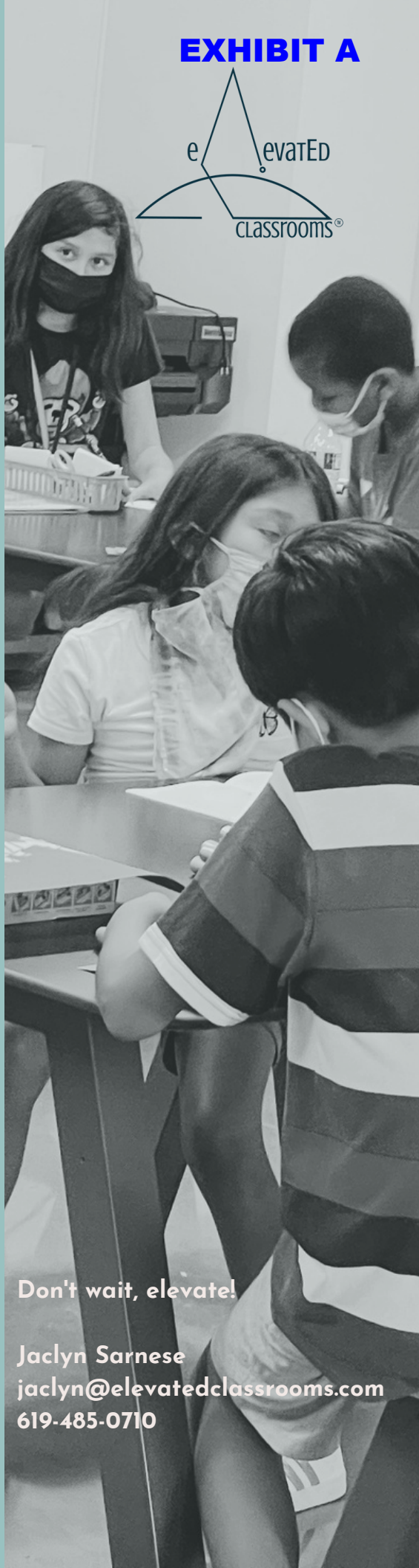
- Confident, competent teachers
- Trauma-informed pedagogy
- Effective classroom time
- Student resilience & coping
- Students' needs met & ready for academic achievement

Costs of the Project

- Project Total: $4,050
  - PD Sessions: $1,350
  - Teacher Coaching: $2,700
- Indirect Cost: 3 hours of Teacher Friday PD Time
- Formal Invoice to follow

OUR ACTION PLAN

- 10/22: SEL PD Session #1 + 1 SEL/STEM Activity - Assertiveness
  - Baseline Inventory of Strengths & Needs
- 10/25-29: SciPhy Classroom Visits (30 min. x 9 teachers)
- 10/29 SEL PD Session #2+ 2 SEL/STEM Activities - Belonging & Active Engagement
- 11/5: SEL PD Session #3 + 1 SEL/STEM Activity - Reflection
  - Post-Assessment of Strengths & Teaching Confidence
- 11/8-12: SciPhy Classroom Visits (30 min. x 9 teachers)
- 12/3 Project Progress Report Finalized



Don't wait, elevate!

Jaclyn Sarnese
jaclyn@elevatedclassrooms.com
619-485-0710

EXHIBIT A (continued)
SERVICES AND COMPENSATION

See elevatEd SEL Proposal for SYSD SciPhy Trauma-Informed Practices + STEM

Consulting Services shall be defined as:

- **Professional Learning Sessions – Cost $1,350**
  - Professional learning on trauma-informed practices and Social Emotional Learning (SEL) to assist students' social-emotional development.
    - Resilience teaching model, strategies, and 4 classroom activities for both SEL & STEM development.
    - 3 x 1-hour sessions on Fridays: 10/22, 10/29, & 11/5/21 or To Be Determined
    - Baseline Inventory of Strengths & Needs
    - Post-Assessment of Strengths & Teaching Confidence

- **Instructional Consulting – Cost $2,700**
  - 2-Classroom visits for each SciPhy teacher implementing SEL and trauma-informed practices with science
    - Evaluation of growth in trauma-informed pedagogy
    - 2 x 30-minute x 9 SciPhy Teachers = 9 hours total

- **Project Progress Report – Cost Included**
  - Evaluation of growth from Baseline to Post-Assessment of Strengths & Teaching Confidence w/ trauma-informed pedagogy, SEL + STEM

Compensation:

- $2,250 due November 30, 2021 for October Services performed by 10/29/21
  - 2 x Professional Learning Sessions + 9 x 30-min. Coaching Sessions
- $1,800 due December 15, 2021 for November Services performed by 11/12/21
  - 1 x Professional Learning Session + 9 x 30-min. Coaching Sessions

Invoices, Late Fees, and Interest:

Company will send Client Invoices for Services rendered [on October 29, 2021 and November 12, 2021]. If Client disputes any portion of the Invoice, Client must communicate said dispute to Company within 14 days of Company's provision of said Invoice, or said dispute, will be waived. Client may pay by [check, cash, ACH transfer, or wire transfer]. In the event that Client fails to timely remit any payment when due, Client shall be charged a late fee of [$25] and all past-due amounts shall accrue interest at a rate of 10% per annum or the maximum amount allowable by law.

Exhibit B
Consulting Services Agreement

This Services Agreement (this "***Agreement***") is made and entered into as of October 11, 2021 (the "***Effective Date***") by and between Jaclyn Sarnese, elevatEd Classrooms LLC (the "***Company***"), and [San Ysidro School District, a California K-12 public school district] ("***Client***") (each herein referred to individually as a "***Party***," or collectively as the "***Parties***").

This Agreement serves as Exhibit B for San Ysidro School District Consultant Agreement entered into as of the 11th day of October, by and between San Ysidro School District and elevatEd Classrooms.

[WHEREAS, Company provides professional development (PD) services to facilitate professional learning and elevate capacity in topics such as: Pedagogy, Social-Emotional Learning, STEM (science technology engineering & mathematics) Teaching and Learning, and Instructional Coaching services

WHEREAS, Client desires to contract with Company to obtain Company's services.

NOW, THEREFORE, in consideration of fees paid by Client to Company, as described herein in further detail, and in further consideration of the promises, covenants, and agreements herein contained, it is hereby agreed by and between the parties hereto as follows:

1. Employees and Contractors.

Company may enlist the services of capable employees to assist in providing Services under this Agreement. Company's employees, if any, who perform services for the Client under this Agreement shall also be bound by the provisions of this Agreement.

2. Indemnification.

Client agrees to indemnify and hold harmless Company and its affiliates and their directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (i) Client's negligent, reckless or intentionally wrongful act, (ii) Client's breach of any of the covenants contained in this Agreement and corresponding Confidential Information and Invention Assignment Agreement, (iii) any allegation that Client has violated any law, regulation, or ordinance, or (4) any third party claim arising out of or related to Company's provision of services hereunder.

3. Limitation of Liability.

IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL COMPANY'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS PAID BY CLIENT TO COMPANY UNDER THIS AGREEMENT FOR THE SERVICES, DELIVERABLES OR INVENTION GIVING RISE TO SUCH LIABILITY.

4. Disclaimer.

Company makes no representations or guarantees about the likelihood of success of Company's Services. Educational and professional development are inherently unpredictable and reliant upon various factors, including Client's contribution to the Services, Client's adherence to the protocols provided, and other factors beyond Company's control. Company is NOT ENGAGED IN RENDERING MEDICAL, HEALTH OR SIMILAR HEALTHCARE ADVICE OR SERVICES. Company does not provide independent medical advice or treatment. Company does not replace the advice of a health care professional. The information provided via the Services should not be interpreted as a substitute for consultation, evaluation or treatment by qualified healthcare professionals, and the information made available on or through the Services should not be relied upon when making medical decisions or to diagnose or treat a medical or health condition. As such, the Parties agree that no promises or guarantees have been made with regard to the outcome of the Services.

5. Mutual Non-Disparagement.

Both Parties agree not to engage in any conduct or communications with a third party, public or private, designed to disparage the other Party. Neither Party nor any of each Party's associates, employees or affiliates will directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward either Party or any of either Party's programs, affiliates, subsidiaries, employees, agents or representatives.

6. Good Faith.

Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance and any termination of this Agreement.

7. Miscellaneous Provisions.

A. ***Severability*****.** If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

B. ***Modification, Waiver.*** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the Parties. Waiver by the Company of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

C. ***Assignability.*** Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other. However, no consent is required for an assignment that occurs as a result of a business operations' sale, merger, reorganization, or otherwise.

D. ***No Third Party Rights***. The Agreement is not for the benefit of any third party and shall not be deemed to grant any right or remedy to any third party whether or not referred to in the Agreement.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Services Agreement as of the date first written above.

COMPANY [elevatEd Classrooms LLC]

Jaclyn Sarnese, [CEO]

Address for Notice:

1001 Garnet Ave, Suite 200
San Diego, CA 92109
jaclyn@elevatedclassrooms.com

CLIENT/[San Ysidro School District]

By:_____
[Marilyn Adrianzen, Chief Business Official]

Address for Notice:

4350 Otay Mesa Road
San Ysidro, CA 92173
Marilyn.adrianzen@sysdschools.org

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

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

☐ Informational
☒ Action

AGENDA ITEM: INTERDISTRICT ATTENDANCE AGREEMENTS – OCEANSIDE UNIFIED SCHOOL DISTRICT

BACKGROUND INFORMATION:
Interdistrict Attendance Agreements with neighboring school districts are submitted to the Governing Board for approval. Agreements could be valid for a minimum of 1 year up to a maximum of 5 years. If there is sufficient room in the District's school and program of desired attendance, requests will be considered provided the reasons are justifiable and in accordance with the District's Governing Board Policy. Students will have to re-apply for the interdistrict transfer on a yearly basis.

The Interdistrict Attendance Agreements with the Oceanside Unified School District will be valid for up to 5 years (2021-2026) and included the following conditions:

- Permits may be authorized with a limited term to allow attendance through the end of a grading period of school year.
- District of attendance may require reapplication for admission on annual basis.
- Once admitted, location of school site is at the discretion of the receiving school district.

RECOMMENDATION:
Approve the Interdistrict Attendance Agreement with Oceanside Unified School District for school years 2021-2026.

LCAP GOAL AND ACTION/SERVICE:
Goal 1: Student Achievement and 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)

(Name of funding source and/or location)

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

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 21 of 10, 2021, by and between the San Ysidro School District of San Diego County and the Oceanside Unified School District of San Diego County, is effective only for the school year(s) 2021 - 2026 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
   - ☑ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
   - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
   - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
   - ☑ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
   - ☑ A district of attendance may require reapplication for admission an annual basis.
   - ☑ Other, specify: SYSD requires for students to re-apply for Inter transfers annually. Location of school site, once admitted is at the discretion of the receiving district.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: San Ysidro School District	District:
Initial Approval / Denial: Pupil Services Designee	Initial Approval / Denial:
Appeal: Asssistant Superintendent/Pupil Services	Appeal:
Personal Conference: Asssistant Superintendent/Pupil Services	Personal Conference:

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature:	Signature:
Title: Chief Business Official	Title:
District: San Ysidro School District	District:
Date Approved by Governing Board: October 21, 2021	Date Approved by Governing Board:

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
Willow School
Maria Rodriguez, Principal

☐ Informational
☒ Action

AGENDA ITEM: MYSTERY SCIENCE MEMBERSHIP SUBSCRIPTION FOR WILLOW SCHOOL

BACKGROUND INFORMATION:
Mystery Science provides ready-made science mysteries for elementary school students. Each lesson contains a central mystery, discussion questions, supplemental reading, and a hands-on activity. Mystery Science makes open-and-go lessons that inspire kids to love science and assists elementary teachers without a background in science to teach lessons that entertain and inspire students.

Willow School implemented this learning tool last school year and would like to renew this membership subscription for the 2021-22 school year.

RECOMMENDATION:
Approve the Mystery Science 1 year membership subscription renewal for Willow School at the total cost of $1,499.00 from the Title I site fund.

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

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget? ☒ Yes ☐ No

Requisition # 00000007360

$1,499.00 (Amount)

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

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

Quote #141187

Quote Issued: June 11, 2021 • Quote Expires: September 30, 2021

Willow Elementary School

School Membership for 2021-2022 with US $500 discount

Membership is valid through June 30, 2022.

Includes access to all lessons for all teachers at Willow Elementary School.

Pricing Breakdown

School Membership 2021-2022 Membership period: July 1, 2021 - June 30, 2022	$1,999
$500 Discount	- $500
Grand total (USD)	**$1,499**
	Total Discount of $500

SYSD BOARD APPROVED: _____

_____

Marilyn Adrianzen, CBO

Ready to purchase?

Activate your membership immediately by submitting your purchase order or payment online: https://mysteryscience.com/order/e0743b

Purchase orders submitted by mail are accepted but take longer to process.

Financial Assistance

We never want cost to prevent teachers from teaching science. If cost is a barrier to you, please apply (only takes 5 minutes!).

To apply for financial aid, visit: https://mysteryscience.com/order/e0743b

See a mistake?

To cancel this quote, visit: https://mysteryscience.com/order/e0743b

Other questions? visit our help center at https://support.mysteryscience.com

Terms of Service: By submitting a payment or purchase order, you are agreeing to the Mystery Science Terms of Service available at mysteryscience.com/terms, the terms and conditions of which are hereby expressly incorporated herein by reference.
If you need a W-9, you can view it at mysteryscience.com/w9. Note that our W-9 lists our office mailing address, but our remit address is the Atlanta address listed below.

Remit to
Note: all purchase orders can be submitted online
Mystery Science
c/o Discovery Education, Inc
PO Box 745873
Atlanta, GA 30374-5873

Contact
(650) 550-0670
Fax provided after
submitting PO #

MYSTERY science
part of Discovery Education

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Terms of Service

Effective February 1, 2019

By accessing or using the applications and services owned or operated by Mystery Science, Inc., whether through our software app(s) or website (our "Services"), you are accepting and agreeing to be bound by the terms and conditions set forth below (these "Terms").
Certain features of our Services may be subject to additional guidelines, terms, or rules, which will be posted with those features. We reserve the right, at any time, to modify, suspend, or discontinue our Services (or any portions of them). You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuance of our Services (or any portions of them).

Creating an Account
In most cases, our Services may only be used if you have an account with us. By creating an account, you represent that (a) all required information you provide is truthful and accurate; (b) you are of legal age to agree to these Terms; and (c) your use of our Services does not violate any applicable law or regulation or these Terms. When you create an account, you will be asked to choose a user name and a password for your account or you can use your Facebook account (or other online account we support). You may not use a user name or user profile that is used by someone else or that violates these Terms. We reserve the right to reclaim any user name that violates these Terms.

Your Account is Your Responsibility. You are responsible for maintaining the confidentiality of your password and for any and all use of your account. You should notify us immediately if you suspect any unauthorized use of your account or access to your password. You may not (a) use the account of any other user; (b) allow someone else to use or share your account (except as permitted above); or (c) sell, lend, or transfer your account, temporarily or permanently, with someone else. If you violate these Terms, we reserve the right to issue you a warning, suspend or even terminate your account (along with your ability to access and use the Services).

Paid Memberships. Full, continuous access to the curriculum and lesson plans on the Services is only available with a paid membership. Limited access to the curriculum and lesson plans is available for free.
You may purchase school or district memberships on a per site basis as indicated in your applicable purchase order, which entitles all of your teachers and staff (each, a "Member") at that site to create individual accounts which they can use to access the Services from anywhere on an unlimited number of devices. Purchase of a classroom membership entitles one teacher to create an account which they can use to access the Services for a single classroom. Homeschool memberships are for a single parent to use at home. Memberships may not be reassigned, transferred, resold or sublicensed without our prior written consent. You hereby acknowledge and agree that you are responsible for ensuring that your Members sign up for their own accounts and agree to, and comply with, these Terms when they access and use the Services.

Student Access. Our Services are intended for use primarily by teachers, parents, and other educational service providers. Anyone under 13 and/or not of the age of majority ("Students") may access and use our Services only with the involvement of their parent or legal guardian, using their parent's or guardian's account.

Invited Users. As part of the Services, we may allow you to create and share a link to certain limited content and features within the Services in order to grant other individuals (including, but not limited to Students) ("Invited Users") temporary access to such content and features; provided that you ensure that any of your Invited Users who are Students utilize such temporary access only with the involvement and consent of their parent or legal guardian. You hereby acknowledge and agree that you are responsible for ensuring that your Invited Users comply with these Terms when they access and use the Services.

Privacy. Please refer to our **Privacy Policy** for information on how we collect, use and disclose information about users of our Services.

Using Our Services
As long as you comply with these Terms, you may use our Services for educational and non-commercial purposes.

Fees. We charge fees for the use of certain products or services, and for access and use of certain content and features on our Services, which are described in the Services. These fees can change at any time. By selecting these products, services and/or features, you are agreeing to pay the applicable fees assessed to your account and authorizing us (or our third-party payment processor) to charge your payment account or credit card for such purchases. You represent and warrant that you have the legal right to use all payment method(s) you provide to us. YOU HEREBY ACKNOWLEDGE AND AGREE THAT ANY AND ALL PURCHASES AND FEES PAID BY YOU TO US IN CONNECTION WITH THE SERVICES ARE FINAL AND NON-REFUNDABLE.

Links to Other Sites. Our Services may contain links to content or services provided by other companies ("Third Party Links"). These Third Party Links are not under our control, and we are not responsible for their content, services, performance, operation, availability, business practices or policies. We are providing these Third Party Links to you as a convenience but we do not imply any endorsement or recommendation of their content or services, or of any association of us with them. If you access any of these Third Party Links, you do this at your own risk and any charges or obligations you incur in your dealings with these companies, are your responsibility. The websites available through the Third Party Links are subject to their own terms and policies, including privacy and data gathering practices.

Acceptable Use and Conduct
You are responsible for your conduct when using our Services and you agree that you will use our Services in compliance with all applicable laws and regulations, including, without limitation, those related to Student privacy.

Prohibited Conduct. You agree that you will not initiate, engage in, or encourage any Prohibited Conduct in connection with your use of our Services. "Prohibited Conduct" includes doing things like: attempting to and/or interfering or disrupting any computer or network used to provide or support the Services; restricting or inhibiting any other user from using and enjoying the Services; promoting, encouraging, advocating, or providing information about illegal activities; harassing, bullying or threatening other users; impersonating another person or representing yourself as affiliated with us, our staff or our partners; soliciting passwords, account information or other personal information from other users; conducting commercial activities and/or promotions or advertisements (unless approved by us in writing); loaning your account or making it available to others; using the Services for fraudulent purposes or that violates any applicable laws and regulations; or otherwise creating liability for us.

Prohibited Content. You agree that you will not post, exchange, make available, provide, or process any Prohibited Content. "Prohibited Content" includes content that: is offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; bullies, defames, harasses or advocates stalking of, or intimidates another person; involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, or "spamming;" is false or misleading or promotes, endorses or furthers illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; infringes another person's content or rights without a license to do so; promotes, copies, performs or distributes an illegal or unauthorized copy of another person's work, whether it is protected or not, such as, presenting the work of a third party as your own (plagiarism); contains viruses, malware, or similar destructive software; or otherwise violates these Terms or creates liability for us.

Enforcement by Us. We have the right (but not the obligation) to review and delete (or modify) any content you post on our Services for any reason, including if we believe, in our sole judgment, that such content violates these Terms or is Prohibited Content, or that we believe constitutes or promotes Prohibited Conduct or otherwise threatens the safety of, or harms any other person, or creates liability for us or any other person. We reserve the right (but have no obligation) to investigate and take appropriate action, including removing content from our Services (or modifying it), suspending or terminating your account and/or suspending or terminating the provision of our Services to you, and/or reporting you to law enforcement authorities, if you violate any provision of these Terms. In order to cooperate with governmental requests, subpoenas or court orders, to protect our systems, service providers, partners, and other users, or to ensure the integrity and operation of our business and systems, we may access and disclose any information or content we consider necessary or appropriate, including your account information (i.e. name, e-mail address, etc.), IP address and traffic information, usage history, your content, and your conduct.

Ownership

You acknowledge that all intellectual property rights in our Services, including the underlying software and technology and the information and content available on our Services are owned by us and our suppliers (including other users), are protected by copyright laws throughout the world. You may not download, copy, reproduce, publish, modify, create derivative works of, reverse engineer, disassemble, decompile, adapt, distribute, transfer, or exploit the Services or any content therein, in whole or in part without our prior written authorization. We and our suppliers reserve all rights not granted in these Terms. If you provide any suggestions, ideas, feedback, or recommendations to us regarding our Services or any content in the Services ("Feedback"), you give us a worldwide, perpetual, irrevocable, fully-paid and royalty-free license to use and exploit that Feedback for any purpose and without any further obligation to you.

Termination

You can terminate your account at any time by deactivating your account or by providing notice of termination to us. Upon any termination of your account, all rights and licenses granted to you in these Terms will immediately and automatically end and you may no longer use the Services.

If you are using the Services on a free basis, we reserve the right to terminate or suspend your account or your access to any or all portions of the Services without notice at any time, for any reason, including your violation or breach of any provision in these Terms.

If you are using the Services under a paid membership, your account and access to the Services will terminate automatically and immediately at the end of the subscription term set forth on your purchase order unless you execute a new purchase order for the Services with us; provided that we reserve the right to terminate or suspend your account or your access to any or all portions of the Services without notice if you or any of your Members or Invited Users violate or breach any provision in these Terms.

Those provisions in these Terms that by their nature are intended to survive termination or expiration of these Terms will so survive, including, without limitation those sections titled: "Fees," "Links to Other Sites," "Enforcement by Us," "Ownership," "Use of the Services is at Your Own Risk," "Use of Materials is at your Own Risk," "Limitation of Liability," "Indemnification" and "General Provisions."

Use of the Services is at Your Own Risk

By using the Services, you may be exposed to information or content that might be inaccurate, incomplete, unreliable, controversial, or considered by some to be objectionable. You agree that we will not be liable in any way for any such content, such as for errors or omissions in that content, or any losses or damages incurred as a result of the use or reliance of any information or content available via the Services. The Services are provided to you "AS IS" and on an "AS AVAILABLE" basis. WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet all of your requirements or will be available on an uninterrupted, completely secure, or error-free basis.

Use of Materials is at Your Own Risk.
As part of the Services, we may recommend the use of certain materials and supplies ("Materials"). Such Materials are typically found in classrooms or commonly available but they may also be supplied by us. The use of Materials is at your own risk and you agree that we will not be liable in any way for losses or damages, including without limitation, personal injury and property damages, in connection with the use of any Materials, whether obtained by you or supplied by us.

Limitation of Liability
IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR (A) ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, (B) ANY LOSS OF USE, INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR OTHER ECONOMIC LOSS, OR (C) ANY DAMAGES FOR PERSONAL OR BODILY INJURY, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE AND REGARDLESS WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS WILL NOT EXCEED THE GREATER OF: (I) THE AMOUNT THAT YOU PAID FOR YOUR USE OF THE SERVICES IN THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO LIABILITY; OR (II) ONE HUNDRED DOLLARS ($100.00).

Exclusions
Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Indemnification
You will defend, indemnify and hold us and our officers, directors, employees and agents harmless from all claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or connected with your or your Members' or Invited Users' access to or use or alleged use of the Services or any Materials, or your or your Members' or Invited Users' violation of these Terms, including without limitation, any and all claims of personal injury, tangible or intangible property damage, death, negligence and/or strict liability arising from your use of the Services or any Materials.

General Provisions
These Terms constitute the entire agreement between us with respect to the subject matter and supersedes and merges any prior proposals, understandings and contemporaneous communications. These Terms may be amended by us from time to time. If we make material changes to these Terms, we will notify you by posting the revised Terms or notifying you through the Services or your account. Your continued use of the Services after the changes go into effect will constitute your agreement to such changes. These Terms will be governed by and construed in accordance with the laws of the State of California, without regard to or application of conflicts of law rules or principles. By using our Services you consent to personal jurisdiction and venue in the state and federal courts for San Francisco County, California for any lawsuit filed there against you by us arising from or relating to these Terms or our Services. If any part of these Terms is determined to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the remaining provisions of these Terms will remain in full force and effect.

Contacting Us
If you have any questions about these Terms, please **contact us**.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
La Mirada Elementary School
Laura English, Principal

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH NANCY FETZER'S LITERACY CONNECTIONS

BACKGROUND INFORMATION:
Under the direction of the site principal of La Mirada Elementary School, Nancy Fetzer's Literacy Connections will provide professional development and training to teachers. Training includes 12-hours of online instruction on standards-based, direct-explicit writing lessons with teaching practices and language development techniques that build the foundational skills necessary for students to become proficient writers.

Term: October 2021 to June 2022

RECOMMENDATION:
Approve the agreement with Nancy Fetzer's Literacy Connections to provide professional development services for teachers at La Mirada Elementary School at a not to exceed cost of $3,000.00 from the comprehensive support and improvement (CSI) and/or Title I funds.

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	

NOT TO EXCEED $3,000.00 (Amount)	Comprehensive Support and Improvement and/or Title I Funds (Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 22nd day of October, 2021, by and between the San Ysidro School District, hereinafter called the "District", and

Nancy Fetzer's Literacy Connections	(866) 698-9556
Company/Consultant	Telephone Number
291 Walls Valley Drive, Pontotoc, MS 38863	
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: October 22, 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. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

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

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

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

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

4.5 LAWS AND REGULATIONS
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. Insurance Section waived (Virtual Training) _____

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

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

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

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

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: 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:	**Nancy Fetzer's Literacy Connections Inc.**	
Name:	Nancy Fetzer, M.A.	
Title:	Independent Contractor	
Address:	291 Walls Valley Drive	
City/State/Zip Code:	Pontotoc, MS 38863	
Telephone:	(866) 698-9556	
Email:	Info@nancyfetzer.com	

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Cynthia Gonzalez
Title:	Chief Business Official	Executive Director, Educational Services
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3070
Email:	Marilyn.adrianzen@sysdschools.org	Cynthia.gonzalez@sysdschools.org

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT	**DISTRICT**
Nancy Fetzer's Literacy Connections	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Nancy Fetzer, M.A.	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
	Board Approved:

Revised 08-01-2020

EXHIBIT A

Nancy Fetzer's Literacy Connections

Virtual Training Agreement for Writing Strategies Grades TK-2

School:
La Mirada Elementary School
222 Avenida De La Madrid
San Ysidro, CA 92173

Format:
Twelve hours of online instruction with Nancy Fetzer, dates TBA.
6-hours for grades TK-1
6-hours for grades 2-3

Dates of Training:
Fall of 2021 and Spring of 2022

Description:
Nancy Fetzer, M.A., is a nationally recognized curriculum expert and staff development trainer. She is an award winning teacher who has authored and illustrated many books, manuals, and videos. After thirty years of research, application, and refinement, Fetzer has crafted schoolwide methods and strategies that dove-tail with any adoption or framework.

Fetzer provides standards-based, direct-explicit instruction writing lessons packed with best teaching practices and language development techniques that build the foundational skills necessary for students to become proficient writers. She demonstrates the "how-to" methods for writing implementation in today's diverse classrooms. This is not a scripted program, but a unique process that guides all students to write, listen, and speak with high-levels of proficiency.

291 Walls Valley Drive
Pontotoc, MS 38863
Phone: (866) 698-9556

#7319

580680

PRICE QUOTE

Nancy Fetzer's Literacy Connections Inc.
291 Walls Valley Dr.
Pontotoc, MS 38863

Price Quote #
8141

To	SHIP TO
San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173	La Mirada Elementary 222 Avenida De La Madrid San Ysidro, CA 92173

DATE	TERMS	VENDOR #
9/14/2021	Net 30	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
4	Web Train 3	Three Hour Training Webinar Session dates and focus TBA	750.00	3,000.00
		Sales Tax	7.75%	0.00

PQ8141

Total	$3,000.00
Payments/Credits	$0.00
Balance Due	$3,000.00

Toll Free 866.698.9556
Email info@nancyfetzer.com

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

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

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH PEAR DECK, INC. FOR A FULL PREMIUM SUBSCRIPTION ACCESS FOR VISTA DEL MAR MIDDLE SCHOOL

BACKGROUND INFORMATION:
Pear Deck is an educational technology company offering a web-based application to K-12 schools and teachers. Pear Deck is a platform for engaging every student, every day, it is easy for teachers to connect with students and deliver powerful learning moments with formative assessments and interactive questions that let them see, in real time, how every student in the class is doing.

Vista Del Mar Middle School started using Pear Deck, Inc. during the 2020-21 school year and the principal is requesting approval to renew this agreement. Services include a Full Premium Subscription Access for teachers and staff for this school year.

RECOMMENDATION:
Approve the renewal of the agreement with Pear Deck, Inc. for the Full Premium Subscription Access at Vista Del Mar Middle during the 2021-22 school year at the total cost of $2,116.40 from the Title I fund.

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

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

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$2,116.40	Title I Fund
(Amount)	(Name of funding source and/or location)

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

ORDER FORM

QUOTE # Q-156341
DATE 8/11/2021
EXPIRATION DATE 11/30/2021

Bill To
Vista Del Mar School
4885 Del Sol Blvd
San Diego, California 92154
United States

Ship To
Irene Herrera-Cevallos
Vista Del Mar School
4885 Del Sol Blvd
San Diego, California 92154-8401
United States
irene.herrera-cevallos@sysdschools.org

PearDeck, Inc.
2030 E. Maple Ave
El Segundo, CA 90245
United States

Founded by educators, Pear Deck is a platform for engaging every student, every day. Our mission and methods are backed by our experience in the classroom and our understanding of how schools and districts use technology. Pear Deck makes it easy for your teachers to connect with students and deliver powerful learning moments with formative assessments and interactive questions that let them see, in real time, how every student in the class is doing.

DESCRIPTION	Start Date	End Date	Discount	Line Total
Pear Deck Subscription	11/1/2021	10/31/2022	0%	$2,116.40
			TOTAL (USD):	$2,116.40

Terms and Conditions

Terms By signing below, the undersigned agrees to be bound by the Pear Deck Terms of Service ("Terms of Service") which are incorporated by this reference herein. Current versions of the Terms of Service are located here. The Terms of Service contain certain terms and conditions not set forth in this Order Form. Pear Deck's rights and responsibilities, and your rights and responsibilities, are as set forth in this Order Form and in the Terms of Service.

AUTHORITY

The undersigned represents and warrants that the undersigned has full power and authority to execute this Order Form and to bind the above-referenced school, district, or organization, as the case may be, to the terms of this Order Form and the Terms of Service.

INVOICES

At the election of the undersigned, invoices shall be sent on either a monthly or annual basis. Invoices shall be payable within 30 days of the Invoice date, and are considered late after that date. Late invoices incur a fee of 2% (or the highest rate permitted by law, if less) and Pear Deck services may be disabled after 60 days of non-payment.

SALES TAX EXEMPT

~~My school, district, or organization is exempt from my state's sales tax~~. (Not Applicable)

AUTOMATIC RENEWAL

Pear Deck will automatically send me an invoice 1 month before my renewal date with a cap on fee increases of no more than 7% per year. Renewal may be cancelled anytime with ("**60 days notice**") to Pear Deck.

ORDER FORM

QUOTE # Q-156341
DATE 8/11/2021
EXPIRATION DATE 11/30/2021

Next Step

Name : Marilyn Adrianzen, CBO

Signature : _____

Date : _____

PO (optional) : _____

Please send the signed quote to Angela Bell at abell@goguardian.com

FOR FOLLOW-UP QUESTIONS

Please contact our Finance Team at finance@peardeck.com

PRIVACY

Our Policy is HERE. If you have a custom Privacy Rider, please send to Privacy@peardeck.com

W9 Form: https://goo.gl/CcVw9m

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Pear Deck Terms of Service

LAST MODIFIED: NOVEMBER 12, 2018

1. YOUR RELATIONSHIP WITH PEAR DECK

1.1 Your use of Pear Deck's products, software, services and web sites (referred to collectively as the "Services" in this document) is subject to the terms of a legal agreement between you and Pear Deck. "Pear Deck" means Pear Deck Inc., whose principal place of business is at 2030 E Maple Ave, El Segundo, CA 90245, United States. This document explains how the agreement is made up and sets out some of the terms of that agreement.

1.2 These Terms of Service form a legally binding agreement between you and Pear Deck in relation to your use of the Services. It is important that you take the time to read them carefully. This legal agreement is referred to below as the "Terms".

IMPORTANT NOTE REGARDING CHILDREN

1.3 Generally. Our Site offers certain Services to schools for the benefit of the schools and their students. In providing such educational Services, we may collect personal information from students. In order to collect, use, or disclose personal information from users under 13 years of age ("Children"), we are required to comply with the Federal Trade Commission Children's Online Privacy Protection Act ("COPPA"). Please read this Children's Privacy Policy carefully as it explains (a) our practices regarding the collection, use, and disclosure of personal information from Children who use the Service, (b) the Child's parent's or guardian's ("Parent's") ability to limit the collection, use and disclosure of personal information collected from their Children, and (c) the role of the Child's school ("School") in this process.

1.4 Parents. If your Child wants to use our Services, he/she must first get an Account from her school. Please contact your Child's school for an Account. Please also review Pear Deck's Children's Privacy Policy.

1.5 Schools. If you are accepting this Agreement on behalf of a School:
(a) You represent and warrant that: (i) you have read Pear Deck's Privacy Policy; and (ii) with respect to students at your School who are Children and are using this Site ("Child Students"), the School has the authority to act as the agent of the Child Students' Parents, for the purposes of COPPA compliance, including the following purposes: (1) for receiving notice of our policies regarding the collection, use and disclosure of personal information from their Children through the Service, and any changes to such policies; (2) for providing consent to such collection, use and disclosure; (3) for revoking the foregoing consent; (4) for requesting to review the personal information collected from their Children; and (5) for requesting to delete the personal information collected from their Children.
(b) You agree to use the Service solely for the benefit of your School and the students in your School, and not for commercial purposes. If at any time your School does not have the authority to act as the agent of a Child Student's Parent, you agree to notify us immediately.
(c) You, on behalf of the School (on behalf of each Child Student's Parent), hereby (i) consent to the collection, use and disclosure of personal information of Child Students, through the Site, in accordance with the Children's Privacy Policy and (ii) agree that the Child Student's online activities are subject to these Terms of Use.

2. ACCEPTING THE TERMS

2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.
2.2 You can accept the Terms by:
(A) clicking to accept or agree to the Terms, where this option is made available to you by Pear Deck in the user interface for any Service; or
(B) by actually using the Services. In this case, you understand and agree that Pear Deck will treat your use of the Services as acceptance of the Terms from that point onwards.
2.3 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with Pear Deck, or (b) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.
2.4 Before you continue, you should print off or save a local copy of the Terms for your records.

3. LANGUAGE OF THE TERMS

3.1 Where Pear Deck has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with Pear Deck.
3.2 If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

4. PROVISION OF THE SERVICES BY PEAR DECK

4.1 Pear Deck is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which Pear Deck provides may change from time to time without prior notice to you.
4.2 As part of this continuing innovation, you acknowledge and agree that Pear Deck may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at Pear Deck's sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform Pear Deck when you stop using the Services.
4.3 You acknowledge and agree that if Pear Deck disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.
4.4 You acknowledge and agree that while Pear Deck may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by Pear Deck at any time, at Pear Deck's discretion.

5. USE OF THE SERVICES BY YOU

5.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to Pear Deck will always be accurate, correct and up to date.
5.2 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).
5.3 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by Pear Deck, unless you have been specifically allowed to do so in a separate agreement with Pear Deck. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on the Services.
5.4 You agree that you will not knowingly engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).
5.5 Unless you have been specifically permitted to do so in a separate agreement with Pear Deck, you agree that you will not reproduce, duplicate, copy, attempt to create a substitute or similar service through use of or access to, sell, trade or resell the Services for any purpose.
5.6 You agree that you are solely responsible for (and that Pear Deck has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Pear Deck may suffer) of any such breach.
5.7 You agree that you will not, and will use reasonable efforts to make sure a third party does not, use the Services to store or transfer any data that is controlled for export under any export or reexport control law or regulation. You are solely responsible for any compliance with the Health Insurance Portability and Accountability Act of 1996 and any regulations thereunder, as may be amended from time to time.
5.8 You agree that you are responsible for your own conduct and Content while using the Services and for any consequences thereof. You agree to use the Services only for purposes that are legal, proper and in accordance with these Terms.

6. BILLING AND PAYMENT

6.1 If you select a paid Services level, you may choose to subscribe and pay for the Services on either a monthly or annual basis and Pear Deck will bill the account administrator in advance for use of the Services. Pear Deck reserves the right to modify pricing at any time, provided however that Pear Deck will notify the account administrator of a paid level account by email prior to any monthly or annual price increase affecting that account. If you upgrade to a higher paid level or tier, Pear Deck will credit any remaining balance from your previous subscription payment to your new level or tier. You may choose to discontinue your paid level account at any time; however, Pear Deck does not issue refunds for unused subscription periods.
6.2 You agree to maintain valid and up-to-date billing information on file with Pear Deck. You may update this billing information at any time in your Account settings.
6.3 All payments due are in U.S. dollars unless otherwise indicated on the subscription pricing page or invoice.
a. Credit Card or Debit Card. Fees for accounts where you are paying with a credit card, debit card or other non-invoice form of payment are due at the beginning of the month for which Services will be provided to you. For credit cards, or debit cards: (i) Pear Deck will charge you for all fees when due at the beginning of each service month or year, as applicable; and (ii) these fees are considered delinquent if not received at the start of each service month or year.
b. Invoices. Payments for invoices are due thirty days after the invoice date, unless otherwise specified, and are considered delinquent after such date.
c. Renewal. For paid levels, at the end of each annual or monthly subscription period (as applicable), the Services will automatically renew for an additional year or month, respectively. If you wish to change your subscription level or term, the account administrator must change the settings in the account administration console provided as part of the Services.

d. Other Forms of Payment. Pear Deck may enable other forms of payment by making them available in the account administration and payments page. These other forms of payment may be subject to additional terms which you may have to accept prior to using the additional forms of payment.
6.4 Delinquent payments may bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. You will be responsible for all reasonable expenses (including attorneys' fees) incurred by Pear Deck in collecting such delinquent amounts, except where such delinquent amounts are due to Pear Deck's billing inaccuracies.
6.5 Pear Deck will endeavor to notify you (or in the case of a Team account, your account administrator) if your paid account has delinquent fees. If delinquent fees are not paid, Pear Deck will automatically downgrade your account to a free Pear Deck account and/or suspend your use of the Services.
6.6 You are responsible for any taxes, duties, and customs fees associated with the sale of the Services (other than Pear Deck's income tax) (collectively "Taxes"), and you will pay Pear Deck for the Services without any reduction for Taxes. If Pear Deck is obligated to collect or pay Taxes, the Taxes will be invoiced to you, unless you provide Pear Deck with a valid tax exemption certificate authorized by the appropriate taxing authority. If you are required by law to withhold any Taxes from your payments to Pear Deck, you must provide Pear Deck with an official tax receipt or other appropriate documentation to support such payments.
6.7 These billing and payment terms may not apply if you are not subscribing to the Services directly from Pear Deck.

7. YOUR PASSWORDS AND ACCOUNT SECURITY

7.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.
7.2 Accordingly, you agree that you will be solely responsible to Pear Deck for all activities that occur under your account.
7.3 If you become aware of any unauthorized use of your password or of your account, you agree to notify Pear Deck immediately at help@peardeck.com.

8. PRIVACY AND YOUR PERSONAL INFORMATION

8.1 For information about Pear Deck's data protection practices, please read Pear Deck's privacy policy at https://github.com/peardeck/policies/blob/master/privacy-policy.md. This policy explains how Pear Deck treats your personal information, and protects your privacy, when you use the Services.
8.2 You agree to the use of your data in accordance with Pear Deck's privacy policies.

9. CONTENT IN THE SERVICES

9.1 You understand that all information (such as data files, fonts, written text, computer software, music, audio files, image files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content".
9.2 You should be aware that Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to Pear Deck (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by Pear Deck or by the owners of that Content, in a separate agreement.
9.3 Pear Deck reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service.
9.4 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.
9.5 You agree that you are solely responsible for (and that neither Pear Deck nor the third party provider through whom you purchased Pear Deck has any responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which Pear Deck may suffer) by doing so.

10. PROPRIETARY RIGHTS

10.1 You acknowledge and agree that Pear Deck (or Pear Deck's licensors) and its resellers own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by Pear Deck or its resellers and that you shall not disclose such information without Pear Deck's prior written consent.
10.2 Unless you have agreed otherwise in writing with Pear Deck, nothing in the Terms gives you a right to use any of Pear Deck's or its resellers' trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.
10.3 If you have been given an explicit right to use any of these brand features in a separate written agreement with Pear Deck, then you agree that your use of such features shall be in compliance with that agreement, and any applicable provisions of the Terms.
10.4 Other than the limited license set forth in Section 13, Pear Deck acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display

on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Pear Deck, you agree that you are responsible for protecting and enforcing those rights and that Pear Deck has no obligation to do so on your behalf.
10.5 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.
10.6 Unless you have been expressly authorized to do so in writing by Pear Deck, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

11. PUBLICITY

11.1. If you have a paid or educational Pear Deck account, you agree that Pear Deck may include your company name and logo in a list of Pear Deck customers. Within thirty (30) days of receiving your written request, Pear Deck will remove such information from its web site and make no further reference to you as a customer of the Services.

12. LICENSE FROM PEAR DECK

12.1 Pear Deck gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Pear Deck as part of the Services as provided to you by Pear Deck (referred to as the "Software" below). This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Pear Deck, in the manner permitted by the Terms.
12.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by Pear Deck, in writing.
12.3 Unless Pear Deck has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

13. CONTENT LICENSE FROM YOU

13.1 You retain copyright and any other rights you already hold in Content which you submit, share, upload post or display on or through, the Services. By submitting, sharing, uploading, posting or displaying the content you give Pear Deck a worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which you submit, share, upload, post or display on or through, the Services, solely for the purpose of enabling Pear Deck to provide you with the Services in accordance with the Pear Deck Privacy Policy.
13.2 You understand that Pear Deck, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit Pear Deck to take these actions.
13.3 You confirm and warrant to Pear Deck that you have all the rights, power and authority necessary to grant the above license. You agree that you will not submit, share, upload, post or display Content on or through, the Service that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to submit, share, upload, post or display the Content and to grant Pear Deck all of the license rights granted in this Section.

14. SOFTWARE UPDATES

14.1 The Software which you use may automatically download and install updates from time to time from Pear Deck. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit Pear Deck to deliver these to you) as part of your use of the Services.

15. ENDING YOUR RELATIONSHIP WITH PEAR DECK

15.1 The Terms will continue to apply until terminated by either you or Pear Deck as set out below.
15.2 If you want to terminate your legal agreement with Pear Deck, you may do so by (a) notifying Pear Deck at any time and (b) closing your accounts for all of the Services which you use, where Pear Deck has made this option available to you. Your notice should be sent, in writing, to Pear Deck's address which is set out at the beginning of these Terms.
15.3 Pear Deck may at any time, terminate its legal agreement with you:
(A) if you have breached any provision of the Terms (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
(B) if Pear Deck is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
(C) if Pear Deck is transitioning to no longer providing the Services to users in the area in which you are resident or from which you use the service; or
(D) if the provision of the Services to you by Pear Deck is, in Pear Deck's opinion, no longer commercially viable.
15.4 Nothing in this Section shall affect Pear Deck's rights regarding provision of Services under Section 4 of the Terms.

15.5 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and Pear Deck have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 22.6 shall continue to apply to such rights, obligations and liabilities indefinitely.

16. EXCLUSION OF WARRANTIES

16.1 NOTHING IN THESE TERMS, INCLUDING SECTIONS 16 AND 17, SHALL EXCLUDE OR LIMIT Pear Deck'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
16.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."
16.3 IN PARTICULAR, Pear Deck AND ITS LICENSORS AND RESELLERS DO NOT REPRESENT OR WARRANT TO YOU THAT:
(A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS,
(B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,
(C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND
(D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.
16.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
16.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Pear Deck OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.
16.6 Pear Deck AND ITS LICENSORS AND RESELLERS FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

17. LIMITATION OF LIABILITY

17.1 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 16.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT Pear Deck AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:
(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;
(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:
(I) ANY CHANGES WHICH Pear Deck MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);
(II) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;
(III) YOUR FAILURE TO PROVIDE Pear Deck WITH ACCURATE ACCOUNT INFORMATION;
(IV) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;
17.2 THE LIMITATIONS ON Pear Deck'S LIABILITY, AND THAT OF ITS LICENSORS AND RESELLERS, TO YOU IN PARAGRAPH 17.1 ABOVE SHALL APPLY WHETHER OR NOT Pear Deck, ITS LICENSORS OR RESELLERS HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

18. COPYRIGHT POLICIES

18.1 Pear Deck does not permit infringement of intellectual property rights on its Services. Pear Deck may remove Content if it believes or has reason to believe such Content infringes on another's copyright. Without prior notice and at any time at its sole discretion, Pear Deck reserves the right to remove any Content, disable your ability to share or upload Content within the Service, or terminate your access to the Service (a) for uploading or sharing such Content in violation of these Terms of Service; or (b) if, under appropriate circumstances, you are determined to be a repeat infringer.
18.2 Pear Deck reserves the right in its sole discretion to decide whether your conduct is inappropriate and whether it complies with these Terms of Service for violations other than copyright infringement, such as, but not limited to, pornography, obscene or defamatory material, etc. Pear Deck may terminate your access for such inappropriate conduct in violation of these Terms of Service at any time and remove any such objectionable Content, without prior notice and at its sole discretion.

19. OTHER CONTENT

19.1 The Services may include hyperlinks to other web sites or content or resources. Pear Deck may have no control over any web sites or resources which are provided by companies or persons other than Pear Deck.
19.2 You acknowledge and agree that neither Pear Deck nor its licensors or resellers are responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.
19.3 You acknowledge and agree that neither Pear Deck nor its licensors or resellers are liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

20. COMMUNITY GALLERIES

20.1 The Service may contain galleries that may present third party content ("Community Galleries"). Community Galleries include without limitation the Templates Library and any other gallery that Pear Deck chooses at its discretion to make available to you. The content and information in the Community Galleries ("Gallery Content"), such as templates, was created by Pear Deck or by third parties. As between you and the creators of Gallery Content, any intellectual property or proprietary rights remain with the creators.
20.2 The Gallery Content: (a) is meant to serve as a suggestion only; and (b) is not a substitute for professional advice or specific, authoritative knowledge or direction. Pear Deck does not promise that the Gallery Content will work for your purposes, or that it is free from viruses, bugs, or other defects. The Gallery Content is provided "as is" and without warranty of any kind. You alone bear the risk of using Gallery Content. Pear Deck and its suppliers provide no express warranties, guarantees and conditions with regard to the Gallery Content. To the extent permitted under applicable law, Pear Deck excludes the implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement.
20.3 If you choose to submit Content to become part of the Community Galleries (your "Gallery Submission"), you direct and authorize Pear Deck and its affiliates to host, link to, and otherwise incorporate your Gallery Submission into the Services, and you grant Pear Deck and its end users a worldwide, royalty-free, non-exclusive license to exercise the rights in the Gallery Submission, as stated below:
(A) to reproduce the Gallery Submission;
(B) to create and reproduce derivative works of the Gallery Submission;
(C) to display publicly and distribute copies of the Gallery Submission;
(D) to display publicly and distribute copies of derivative works of the Gallery Submission.
You agree that your license to Pear Deck and Pear Deck end users will be perpetual. Furthermore, for the avoidance of doubt, Pear Deck reserves, and you grant Pear Deck, the right to syndicate the Gallery Submission submitted by you and use that Gallery Submission in connection with any of the Services offered by Pear Deck. You retain the right to stop distributing the Gallery Submission through the Pear Deck Community Galleries at any time; provided, however that any such election will not serve to withdraw the licenses granted to Pear Deck and its end users under these Terms of Service. In order to stop distributing the Gallery Submission through the Pear Deck Community Galleries, you must utilize the removal functions provided within the Services, in which case the Gallery Submission removal will be effective within a reasonable amount of time.
20.4 You represent and warrant that (a) you own or have obtained the necessary legal rights to provide all Gallery Submissions you submit through the Services, and will maintain these rights for as long as the Gallery Submission is available to Pear Deck end users; and (b) all of the Gallery Submission you submit through the Services abide by the posted Program Policies.
20.5 Pear Deck claims no ownership over any Gallery Submission you submit through the Services. You retain copyright and any other rights, including all intellectual property rights, you already hold in the Gallery Submission. You agree that you are responsible for protecting and enforcing those rights and that Pear Deck has no obligation to do so on your behalf.
20.6 You agree that you are solely responsible for (and that Pear Deck has no responsibility to you or to any third party for) any Gallery Submission that you submit. Pear Deck is not in any way responsible for the subsequent use or misuse by Pear Deck end users who access your Gallery Submission.
20.7 You hereby agree to indemnify, defend and hold Pear Deck, its resellers, partners, officers, directors, agents, affiliates, and licensors ("the Indemnified Parties") harmless from and against any claim or liability arising out of (a) any Content you submit, share, upload, post or display on or to the Service; (b) any use by Pear Deck end users of your Content; (c) any breach of or noncompliance with any representation, warranty or obligation in these Terms or applicable policies; and (d) any claim that your Content violates any applicable law, including without limitation that it infringes the rights of a third party. You shall cooperate fully in the defense of any claim. Pear Deck reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. You acknowledge that damages for improper use of the Services may be irreparable; therefore, Pear Deck is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies. This section shall take precedence only over the indemnity provision provided in any Terms.

21. CHANGES TO THE TERMS

21.1 Pear Deck may make changes to the Terms from time to time. When these changes are made, Pear Deck will make a new copy of the Terms available at https://github.com/peardeck/policies/blob/master/terms-of-service.md.
21.2 You understand and agree that if you use the Services after the date on which the Terms have changed, Pear Deck will treat your use as acceptance of the updated Terms.

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22. GENERAL LEGAL TERMS

22.1 Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.
22.2 The Terms constitute the whole legal agreement between you and Pear Deck and govern your use of the Services (but excluding any services which Pear Deck may provide to you under a separate written agreement), and completely replace any prior agreements between you and Pear Deck in relation to the Services.
22.3 You agree that Pear Deck may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.
22.4 You agree that if Pear Deck does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Pear Deck has the benefit of under any applicable law), this will not be taken to be a formal waiver of Pear Deck's rights and that those rights or remedies will still be available to Pear Deck.
22.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.
22.6 The Terms, and your relationship with Pear Deck under the Terms, shall be governed by the laws of the State of Iowa without regard to its conflict of laws provisions. You and Pear Deck agree to submit to the exclusive jurisdiction of the courts located within Iowa City, Iowa to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Pear Deck shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
Human Resources
Linda Gonzales, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: POWERSCHOOL SERVICES FOR SCHOOL YEAR 2021-22

BACKGROUND INFORMATION:
The Human Resources Department would like to renew the TalentEd license and subscription services under the existing PowerSchool Agreement that was approved in February 2020. The term of year 3 is from December 18, 2021 to December 17, 2022.

RECOMMENDATION:
Approve the renewal of the PowerSchool Subscription, Maintenance and Support Services for the TalentEd license and subscription used by Human Resources for onboarding services in the amount of $10,636.05 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

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

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$10,636.05	General Fund
(Amount)	(Name of funding source and/or location)

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

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YEAR 3 OF 4

PowerSchool
Powering Brighter Futures

150 Parkshore Dr, Folsom, CA 95630
Remit Email: vaishali.bajaj@powerschool.com
Quote Date: 6-AUG-2021
Quote #: Q-492122-1

Prepared By:	Vaishali Bajaj	Customer Contact:	David Farkas
Customer Name:	San Ysidro School District	Title:	Assistant Super Intendent
Contract Term:	12 Months	Address:	4350 Otay Mesa Road
Start Date:	18-DEC-2021	City:	San Ysidro
End Date:	17-DEC-2022	State/Province:	California
		Zip Code:	92173
		Phone #:	(619) 428-4476

Product Description	Quantity	Unit	Extended Price
Initial Term 18-DEC-2021 - 17-DEC-2022 License and Subscription Fees			
Unified Talent (TalentEd) Records	1.00	Students	USD 10,636.05

License and Subscription Totals: **USD 10,636.05**

Quote Total

Initial Term	**18-DEC-2021 - 17-DEC-2022**
Payment Total	**USD 10,636.05**

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at http://www.powerschool.com/msa/, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

DocuSign Envelope ID: B605E10D-B548-4E65-864F-E2EDF432DAF2

POWERSCHOOL GROUP LLC

Signature:

Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 26-JUL-2021

PO Number: _____

San Ysidro School District

Signature:

Printed Name: Marilyn Adrianzen

Title: Chief Business Official

Date:

Board approved: 09-09-21

9320SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
Information Management Systems
Todd Lewis, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH PRESIDIO NETWORK SOLUTIONS GROUP LCC

BACKGROUND INFORMATION:
Each year the District purchases a small block of technical support hours for our Voice Over IP (VOIP) phone system used throughout the District. This contact will provide these general technical support hours as well as hours to implement two projects. One of the projects is designed to create redundancy which will reduce the chances of phone system outages. The other project will migrate a part of the phone system off a very old, end of life piece of hardware.

This contract will provide a block of 40 hours with a Presidio engineer to implement the following:

1. To build a Cisco Call Manager Subscriber from our current Cisco Call Manager Publisher server. This work will provide redundancy. In the event that one of the main phone servers stops working (Publisher/Subscriber), the other server will take over greatly reducing the chances of an outage.
2. Migrate our current Cisco Voicemail (Unity Connection) off an very old and end of life Cisco server to newer VMware server to reduce the chances of a hardware failure.
3. Presidio to assist in other collaboration tasks as directed by the district.

RECOMMENDATION:
Approve the agreement with Presidio Network Solutions Group LCC for technical support hours at a cost of $9,320.00 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 #

$9,320.00
(Amount)

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

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

General Information			
Client Name	San Ysidro School District	**Account Manager**	Rich Eyer
Contact Name	Todd Lewis	**Solution Architect**	Chris Sanchez
Contact Phone	(619) 428-4476 ext. 3062	**Opportunity #**	1003221109545
Contact Address	4350 Otay Mesa Road San Ysidro CA 92173 US	**Date**	06-Aug-2021
Contact Email	todd.lewis@sysdschools.org	**Service Title**	**FY21/22 Block of Hours - Collab Assist**

Service Information	
Technology Area	✓ Collaboration ☐ Other: _____
Type of Request	T&M

Presidio Networked Solutions Group LLC ("Presidio", "Consultant") is pleased to provide the following services to San Ysidro School District ("Client" "District"). This Service Request defines the scope of work to be accomplished by Presidio. The tasks to be performed by Presidio are defined and the responsibilities of Presidio and Client are contained herein as well.

Description of Services

1. Presidio to resolve paging issue at Willow school
2. Presidio to build Call Manager Subscriber from Publisher
3. Presidio to migrate Cisco Voicemail (Unity Connection) off old Cisco server to newer VMware server
4. Presidio to assist in other collaboration tasks as directed by the district.

Assumptions

1. This service request supersedes all prior written or oral agreements, representations and understandings related to the subject matter hereof. Any purchase order submitted pursuant to this SOW shall be subject to the terms herein and shall not be subject to any new or different terms, including pre-printed terms on such order. All changes to this agreement must be executed in writing and accepted by both parties, as indicated by authorized signature, prior to the execution of work.
2. Modifications in project scope will necessitate a project change request (PCR).
3. This Service Request supersedes any previous scope discussion or agreement including "Vision Deck" PowerPoint proposals, emails, or verbal communications.
4. Client has read and agrees with all items contained or omitted within this Service Request.
5. Any items or tasks not explicitly listed as in-scope within this Service Request are considered to be outside of the scope and not associated with this Service Request and price.
6. Client's acceptance of all deliverables described in this agreement and of the completion of the project shall be in writing. Deliverable acceptance shall be in the form of an email or signature (as applicable) and final project acceptance shall be in the "Project Completion" form, provided by the project manager. If acceptance is refused, the Client shall provide, in writing to Presidio, a reason for refusal. Presidio shall address the issue before subsequent work is undertaken.
7. Work shall be warrantied for 30 days after completion. Product is warrantied per manufacturer warranty policies. Presidio will hold no responsibility for any changes made "after" releasing the system to the Client. Presidio expressly disclaims any liability for non-performance or the delivery of poor quality of services resulting from errors or omissions in information provided to Presidio by Client, whether or not Presidio knew or should have known of any such errors or omissions, or whether Presidio was responsible for or participated in gathering of such information.
8. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S ENTIRE LIABILITY AND EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT HEREUNDER.
9. During the term of this Agreement and for one (1) year following the completion of this project, neither party shall (a) solicit, offer to hire, or hire an employee, agent, or contractor of the other party, or (b) assist any third party who wishes to solicit, offer to hire, or hire an employee, agents, or contractor of the Other Party without a prior written consent of the Other Party.
10. PLEASE READ CAREFULLY. IT IS THE CUSTOMER'S RESPONSIBILITY TO UNDERSTAND ITS OBLIGATIONS TO ENABLE E911 SERVICE.
    10.1 **E911 SERVICE.** UNDER RULES ADOPTED BY THE FEDERAL COMMUNICATIONS COMMISSION AS WELL AS PURSUANT TO VARIOUS STATE LAWS, CERTAIN MULTI-LINE TELEPHONE SYSTEMS ("SYSTEM") MUST ENABLE E911 SERVICE BY PERMITTING CALLERS TO DIAL 911 AND BY PROVIDING CERTAIN INFORMATION ABOUT THE CALLER'S LOCATION TO EMERGENCY RESPONDERS (COLLECTIVELY, "THE E911 RULES"). CUSTOMER ACKNOWLEDGES AND AGREES

THAT THE SALE, INSTALLATION, AND/OR OPERATION OF THE SYSTEM BY PRESIDIO ARE FUNCTIONS PERFORMED BY PRESIDIO UNDER THE CONTROL AND DIRECTION OF THE CUSTOMER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT IT CONTROLS AND OVERSEES IMPLEMENTATION OF THE SYSTEM AFTER INSTALLATION AND THAT IT IS RESPONSIBLE FOR COMPLIANCE WITH THE E911 RULES.

1.2 **E911 CHARACTERISTICS.** CUSTOMER ACKNOWLEDGES THAT THE SYSTEM HAS CERTAIN CHARACTERISTICS THAT DISTINGUISH IT FROM TRADITIONAL, LEGACY, CIRCUIT-SWITCHED SERVICES. THESE CHARACTERISTICS MAY MAKE THE SYSTEM UNSUITABLE FOR SOME CUSTOMERS. CUSTOMER SHOULD CAREFULLY EVALUATE CUSTOMER'S OWN CIRCUMSTANCES WHEN DECIDING WHETHER TO RELY SOLELY UPON THE SYSTEM TO ENABLE E911 SERVICE. CUSTOMER ACKNOWLEDGES THAT IT IS CUSTOMER'S RESPONSIBILITY TO DETERMINE THE TECHNOLOGY OR COMBINATION OF TECHNOLOGIES BEST SUITED TO MEET CUSTOMER'S EMERGENCY CALLING NEEDS, AND TO MAKE THE NECESSARY PROVISIONS FOR ACCESS TO E911 SERVICE (SUCH AS MAINTAINING A CONVENTIONAL LANDLINE PHONE OR WIRELESS PHONE AS A BACKUP MEANS OF COMPLETING EMERGENCY CALLS).

1.3 **E911 LIMITATION OF LIABILITY.** CUSTOMER ACKNOWLEDGES AND AGREES THAT PRESIDIO WILL HAVE NO LIABILITY WHATSOEVER IN THE EVENT THAT: (A) CUSTOMER OR ANY OTHER CALLER USING THE SYSTEM IS UNABLE TO PLACE, OR COMPLETE, A CALL TO 911 OR ACCESS E911 SERVICE; (B) EMERGENCY RESPONDERS DO NOT RESPOND, OR DO NOT RESPOND TO THE LOCATION AT WHICH THE SYSTEM, CUSTOMER, OR CALLER IS PHYSICALLY PRESENT OR REQUIRE EMERGENCY SERVICES; OR (C) CUSTOMER FAILS TO COMPLY WITH THE E911 RULES. UNDER NO CIRCUMSTANCES WHATSOEVER WILL PRESIDIO HAVE ANY LIABILITY ASSOCIATED WITH E911 SERVICE, INCLUDING, AND WITHOUT LIMITATION, IN THE EVENT OF: (A) LOSS OF ELECTRICAL POWER; (B) LOSS OF INTERNET CONNECTIVITY; (C) DEFECTIVE OR MISCONFIGURED CUSTOMER PREMISES EQUIPMENT; (D) NETWORK CONGESTION; (E) DELAYS ASSOCIATED WITH THE DELIVERY OF CALLER LOCATION INFORMATION; (F) RESTRICTIONS CREATED BY NON-VOICE EQUIPMENT; (G) RELOCATED EQUIPMENT, INCLUDING OUTSIDE OF THE UNITED STATES; (H) THE SIMULTANEOUS USE OF ONE LINE WITH MULTIPLE PIECES OF EQUIPMENT; (I) FAILURE OF EMERGENCY RESPONSE CENTERS TO ANSWER A 911 CALL; (J) FAILURES OF ANY THIRD PARTIES THAT ARE RESPONSIBLE FOR ROUTING 911 CALLS; (K) THE USE OF NON-NATIVE TELEPHONE NUMBERS; OR (L) ANY FORCE MAJEURE EVENT. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITATION OF PRESIDIO'S LIABILITY IS A MATERIAL TERM TO THIS AGREEMENT, AND THAT IT WOULD NOT OTHERWISE ENTER INTO THIS AGREEMENT WITHOUT THIS LIMITATION, AND THAT CUSTOMER AGREES THAT THESE LIMITATIONS ARE REASONABLE.

1.4 **E911 INDEMNITY.** CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS PRESIDIO, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PARTY OR ANY CALLER USING THE SYSTEM RELATING TO E911 SERVICE, INCLUDING, AND WITHOUT LIMITATION, THE INABILITY OF A CALLER TO PLACE OR COMPLETE A 911 CALL OR THE FAILURE OF CUSTOMER TO DELIVER CUSTOMER LOCATION INFORMATION AS REQUIRED BY THE E911 RULES.

11. Time and Material engagements do not provide defined deliverables. To the extent that documentation or other task-related materials or deliverables are required, time to prepare, deliver, and review those deliverables will accrue against the hours purchased.
12. Hours for Time and Material services are best effort estimates and may require additional hours in order to satisfy the request.
13. For Time and Materials services, it is the Client's responsibility to direct the activities of the Presidio consultant through the creation of a prioritized Task List or similar documented instruction. It is recommended that this be provided to the Presidio Engineer 48 hours prior to the first day of services.
14. Time and Material Services will be invoiced monthly and will be based on actual hours incurred.
15. For hourly service, a 4-hour daily minimum applies for remote services. An 8-hour daily minimum applies for on-site services.

Client Responsibilities

1. The Client, with assistance from Presidio, shall verify operation of any installed/upgraded equipment per the predefined Verification Plan. Presidio will require the Client to witness the verification of the solution, as well as sign off on the completed verification plan.
2. Client will designate a single point of contact with authority to act on all aspects of the services provided and to coordinate the activities of internal personnel, Telco, and other circuit providers, and all non-Presidio third-party contractors as applicable.
3. Client resources and site access must be readily and/or continuously available over the engagement period.
4. The Client is responsible for having in place, active manufacturer support contracts on all devices that are the subject of this SOW.

Presidio will provide a Project Manager (PM), who will be single point of contact for all project support issues within the scope of this project. The PM is experienced in project management best practice methodologies and familiar with the technology involved. This Project Manager is responsible for timely completion of the scope, schedule and budget utilizing Presidio's Project Management Method. Included for our standard Project Management offering for this engagement are the following:

- Project kickoff (remote)
- Milestone level tracking
- Resource scheduling and oversight
- Escalation facilitation
- Working calls as required (remote)
- Project closeout (remote)

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.

Additional Insured Status

- The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

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 third-party 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 negligent acts, errors or omissions by Consultant 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.

WITH RESPECT TO THE INDEMNIFICATION OBLIGATION HEREINABOVE SET FORTH: (A) DISTRICT WILL NOTIFY CONSULTANT IN WRITING PROMPTLY UPON LEARNING OF ANY CLAIM OR SUIT FOR WHICH INDEMNIFICATION MAY BE SOUGHT HEREUNDER, PROVIDED THAT FAILURE TO DO SO SHALL NOT AFFECT THE INDEMNITY EXCEPT TO THE EXTENT THE CONSULTANT IS PREJUDICED THEREBY; (B) CONSULTANT SHALL HAVE CONTROL OF THE DEFENSE OR SETTLEMENT PROVIDED THAT THE DISTRICT SHALL HAVE THE RIGHT TO PARTICIPATE IN SUCH DEFENSE SETTLEMENT WITH COUNSEL OF ITS OWN SELECTION AND AT ITS SOLE EXPENSE, AND FURTHER PROVIDED THAT THE CONSULTANTSHALL MAKE NO ADMISSION OF LIABILTIY ON THE DISTRICT'S BEHALF WITHOUT EXPRESS WRITTEN CONSENT; AND (C) THE DISTRICT SHALL REASONABLY COOPERATE WITH THE DEFENSE, AT CONSULTANT'S EXPENSE.

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.

Locations

Work will be done at the following locations. All work will be performed remotely unless otherwise specified:

Site Name	Address	City State ZIP	On-Site / Remote Services
Primary	4350 Otay Mesa Road	San Ysidro CA 92173	Remote

Price and Payment Terms

Client agrees to provide reasonable access to facilities, equipment, and personnel necessary to complete this effort. Unless otherwise noted, all work shall be performed during normal business hours (8:00 a.m. – 5:00 p.m. M-F, excluding holidays) at the location indicated. Travel expenses are estimated and include, but are not limited to, mileage, hotels, meals, airfare, rental car, parking fees, taxis, and tolls performed in accordance with the Presidio Advance Travel Policy. Client agrees to make timely payment for services rendered, including partial payments prior to final acceptance.

Services will be provided on a time, materials, and expense basis. The Client will be invoiced at the completion of the project and/or at the conclusion of each calendar month for actual hours worked, subject to applicable minimums plus expenses. Client will not be invoiced for hours that are unused. Presidio will invoice all hours consumed and expenses accrued at the end of the month regardless of engagement status on the final day of the month. This is an estimate only.

Resource Type	Hours	Hourly Rate	OT Hours	OT Hourly Rate
Collaboration Engineer	40.00	$215.00	0.00	$322.50
Project Manager	4.00	$180.00		
			Total	**$9,320.00**

Actual Hours will be billed. Additional hours may be required to complete outlined scoped work.

Expenses

There are no anticipated travel or incidental expenses to be incurred by Presidio in association with the execution of this Statement of Work and therefore no expenses will be billed to Client.

Travel Time

Travel to and from the work site(s) by Presidio resources in association with the execution of this Statement of Work will not be charged to Client.

The scope and pricing are valid for 60 days unless otherwise noted.

MARILYN ADRIANZEN	Chief Business Official	**BOARD APPROVED 10-21-21**
Authorized Client Signature	**Title**	**Date**
Authorized Presidio Signature	**Title**	**Date**

14E.4
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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH SAN DIEGO FOOD BANK FOR THE FOOD 4 KIDS BACKPACK PROGRAM

BACKGROUND INFORMATION:
The San Ysidro School District is partnering with the San Diego Food Bank (SDFB) to bring free nutritious food to our students and their families through the Food 4 Kids Backpack Program. SDFB will provide food packages to chronically hungry elementary school students from low-income households who are at risk of hunger over the weekend when free school means are unavailable. The food bags will be stored at the school sites and distributed on a monthly basis to students who are referred to the Food 4 Kids Backpack Program. This is a great collaborative effort and a great support to students and their families in need.

The participating schools in the Food 4 Kids Backpack Program are Smythe, Sunset and Willow Elementary Schools. An agreement with the participating schools will be entered separately. The District is working diligently to have Food 4 Kids Program at all schools.

RECOMMENDATION:
Approve the Memorandum of Understanding with the Jacobs & Cushman San Diego Food Bank to have the Food 4 Kids Backpack Program at Smythe, Sunset and Willow Elementary Schools during the 2021-22 School Year. These services are provided at no cost to the students, families, and District.

LCAP GOAL AND ACTION/SERVICE:
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

Food 4 Kids Memorandum of Understanding

This Memorandum of Understanding is entered into and executed this 22nd day of October 2021 2021 by and between the Jacobs & Cushman San Diego Food Bank *Food 4 Kids* Backpack program ("FOOD BANK") and San Ysidro School District ("SCHOOL DISTRICT"); to provide weekend food packages to chronically hungry elementary school students from low-income households who are at risk of hunger over the weekend when free school meals are unavailable.

The FOOD BANK and the SCHOOL DISTRICT agree with respect to the following facts:

FOOD BANK will work with SCHOOL DISTRICT to identify the participating schools ("SCHOOLS").

The SCHOOLS selected for the *Food 4 Kids* Backpack program agree to sign a Memorandum of Understanding between the School and the San Diego Food Bank *Food 4 Kids* Backpack program.

As the facilitator of the _Food 4 Kids_ Backpack program, the FOOD BANK will:

- Deliver food bags to the SCHOOL DISTRICT warehouse, one time per month or every other week, depending on agreed delivery schedule.
- Discuss ideas/suggestions pertaining to the improvement and/or overall effectiveness of the program.
- Provide off site support for the program and provide monitoring of the program

  Any neglect, violation or abuse of the program may result in the following:

  1. Written warning - with visit from Food Bank Coordinator
  2. Probation period - 60 to 90 days
  3. Inactivate - unable to participate in remainder of program for that school calendar year
  4. Terminate - no longer eligible to participate in *Food 4 Kids*

As the distributor of the *Food 4 Kids* Backpack program, the SCHOOL DISTRICT will:

- Delivery physical, fabric backpacks provided by the FOOD BANK to the SCHOOLS at the start of the school year.
- Deliver food bags to the enrolled SCHOOLS one time per month or every other week, depending on agreed delivery schedule. SCHOOL DISTRICT will deliver all Food 4 Kids boxes on a schedule to allow schools to distribute food to students on a weekly basis.
- Storage of food bags will be in a secure location and at least 6" off the floor. The SCHOOL DISTRICT will rely on individual school personnel to maintain accurate enrollment lists and manage distribution processes
- Receive pre-assembled food bags from the San Diego Food Bank at no cost. The SCHOOL DISTRICT understands that the food received for the *Food 4 Kids* Backpack program can only be used for that purpose and that the food and backpacks cannot be sold, used for other school programs, used for fundraisers, given to staff, or used for any other purpose other than to provide weekend food to food-insecure children.

Marilyn Adrianzen, CBO

Signature of SCHOOL DISTRICT Representative — Date — Board approved:

FOOD BANK Programs Representative — Date

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: ADDENDUM NO. 1 TO THE AGREEMENT WITH STANLEY CONVERGENT SECURITY SOLUTIONS INC. FOR SECURITY ALARM UPGRADES

BACKGROUND INFORMATION:
Stanley Convergent Security Solutions, Inc. has been providing services to all of our district sites for the past several years. Their services include the installation, repairs, and monitoring of the security systems.

The District would like to renew the agreement with Stanley for another 5-years. The Schedule of Service and Protection (Equipment and Services) includes upgrades/refurbish of the existing security alarm systems at district facilities. Term: July 1, 2021 to June 30, 2026.

- District Office
- SYMS
- La Mirada (2)
- Ocean View Hills
- Maintenance & Operations
- Sunset
- Smythe (2)
- PreK & CDC
- Willow (3)
- Vista Del Mar

Addendum No. 1 – Add Backup Radio RCode communication for Sonitrol Flexibase and Flexip for La Mirada and Smythe Schools at no additional cost to the District.

RECOMMENDATION:
Approve/Ratify Addendum No. 1 to the 5-year Professional Services Agreement with Stanley Convergent Security Solutions, Inc. for upgrades to the security alarm systems at La Mirada and Smythe Elementary Schools at no additional cost to the District.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

ANNUAL COST

$55,461.24	General Fund
(Amount)	(Name of funding source and/or location)

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

Schedule of Service and Protection

(Equipment & Services)

ADDENDUM NO. 1

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND LA MIRADA ELEMENTARY SCHOOL - SAN YSIDRO ELEMENTARY SCHOOL DISTRI ("CUSTOMER") AGREE ON THIS 22ND DAY OF SEPTEMBER, 2021, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 222 AVENIDA DE LA MADRID, SAN YSIDRO, CA 92173-1508. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT HTTPS://WWW.STANLEYSECURITY.COM/LEGAL.THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: La Mirada - RADIO RCODE ONLY
Quote: Q-230989
Quote Date: September 22, 2021
Investment Type: Direct Sale

System Information

System Type: Intrusion - Traditional
Primary System:
Secondary Systems:

Customer to Provide

Equipment

Quantity	Part Number	Description

Existing Equipment

Quantity	Asset Name	Asset Description

Services

Selected or Quantity	Service Name	Service Description
1.00	BCKUP COMM FLXIBS FLEXIP MED 25MB CELL D	BACKUP COMMUNICATION FOR SONITROL FLEXIBASE AND FLEXIP ONLY, MEDIUM ACTIVITY - 25MB CELLULAR DATA PLAN FOR IBR600

Equipment Notes

Theory of Operation

THIS PROJECT IS TO PROGRAM THE SONITROL TEMP PROBE MONITORING WITH CELL BACK UP

THE PANEL WILL COMMUNICATE WITH IP AND CELL BACK UP

STANLEY Convergent Security Solutions, Inc. License Information (as of 03-02-2021): **AK** 1003300; 104891: **AL** 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: **AZ** ROC204975: **AR** 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: **CA** 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: **CT** ELC.0184651-L5: **DE** 04-158; FAL-0001: **FL** EF20001345: **GA** 439701: **HI** 36390**; IA** AC-211: **ID** 015830; 022726-AA-4: **IL** 127001274: **KY** 338 (Louisville): **LA** F1162; F875; F1277; 61931: **MA** 12737A: **MD** 107-1828; 259: **MI** 5103423; 3601207680: **MN** TS001238: **MS** 19207-SC; 15024172: **MT** FPL-BEL-000132: **NC** 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; **ND:** 35031 Class C Contractor – contract limit not to exceed $300,000 **NH** 0424-C; **NJ** 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; **NM** 374554: **NV** F401 E350; 0071024; **NY** 12000293169, Licensed by NYS Dept. of State: **OH** 53-89-1512: **OK** 953: **OR** 161567: **PA** 032736: **RI** 9448A; TSC 4996; **SC** FAC3387; BAC5501: **TN** 1180; 1448; 1650; 1446; 2026, CE-D 65528: **TX** ACR2639; ECR1821; B02140: **UT** 5704068-6501: **VA** 2705087235A, 11-5481: **WA** STANLCS925MZ: **WV** 045298: **WI** 969322: **WY** LV-G-23879

(Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

****Please check with your consultant for additional service options.**

STANLEY Convergent Security Solutions, Inc. License Information (as of 03-02-2021): **AK** 1003300; 104891: **AL** 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: **AZ** ROC204975: **AR** 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: **CA** 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: **CT** ELC.0184651-L5: **DE** 04-158; FAL-0001: **FL** EF20001345: **GA** 439701: **HI** 36390**; IA** AC-211: **ID** 015830; 022726-AA-4: **IL** 127001274: **KY** 338 (Louisville): **LA** F1162; F875; F1277; 61931: **MA** 12737A: **MD** 107-1828; 259: **MI** 5103423; 3601207680: **MN** TS001238: **MS** 19207-SC; 15024172: **MT** FPL-BEL-000132: **NC** 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; **ND:** 35031 Class C Contractor – contract limit not to exceed $300,000 **NH** 0424-C; **NJ** 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; **NM** 374554: **NV** F401 E350; 0071024; **NY** 12000293169, Licensed by NYS Dept. of State: **OH** 53-89-1512: **OK** 953: **OR** 161567: **PA** 032736: **RI** 9448A; TSC 4996; **SC** FAC3387; BAC5501: **TN** 1180; 1448; 1650; 1446; 2026, CE-D 65528: **TX** ACR2639; ECR1821; B02140: **UT** 5704068-6501: **VA** 2705087235A, 11-5481: **WA** STANLCS925MZ: **WV** 045298: **WI** 969322: **WY** LV-G-23879

Investment Type: Direct Sale

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Months from the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: Add/Upgrade
Warranty Duration:
Escalation Information: 3% after 12 Months

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Total Installation Price*:	$0.00USD
Up-front Deposit*:	$0.00
Payment Plan*: Balance Due Upon Completion*:	$0.00

Monthly Service Charges

*Total Monthly Fee**:	*$0.00USD*
Payment Frequency:	*Monthly*

Prices do not include taxes

STANLEY Convergent Security Solutions, Inc.

Customer: LA MIRADA ELEMENTARY SCHOOL - SAN YSIDRO ELEMENTARY SCHOOL DISTRI

Sam Hicks
Security Representative

Customer (Sign)

Security Consultant
Security Representative Title

Customer (Print)

STANLEY Authorized Manager (Sign)

Title

STANLEY Authorized Manager (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

STANLEY Convergent Security Solutions, Inc. License Information (as of 03-02-2021): **AK** 1003300; 104891: **AL** 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: **AZ** ROC204975: **AR** 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: **CA** 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: **CT** ELC.0184651-L5: **DE** 04-158; FAL-0001: **FL** EF20001345: **GA** 439701: **HI** 36390**; IA** AC-211: **ID** 015830; 022726-AA-4: **IL** 127001274: **KY** 338 (Louisville): **LA** F1162; F875; F1277; 61931: **MA** 12737A: **MD** 107-1828; 259: **MI** 5103423; 3601207680: **MN** TS001238: **MS** 19207-SC; 15024172: **MT** FPL-BEL-000132: **NC** 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; **ND:** 35031 Class C Contractor – contract limit not to exceed $300,000 **NH** 0424-C; **NJ** 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; **NM** 374554: **NV** F401 E350; 0071024; **NY** 12000293169, Licensed by NYS Dept. of State: **OH** 53-89-1512: **OK** 953: **OR** 161567: **PA** 032736: **RI** 9448A; TSC 4996; **SC** FAC3387; BAC5501: **TN** 1180; 1448; 1650; 1446; 2026, CE-D 65528: **TX** ACR2639; ECR1821; B02140: **UT** 5704068-6501: **VA** 2705087235A, 11-5481: **WA** STANLCS925MZ: **WV** 045298: **WI** 969322: **WY** LV-G-23879

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:	4350 OTAY MESA RD	4350 OTAY MESA RD	4350 OTAY MESA RD
City	SAN YSIDRO	SAN YSIDRO	SAN YSIDRO
State/Province	CA	CA	CA
Country	United States	United States	United States
Zip/Postal Code	92173-1617	92173-1617	92173-1617
Attention			
Billing Contact			
Billing Phone	6194284476	6194284476	6194284476
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

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Schedule of Service and Protection

(Equipment & Services)

ADDENDUM 1

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AND SMYTHE AVE ELEMENTARY SCHOOL - SAN YSIDRO ELEMENTARY SCHOOL DISTRI ("CUSTOMER") AGREE ON THIS 22ND DAY OF SEPTEMBER, 2021, THAT SCSS SHALL PROVIDE THE SERVICES DESCRIBED BELOW AT 1880 SMYTHE AVE, SAN YSIDRO, CA 92173-1518. ALL WORK, EQUIPMENT, AND SERVICES ARE SUBJECT TO THE DETAILS SET FORTH HEREIN AND TO THE TERMS AND CONDITIONS OF THE FOLLOWING AGREEMENT(S) BETWEEN THE PARTIES, IN ORDER OF PRECEDENCE: 1) ANY CURRENT MASTER AGREEMENT; AND/OR 2) ANY CURRENT AGREEMENT DIRECTLY RELATED TO THE SITE. IF SUCH AGREEMENT(S) ARE NOT IN EFFECT, ARE INAPPLICABLE, OR DO NOT CONTAIN MONITORING SERVICES TERMS AND CONDITIONS, ALL WORK, EQUIPMENT, AND SERVICES WILL BE SUBJECT TO THE TERMS AND CONDITIONS FOUND AT HTTPS://WWW.STANLEYSECURITY.COM/LEGAL.THIS SCHEDULE OF SERVICE AND PROTECTION, AND THE PRICES QUOTED HEREIN, SHALL EXPIRE IF NOT EXECUTED BY CUSTOMER WITHIN SIX (6) MONTHS OF THE QUOTE DATE LISTED BELOW, AFTER WHICH TIME SCSS MAY REVISE THE PRICING FOR THE EQUIPMENT AND/OR SERVICES SET FORTH HEREIN.

Solution: SMYTHE RADIO RCODE ONLY
Quote: Q-230992
Quote Date: September 22, 2021
Investment Type: Direct Sale

System Information

System Type: Intrusion - Traditional
Primary System:
Secondary Systems:

Customer to Provide

Equipment

Quantity	Part Number	Description

Existing Equipment

Quantity	Asset Name	Asset Description

Services

Selected or Quantity	Service Name	Service Description
1.00	BCKUP COMM FLXIBS FLEXIP MED 25MB CELL D	BACKUP COMMUNICATION FOR SONITROL FLEXIBASE AND FLEXIP ONLY, MEDIUM ACTIVITY - 25MB CELLULAR DATA PLAN FOR IBR600

Equipment Notes

Theory of Operation

THIS PROJECT IS TO PROGRAM THE SONITROL TEMP PROBE MONITORING WITH CELL BACK UP

THE PANEL WILL COMMUNICATE WITH IP AND CELL BACK UP

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(Advanced Service Options)

In addition to the equipment and services provided for above, the following advanced service recommendations are offered and available as an additional measure of security. By selecting an option(s) below and executing this page, you are agreeing to the provision of such services pursuant to the same terms and conditions set forth above and at the prices listed herein.

****Please check with your consultant for additional service options.**

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Investment Type: Direct Sale

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Months from the date hereof and shall thereafter renew as set forth in the Agreement to which this Schedule of Service and Protection ("SOSP") is a Schedule ("the Agreement").

Transaction Information: Add/Upgrade
Warranty Duration:
Escalation Information: 3% after 12 Months

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

The quantities and prices reflected in this SOSP are based upon the estimated number of components specified in blueprints, site surveys, and/or other information provided by Customer and the options selected by Customer. The equipment and scope above are expected to cover the cost of installation as quoted herein. Subject to the terms of the Agreement, SCSS reserves the right to submit Change Orders and to recover any additional costs not previously quoted. Such costs include but are not limited to, for example, additional costs that arise as a result of 1) any change to the scope of work or equipment stated in this SOSP; 2) extensions of time outside of SCSS's direct control; 3) changes in architecture, including IT infrastructure, that were not anticipated in this SOSP; 4) the undisclosed presence of asbestos and/or other environmental, health, and/or safety hazards; and/or 5) any faulty non-SCSS equipment that impacts the performance of the solution proposed by SCSS.

Unless expressly agreed otherwise in the Agreement, SCSS shall have the right to submit invoices for progress payments based on percentage work completed.

Total Installation Price*:	$0.00USD
Up-front Deposit*:	$0.00
Payment Plan*: Balance Due Upon Completion*:	$0.00

Monthly Service Charges

*Total Monthly Fee**:	*$0.00USD*
Payment Frequency:	*Monthly*

Prices do not include taxes

STANLEY Convergent Security Solutions, Inc.

Customer: SMYTHE AVE ELEMENTARY SCHOOL - SAN YSIDRO ELEMENTARY SCHOOL DISTRI

Sam Hicks
Security Representative

Customer (Sign)

Security Consultant
Security Representative Title

Customer (Print)

STANLEY Authorized Manager (Sign)

Title

STANLEY Authorized Manager (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer:

STANLEY Convergent Security Solutions, Inc. License Information (as of 03-02-2021): **AK** 1003300; 104891: **AL** 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: **AZ** ROC204975: **AR** 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: **CA** 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: **CT** ELC.0184651-L5: **DE** 04-158; FAL-0001: **FL** EF20001345: **GA** 439701: **HI** 36390**; IA** AC-211: **ID** 015830; 022726-AA-4: **IL** 127001274: **KY** 338 (Louisville): **LA** F1162; F875; F1277; 61931: **MA** 12737A: **MD** 107-1828; 259: **MI** 5103423; 3601207680: **MN** TS001238: **MS** 19207-SC; 15024172: **MT** FPL-BEL-000132: **NC** 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; **ND:** 35031 Class C Contractor – contract limit not to exceed $300,000 **NH** 0424-C; **NJ** 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; **NM** 374554: **NV** F401 E350; 0071024; **NY** 12000293169, Licensed by NYS Dept. of State: **OH** 53-89-1512: **OK** 953: **OR** 161567: **PA** 032736: **RI** 9448A; TSC 4996; **SC** FAC3387; BAC5501: **TN** 1180; 1448; 1650; 1446; 2026, CE-D 65528: **TX** ACR2639; ECR1821; B02140: **UT** 5704068-6501: **VA** 2705087235A, 11-5481: **WA** STANLCS925MZ: **WV** 045298: **WI** 969322: **WY** LV-G-23879

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:	4350 OTAY MESA RD	4350 OTAY MESA RD	4350 OTAY MESA RD
City	SAN YSIDRO	SAN YSIDRO	SAN YSIDRO
State/Province	CA	CA	CA
Country	United States	United States	United States
Zip/Postal Code	92173-1617	92173-1617	92173-1617
Attention			
Billing Contact			
Billing Phone	6194284476	6194284476	6194284476
Billing ID			
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

STANLEY Convergent Security Solutions, Inc. License Information (as of 03-02-2021): **AK** 1003300; 104891: **AL** 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682: **AZ** ROC204975: **AR** 032977; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600: **CA** 848019 - C10; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814: **CT** ELC.0184651-L5: **DE** 04-158; FAL-0001: **FL** EF20001345: **GA** 439701: **HI** 36390**; IA** AC-211: **ID** 015830; 022726-AA-4: **IL** 127001274: **KY** 338 (Louisville): **LA** F1162; F875; F1277; 61931: **MA** 12737A: **MD** 107-1828; 259: **MI** 5103423; 3601207680: **MN** TS001238: **MS** 19207-SC; 15024172: **MT** FPL-BEL-000132: **NC** 23471-SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 3101 Industrial Drive, Ste 104, Raleigh, NC 27609 (919)788-5320; **ND:** 35031 Class C Contractor – contract limit not to exceed $300,000 **NH** 0424-C; **NJ** 1074485; 659423; Burglar Alarm Business Lic. # 34BX00022000; **NM** 374554: **NV** F401 E350; 0071024; **NY** 12000293169, Licensed by NYS Dept. of State: **OH** 53-89-1512: **OK** 953: **OR** 161567: **PA** 032736: **RI** 9448A; TSC 4996; **SC** FAC3387; BAC5501: **TN** 1180; 1448; 1650; 1446; 2026, CE-D 65528: **TX** ACR2639; ECR1821; B02140: **UT** 5704068-6501: **VA** 2705087235A, 11-5481: **WA** STANLCS925MZ: **WV** 045298: **WI** 969322: **WY** LV-G-23879

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 2 TO THE TOM SILVA CONSULTING AGREEMENT

BACKGROUND INFORMATION:
Tom Silva Consulting provides professional school facilities planning services and serves as a facility advisor, providing guidance and support on school facility planning, construction and communication plans. Mr. Silva is knowledgeable of the District's facilities and processes.

Amendment No. 2 – to include other facilities related projects authorized by the Superintendent or Chief Business Official. Increase new contract not to exceed amount from $10,000 to $15,500.

RECOMMENDATION:
Approve Amendment No. 2 to 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 $15,500.00 from the 2012 COPS refunding resources.

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	

CONTRACT NOT TO EXCEED $15,500.00 (Amount)

2012 COPS Refunding Resources (Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

AMENDMENT NO. 2

The Professional Services Agreement between San Ysidro School District (District) and Tom Silva Consulting was entered on August 14, 2020, to provide Professional School Facilities Planning consulting services.

Amendment No. 2 is as follows:

- SECTION NO. 3: ADDITIONAL SERVICES
  - Other facilities related projects authorized by the Superintendent or Chief Business Official.

All other Terms and Conditions of the Agreement dated August 14, 2020 and Amendments remain the same.

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

Tom Silva Consulting	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Print Name, Title	Marilyn Adrianzen, Chief Business Official Print Name, Title
Date:	Date
	Ratified: 10-21-21 Board Approved

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH REGENTS OF THE UNIVERSITY OF CALIFORNIA SAN DIEGO

BACKGROUND INFORMATION:
The County of San Diego provided funding to UCSD to conduct the Safer at School Early Alert (SASEA) Pilot Program to determine the effectiveness of promising new methodologies and technologies for detecting the presence of COVID-19 infection in a school or childcare facility early, prior to the symptoms showing up, to prevent large-scare outbreaks that would necessitate the shutting down of school/childcare and endanger the health of staff and children and their families.

As part of this Pilot and at no cost to the District, UCSD personnel will test wastewater and surfaces for viral particles, which new research has shown can be detected up to one week before any symptoms occur for an individual infected with COVID-19.

The District has elected to enroll its elementary and middle schools to participate in the SASEA Pilot for school year 2021-22.

Term: October 1, 2021 to June 30, 2022

RECOMMENDATION:
Approve the Memorandum of Understanding with Regents of the University of California San Diego to conduct the Safer at School Early Alert (SASEA) Pilot Program for 2021-22 at no cost to the District.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

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

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

MEMORANDUM OF UNDERSTANDING
BETWEEN SAN YSIDRO SCHOOL DISTRICT
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, SAN DIEGO FOR THE SAFER AT SCHOOL EARLY ALERT ("SASEA") PILOT

This Memorandum of Understanding ("MOU") is entered into as of October 1, 2021, by and between the SAN YSIDRO SCHOOL DISTRICT ("District") and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, SAN DIEGO AND ITS HERBERT WERTHEIM SCHOOL OF PUBLIC HEALTH ("UCSD"), for the purpose of the Safer At School Early Alert ("SASEA") Pilot. The District and UCSD are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the County of San Diego provided funding to UCSD to conduct the SASEA Pilot, which will be administered by UCSD personnel, to determine the effectiveness of promising new methodologies and technologies for detecting the presence of COVID-19 infection in a school or childcare facility early, prior to the symptoms showing up, to prevent large-scale outbreaks that would necessitate the shutting down of school/childcare and endanger the health of staff and children (and their families).

WHEREAS, as part of the SASEA Pilot, UCSD personnel will test wastewater for viral particles, which new research has shown can be detected up to one week before any symptoms occur for an individual infected with COVID-19.

WHEREAS, as part of the SASEA Pilot, the wastewater at participating schools and child care centers will be tested daily for evidence of COVID-19. In addition, all consenting children and adults at the participating sites will be tested weekly during the first phase of the Pilot using non-invasive diagnostic COVID-19 tests (either through a gentle swab of the lower part of the nostril or through saliva) and will provide testing as needed in the second phase of the pilot. The Pilot program allows these services to be provided to the District and its community at no charge to the District.

WHEREAS, the District has elected to enroll its participating school sites, listed in Section A, to participate in the SASEA Pilot at this time.

WHEREAS, the purpose of this MOU is to provide UCSD personnel access to District property and facilities in order to permit the SASEA Pilot to be implemented at the selected school sites.

NOW, THEREFORE, in consideration of the Recitals and the terms and conditions set forth in this MOU, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree and mutually understand as follows:

TERMS

A. **Term**. The Parties agree that the following District school sites will participate in the SASEA Pilot from October 1, 2021 through June 30, 2022 unless terminated earlier pursuant to the terms of this MOU:

School Site	Address
Ocean View Hills Elementary School	4919 Del Sol Blvd, San Diego, CA 92154
Smythe Elementary School	1880 Smythe Ave, San Ysidro, CA 92173
Sunset Elementary School	3825 Sunset Lane, San Ysidro, CA 92173
Willow Elementary School	226 Willow Road, San Ysidro, CA 92173
La Mirada Elementary School	222 Avenida De La Madrid, San Ysidro, CA 92173
Vista del Mar Middle School	4885 Del Sol Blvd., San Diego, CA 92154
San Ysidro Middle School	4345 Otay Mesa Road, San Ysidro, CA 92173

UCSD shall be provided access to District property and facilities to collect the samples contemplated by the SASEA Pilot through the SASEA monitoring devices and other data collection. Samples will be collected from the Devices by UCSD personnel and thereafter transported from the participating school sites to a UCSD lab by UCSD personnel. Upon request, the District agrees to provide UCSD personnel with all reasonable access needed to District property and facilities consistent with District school site safety procedures.

B. **Installation of Monitoring Devices**. Within 14 days of execution of this MOU, UCSD personnel will work with District staff to install monitoring devices in the wastewater outflows from the participating school sites identified in Section A above (hereafter, the "Monitoring Devices"). Samples will be collected from the Monitoring Devices by UCSD personnel and thereafter transported from the participating school sites to a UCSD lab by UCSD personnel. Upon request, the District agrees to provide UCSD personnel with all reasonable access to the Monitoring Devices.

C. **Reserved.**

D. **COVID-19 Testing.** The Parties agree that District staff will work with UCSD personnel to provide access to the District's participating school sites when an environmental positive is detected. UCSD will conduct COVID-19 testing of all individuals who consent to receiving COVID-19 diagnostic tests. If necessary, testing by UCSD personnel will be permitted on more than one day per week, if, for example, the participating school site has some students or District staff who are only available on certain days. Results of the testing will be shared with the tested individuals (or the children's parents), and the County's public health officials will share any positive test results with District staff.

E. **Community Engagement.** The District agrees to work with UCSD to obtain consents, distribute surveys and recruit participants for the feedback discussions with UCSD personnel as part of the SASEA Pilot.

F. **Campus And Student Safety**.

1. **Compliance with District Policies and Procedures.** The Parties agree to fully comply with all policies and procedures of the District with regard to campus/site security and safety. The Parties further agree to ensure that all UCSD personnel, employees, consultants, and volunteers participating in the SASEA Pilot will comply with all policies and procedures of the District with regard to campus/site security and safety.

2. **Fingerprinting Requirements.** The Parties agree that if deemed necessary by the District, all UCSD personnel who will have access to the participating District school sites for the term of the SASEA Pilot shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting and background checks of all personnel, employees, consultants, or volunteers who may have contact with the District's students, including but not limited to compliance with the requirements of Section 45125.1. The District shall coordinate compliance with these requirements with UCSD personnel if necessary.

G. **Indemnification**.

1. UCSD shall indemnify, defend, and hold the District, its directors, officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or breach of law, or willful misconduct of UCSD, their personnel, officials, officers, employees, agents, consultants or contractors in the performance of the SASEA Pilot under this MOU, including the payment of reasonable attorneys' fees.

2. The District shall indemnify, defend, and hold UCSD, their directors, officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or

breach of law, or willful misconduct of the District, its personnel, officials, officers, employees, agents, consultants or contractors in the performance of the SASEA Pilot under this MOU, including the payment of reasonable attorneys' fees.

H. **Insurance.** For the term of this MOU, UCSD shall each at all times maintain or cause to be maintained appropriate self-insurance coverage necessary for the SASEA Pilot program. UCSD shall provide the District with evidence of the amounts and types of coverage that are in place for the program. It is expressly understood, however, that the coverages required under this MOU shall not in any way limit the liability of UCSD.

I. **Dispute Resolution.** Any disputes arising under this MOU which cannot be resolved informally by the Parties within ninety (90) days shall be submitted to non-binding mediation.

J. **Notices.** All written notices to be given under this MOU shall be given by first class mail, personal delivery, overnight mail or email pdf. to the Parties at the addresses set forth below, or at such address as the Party may provide to the other Parties in writing from time to time. Notice shall be effective either (a) upon transmission by facsimile transmission or other form of telecommunication; (b) 48 hours after deposit in the United States mail, postage prepaid; or (c) otherwise, upon actual receipt. The Parties may, by written notice to the other Parties, from time to time modify the addresses or numbers to which communications are to be given hereunder.

If to the District:	San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173 Attention: Chief Business Official
If to UCSD:	University of California, San Diego Health Sciences 9500 Gilman Drive, MC 0602 La Jolla, CA 92093-0602 Attention: Chief Operating Officer

K. **Amendment.** No modification, waiver, amendment, discharge or change of this MOU shall be valid unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

L. **Termination.** This MOU may be terminated by any of the Parties by giving ten (10) day's written notice to the other Parties. Within ten (10) days of the termination of this MOU, UCSD personal shall remove the Monitoring Devices installed at the participating school sites.

M. **Binding Effect.** This MOU shall be binding upon and inure to the benefit of the Parties and their respective heirs, administrators, representatives, successors and assigns.

N. **Entire Agreement.** This MOU constitutes the entire agreement between and among the Parties and supersedes all prior written or oral agreements.

O. **Counterparts**. This MOU may be executed in separate counterparts, none of which need contain the signatures of all parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. Telecopied or scanned signatures will be deemed to have the same effect as an original.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the date first herein above written.

SAN YSIDRO SCHOOL DISTRICT

By: _____
(Authorized Representative)

Printed Name: Marilyn Adrianzen

Title: Chief Business Official

Date: _____

Board approved/ratified: 10-21-21

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, SAN DIEGO

By: _____
(Authorized Representative)

Printed Name: Gene Hasegawa

Title: Chief Operating Officer
UC San Diego Health Sciences

Date: 10/4/21

OSAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
Human Resources
Glenn Heath, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH UNIVERSITY OF DENVER

BACKGROUND INFORMATION:
The San Ysidro School District will enter into an agreement with the University of Denver Morgridge College of Education for the purpose of providing field placements for educational and on-the-job training experiences that would be beneficial to graduate students of the Morgridge College of Education School Counseling Denver Program.

Term: October 23, 2021 to October 22, 2022 with 4 automatic 1-year renewal periods.

RECOMMENDATION:
Approve the agreement with the University of Denver Morgridge College of Education in order to provide field placements for graduate students of the Morgridge College of Education School Counseling Denver Program at no cost to the district.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – 1.5 Staffing

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

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	
N/A (Amount)	N/A (Name of funding source and/or location)	

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

School Counseling@Denver Program
1999 E. Evans Ave.
Denver, CO 80208
https://morgridge.du.edu/
Phone: (303) 871-2832
Email: Stacy.Pinto@du.edu

University of Denver Morgridge College of Education
School Counseling@Denver Program
AGENCY AFFILIATION AGREEMENT

The University of Denver Morgridge College of Education ("School") and San Ysidro School District ("Agency") enter into this Agency Agreement ("Agreement") for Agency to provide field placements for educational and on-the-job training experiences that would be beneficial to graduate students of the Morgridge College of Education School Counseling@Denver Program. The parties hereby agree as follows:

1. This Agreement will become effective on the date last signed ("Effective Date") and will remain in effect for a period of one year. This Agreement shall automatically renew up to four (4) one-year periods upon each anniversary of the Effective Date, unless earlier terminated upon 60 days written notice by either party. Any termination by Agency shall not be effective, at the election of School, as to any student then participating in a field placement under this Agreement until said student has completed the field placement for that academic term.

2. Agency and School will mutually agree on student assignments and the accepted level of academic preparation required for each student.

3. Agency and School mutually agree to follow the standards and guidelines of field instruction as outlined in the prevailing School Counseling@Denver Program Internship Handbook ("Internship Handbook"), found at https://morgridge.du.edu/handbooks-forms/ and incorporated into this Agreement by reference. Updates to the Internship Handbook will become effective upon publication to the above website. School will notify Agency by email of any material changes to the Internship Handbook impacting the Agency prior to the change being published and becoming effective. Agency's acceptance of students for field placement constitutes Agency's agreement to be bound by the Internship Handbook and any changes/updates thereto.

4. Each party agrees that no student in a field placement will be deemed to be an employee of School or Agency. Each party agrees that the primary purpose of the placement is for the students' learning. It is further understood that the student shall not at any time replace or substitute for any Agency employee. Student shall not be compensated or receive any benefits (including workers' compensation) from Agency.

5. School agrees with the provisions of California Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice and will inform students that they will be required to comply with the same. School's students shall not be permitted to have any contact with Agencies pupils until such time as Student has verified in writing to the District that they have complied with Education Code Section 45125.1.

6. All Agency facilities are drug and tobacco-free facilities, any drug, alcohol and/or tobacco/vape use (smoked or smokeless) is prohibited at all times on all areas of the Agency's facilities.

7. Agency shall keep confidential any student records obtained or created by Agency in accordance with the requirements of the Family Education Rights and Privacy Act (20 U.S.C. § 1232 g) ("FERPA") and the rules and regulations promulgated thereunder and School's FERPA policy, found at https://www.du.edu/registrar/privacy/index.html.

8. Each party agrees to comply, at its own expense, with the provisions of all state, local, federal and tribal laws, regulations, ordinances, requirements and codes which are applicable to this Agreement.

9. Nothing contained in this Agreement shall be construed to create a joint venture, partnership, agent or employment relationship as between School/Student and Agency.

10. Indemnification: Parties mutually agree to protect, save, defend, indemnify and hold harmless each other, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by either Party, Parties' agents, officers, employees, subcontractors, or independent contractors hired by Parties under this Agreement. The only exception to responsibility to protect, save, defend and hold harmless is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of either Party. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by negligent Party.

11. Insurance: School shall maintain commercial general liability insurance or self-insurance acceptable to the Agency in the minimum amounts of $1,000,000 per occurrence, $2,000,000 general aggregate and shall furnish proof thereof in the form of a certificate of insurance.

12. All Coverages. Insurance policy required by this Agreement shall not be suspended, voided, reduced in limits or canceled except after thirty (30) days prior written notice or ten (10) days' notice for nonpayment premium. Should any insurance policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days written notice to Agency, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives, and any failure to comply with reporting or other provisions of the policies, shall not affect coverage provided to Agency, its directors, officials, officers, employees, agents and volunteers.

13. Governing Law: This Agreement shall be governed by and construed in accordance with the law 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.

14. Neither party has the authority to act for the other party, or to bind the other party in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the other party.

15. The parties agree that in the performance of this Agreement there will be no discrimination against students, employees, or other persons related to race, color, sex, religion, creed, age, national origin, sexual orientation, disability, gender expression, gender identity, genetic background, veteran status or marital status.

16. 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 personal service, email or U.S. Mail, mailed certified mail with return receipt requested to the following:

School:	Agency:
	Linda Gonzales Executive Director of Human Resources 4350 Otay Mesa Road San Ysidro, CA 92173 Linda.gonzales@sysdschools.org (619) 428-4476

17. The person signing for each party below represents that s/he has the proper signature authority to bind his/her respective party to the terms of this Agreement.

SCHOOL:
University of Denver
Morgridge College of Education
MSC@Denver Program
1999 E. Evans Ave.
Denver, CO 80208

Name: Dr. Karen Riley, Ph.D.
Title: Dean, Morgridge College of Education

Signature: _____
Date: _____

AGENCY:
Name: San Ysidro School District
Address: 4350 Otay Mesa Road
San Ysidro, CA 92154

Name: Marilyn Adrianzen
Title: Chief Business Official

Signature: _____
Date: _____
Board approved: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
Laura English, Principal
La Mirada Elementary

☐ Informational
☒ Action

AGENDA ITEM: SERVICE AGREEMENT WITH WILDA STORM FOR THE WRITE UP A STORM WORKSHOP AT LA MIRADA ELEMENTARY

BACKGROUND INFORMATION:
Write Up a Storm provides support through professional development, demonstration lessons, and coaching for all levels of personnel: District-level administrators, principals, leaders, teachers, and support staff. The Write Up A Storm! ® System provides instructions for building competent, confident writers. This comprehensive system aligns with Common Core Writing Standards, including sub-components such as: Writing process, a variety of text types (e.g., argumentative, opinion, explanatory, informational and narrative) and elements of writing.

The principal at La Mirada Elementary is requesting approval to ratify the agreement with Wilda Storm for the Write Up A Storm! Training sessions for Close Reading and Text Depending Writing, which will benefit teachers and students in grades 3rd thru 6th. The training package includes a total of 4 sessions.

RECOMMENDATION:
Ratify the service agreement with Wilda Storm for the Wilda's Writing Workshop to be offered at La Mirada Elementary at the total cost of $10,000.00 from the CSI fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal 1- Student Achievement, Action 1.9 - Continue to provide supplemental programs and resources (educational software, 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	0000007322

$10,000.00	CSI Fund
(Amount)	(Name of funding source and/or location)

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

Wilda's Writing Workshop
Increase Your Students' Writing Proficiency
Wilda Storm, M.S.

EXHIBIT A

PERFORMANCE AGREEMENT

This agreement is entered into between San Ysidro School District / La Mirada Elementary School (hereinafter called San Ysidro School District) and Wilda Storm, (hereinafter called Independent Contractor).

San Ysidro School District and Independent Contractor agree:

1. SERVICE TO BE RENDERED BY THE INDEPENDENT CONTRACTOR:

Teacher Training in: **Write Up A Storm!® - Close Reading & Text Dependent Writing**

Location of Service: La Mirada Elementary School
222 Avenida De La Madrid
San Ysidro, CA 92173

2. PERIOD COVERED BY THIS AGREEMENT:

Date: Four (4) days: October 11, 18, 25, 26, 2021

3. FINANCIAL ARRANGEMENTS: 4 (Four) Total Days @ $2,500 per day per consultant
(Not to Exceed $10,000)

- Required teacher manuals / materials to be purchased separately through DoveTail House Publishing.
- SYSD will be invoiced monthly for service rendered during a said month. Invoices are due within 30-60 days upon receipt.
- Any invoices past due after 60 days may be subject to a delinquency fee.

3. **San Ysidro School District / La Mirada Elementary School** understands and agrees that all of the Storm Educational Enterprises, Inc. *WRITE UP A STORM!®©* books, manuals, materials such as training packets, curriculum maps/planning guides, power points, coaching observation tools, and/or strategies both paper and electronic on-line (digital), are Trademarked and copyrighted. Copying, adapting, or duplication of the books, manuals, materials, and strategies without prior written permission from Independent Contractor, Wilda Storm, would constitute copyright infringement and infringement upon intellectual properties. Reproduction of the above mentioned materials for an entire school system, presentation, or distribution to other entities outside of **La Mirada Elementary School** is strictly forbidden. All rights reserved. No part of the aforementioned material protected by this copyright may be reproduced in any form by any means, electronic or mechanical (digital), including photocopying, recording, or by any electronic information storage and retrieval system such as district intranet or storage platforms. Uploaded materials may be subject to a per-student user's and licensing fee upon the discretion of the Independent Contractor, Wilda Storm.

Wilda Storm
Contractor – Wilda Storm
P.O. Box 501995
San Diego, CA 92150-1995

October 8, 2021
Date

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

10/12/2021
Date

Board approved/ratified
10-21-21

P.O. Box 501995 • San Diego, CA 92150 • (858) 668-1771 • wilda@san.rr.com

STORM EDUCATIONAL ENTERPRISES, INC.
Professional Development & Educational Consulting Services

Wilda Storm, M.S.
Educational Consultant

DBA: WILDA'S WRITING WORKSHOP

ADDENDUM TO WILDA'S WRITING WORKSHOP

PERFORMANCE AGREEMENT DATED 09/16/2021
(See Exhibit A)

Wilda Storm (Consultant)
And
San Ysidro School District (District)

Term: October 2021

Both the Consultant and the District (Parties) agree to the following:

Indemnification and Insurance

- Consultant/District agree to the following:

1. *Indemnification.* Consultant will hold harmless, indemnify, and defend the District and all its representatives from and against claims resulting from a negligent or wrongful act, error or omission by Consultant or his/her representatives in the performance of this Agreement.

2. *Indemnification.* District will hold harmless, indemnify, and defend the Consultant and all its representatives from and against claims resulting from a negligent or wrongful act, error or omission by District or his/her representatives in the performance of this Agreement.

3. *Insurance.* Consultant will procure and maintain the following types of insurance with coverage limits complying , at a minimum, with the limits set forth below.

General Liability	Bodily Injury and Property Damage	$1,000,000 Amount
Auto Liability	Bodily Injury and Property Damage	$100,000/$300,00 Amount
Worker Compensation	Statutory Requirement	

The Consultant shall provide to the District, Certificates of Insurance naming the **SAN YSIDRO SCHOOL DISTRICT** as Certificate Holder.

Initials: District MA Consultant WS

P.O. Box 501995 ■ San Diego, CA 92150-1995 ■ Phone & Fax (858) 668-1771
wilda@san.rr.com ■ www.writeupastorm.com

Continuation of:

ADDENDUM TO WILDA'S WRITING WORKSHOP

PERFORMANCE AGREEMENT DATED 09/16/2021
(See Exhibit A)

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made

CONSULTANT

DBA Wilda's Writing Workshop
Firm Name

Wilda Storm
Signature of Authorized Agent

Wilda Storm, Contractor
Print Name, Title

10/12/2021
Date

DISTRICT

San Ysidro School District
Firm Name

Signature

Marilyn Adrianzen, CBO
Print Name, Title

10/12/2021
Date

Board Approval: 10-21-21

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AMENDMENT NO. 2 TO THE XEROX MRC SMART TECHNOLOGY SOLUTIONS AGREEMENT FOR COPIERS

BACKGROUND INFORMATION:
On October 10, 2019, the Governing Board approved the agreement with Xerox for copiers located located at: District Print Shop, Business Services, Administration and Human Resources. On September 9, 2021, the Board approved a replacement copier for Sunset School.

Amendment No. 2 - Lease of new equipment for San Ysidro Middle School, Educational Services and the Maintenance, Operations, Transportation and Facilities Office (MOTF) for the remainder of the the original contract (2021-2024). The cost implications are based on fixed rates for equipment and include consumable supplies for all prints *(supplies, service calls, analyst support, staples and automatic toner shipments).*

RECOMMENDATIONS:
Approve/Ratify Amendment No. 2 to the Xerox, MRC Smart Technology Solutions Agreement for copier equipment and copy print charges at an estimated cost of $21,156.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
AMEND NO. 2 $21,156.00 (Amount)	General Fund (Name of funding source and/or location)	

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

SYMS

Lease Agreement

xerox™

Customer: SAN YSIDRO SCHOOL DISTRICT

BillTo: SAN YSIDRO SCHOOLS
4350 OTAY MESA RD
SAN YSIDRO, CA 92173-1685

Install: SAN YSIDRO SCHOOL DISTRICT
SAN YSIDRO, CA 92173

State or Local Government Negotiated Contract : 072812700

Amendment No. 2
Original Contract Date: 10-13-2019

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. B8155H2 (XEROX B8155H2)	- Office Finisher - Customer Ed - Analyst Services	Lease Term: 38 months Purchase Option: FMV	9/15/2021

Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. B8155H2	$180.37	1: Black and White Impressions	All Prints	$0.0046	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	$180.37	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.

Signer: Marilyn Adrianzen Phone: (619)428-4476

Signature: Marilyn Adrianzen Date: 9/24/21

Thank You for your business!
This Agreement is proudly presented by Xerox and

Marya Khoja
(619)372-8324

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

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Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. OVERSIZE PRINTS. Each print made on the following Equipment: B8155H2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

PRICING PLAN/OFFERING SELECTED:

5. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

6. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

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MOTF
ED Serv

Lease Agreement

xerox™

Customer: SAN YSIDRO SCHOOL DISTRICT

BillTo: SAN YSIDRO SCHOOL DISTRICT
4350 OTAY MESA RD
SAN YSIDRO, CA 92173-1685

Install: SAN YSIDRO SCHOOL DISTRICT
4350 OTAY MESA RD
SAN YSIDRO, CA 92173-1685

State or Local Government Negotiated Contract : 072812700

Amendment No. 2
Original Contract Date: 10-13-2019

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. C8155H2 (XEROX C8155H2)	- Office Finisher - Customer Ed - Analyst Services	Lease Term: 38 months Purchase Option: FMV	8/27/2021
2. C8155H2 (XEROX C8155H2)	- Office Finisher - Customer Ed - Analyst Services	Lease Term: 38 months Purchase Option: FMV	8/27/2021

Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. C8155H2	$188.18	1: Black and White Impressions	All Prints	$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	$0.0446	

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 3 pages including this face page.

Signer: Marilyn Adrianzen Phone: (619)428-4476

Signature: _____ Date: 9/24/21

Thank You for your business!
This Agreement is proudly presented by Xerox and

Marya Khoja
(619)372-8324

For information on your Xerox Account, go to
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xerox™

Monthly Pricing (Cont'd)

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
2. C8155H2	$188.18	1: Black and White Impressions	All Prints	$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	$0.0446	
Total	$376.36	Minimum Payments (Excluding Applicable Taxes)			

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Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. OVERSIZE PRINTS. Each print made on the following Equipment; C8155H2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

PRICING PLAN/OFFERING SELECTED:

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GENERAL TERMS & CONDITIONS:

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: FIRST QUARTERLY COMPLAINT REPORT FOR WILLIAM'S SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2021-22

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 July 1, 2021 to September 30, 2022, 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 first quarter from July 1, 2021 to September 30, 2022 of the 2021-22 school year for submission to the San Diego County Office of Education.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal No. 2: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 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: October 21, 2021

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

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

☐ Informational
☒ Action

AGENDA ITEM: AMERICAN RESCUE PLAN – HOMELESS I PROGRAM GRANT AWARD

BACKGROUND INFORMATION:
The American Rescue Plan (ARP) Homeless I Program is authorized in section 2001(b)(1) of the American Rescue Plan Act of 2021. These funds supplement the Education for Homeless Children and Youth (EHCY) Program and the uses of funds are governed by EHCY allowability. Uses of funds may include, when responding to the impact of the COVID-19 pandemic, expenses that are reasonable and necessary to facilitate the identification, enrollment, retention, and educational success of homeless children and youth. Grantee are encouraged to award contracts to community-based organizations to help identify and support historically underserved populations experiencing homelessness. Funds must be expended by September 30, 2024.

The District was awarded the American Rescue Plan – Homeless I Program Grant in the amount of $64,690.60. The funds are made contingent upon the availability of funds and may be amended. These funds will be used to provide supplemental services for our homeless children and youth.

Term: July 1, 2021 to September 30, 2024

RECOMMENDATION:
Accept the Grant Award in the amount of $64,690.80 for the American Rescue Plan – Homeless I Program to supplement the education of homeless children and youth.

LCAP GOAL AND ACTION/SERVICE:
Goal 2: Climate, Safety and Student Engagement – Action: 2.10: Continue to provide a Foster Youth/Homeless Manager to support students and parents and to monitor student progress.

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2021-2022 Budget? ☐ Yes ☐ No

Requisition #

Revenue	American Rescue Plan Grant Award
$64,690.60	
(Amount)	(Name of funding source and/or location)

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

California Department of Education
Fiscal Administrative Services Division
AO-400 (REV. 09/2014)

ORIGINAL

RECD ADMINISTRATION
SEP 20 '21 AM9:29

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
San Ysidro Elementary 4350 Otay Mesa Road San Ysidro, CA 92173-1617	21	15564	68379	01
Attention Gina Potter, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office San Ysidro Elementary	Resource Code	Revenue Object Code		37
Telephone 619-428-4476	5632	8290		INDEX
Name of Grant Program American Rescue Plan- Homeless I Program				0510

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$64,690.60		$64,690.60		7/1/21	9/30/24

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency
84.425W	S425W210005	American Rescue Plan - Homeless Children and Youth	U.S. Department of Education

I am pleased to inform you that you have been funded for the American Rescue Plan (ARP) Homeless I Program.

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

Please return this *original,* signed Grant Award Notification (AO-400) and a yearly Budget Request within 10 days to:

Shoshannah Fuentes, Associate Governmental Program Analyst
Integrated Student Support and Programs Office
California Department of Education
1430 N Street, Suite 6208
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title
Shoshannah Fuentes	Associate Governmental Program Analyst
E-mail Address sfuentes@cde.ca.gov	**Telephone** 916-319-0384
Signature of the State Superintendent of Public Instruction or Designee ▸ Tony Thurmond	**Date** September 3, 2021

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
Gina Potter	Superintendent
E-mail Address Gina.Potter@sysdschools.org	**Telephone** (619) 428-4476
Signature ▸ Gina Potter	**Date**

Grant Award Notification (Continued)

1. The ARP Homeless I Program is authorized in section 2001(b)(1) of the American Rescue Plan Act of 2021. ARP-Homeless Children and Youth funds, which includes the ARP Homeless I Program, supplements the Education for Homeless Children and Youth (EHCY) program, and the uses of funds are governed by EHCY allowability. Uses of funds may include, when responding to the impact of the COVID-19 pandemic, expenses that are reasonable and necessary to facilitate the identification, enrollment, retention, and educational success of homeless children and youth. Grantees are encouraged to award contracts to community-based organizations to help identify and support historically underserved populations experiencing homelessness. The grantee must expend these funds by September 30, 2024.

2. Each fiscal year the grantee **must** submit a Budget Request and two semi-annual expenditure reports. The final year, a third expenditure report will be required. Expenditure reporting period and due dates are:

Reporting Period:	**CDE Due Date:**
(ER 1) July 1st, through December 31st	January 31st
(ER 2) January 1st, through June 30th	July 31st
(Final ER) July 1, 2024, through September 30, 2024	October 31, 2024

Failure to submit the required reports by the due dates will result in a billing for the entire amount of funds advanced. If the grantee is charging indirect, it must be reflected on each expenditure report. The grantee cannot wait until the end of the grant to charge indirect for the entire grant period. The calculation of the subtotal times the indirect must be to-the-penny. No rounding is allowed. **All** fiscal forms will be emailed to the grantees.

3. Budget changes that are more than 10 percent in each line item require advance approval from the California Department of Education (CDE). If the grantee wishes to change an approved budget, a Budget Change Request (BCR) must be submitted. All BCRs must be submitted **before** May 15 of each fiscal year. Please email **all** fiscal forms to Shoshannah Fuentes, at the email address shown on the front of this Grant Award Notification (AO-400).

4. The CDE will disburse funds to the grantee in three payments. The initial payment of 70 percent will be disbursed after receipt of the signed AO-400 and approved Budget Requests. The second payment of 20 percent will be disbursed after receipt of the first semi-annual expenditure report, due January 31st. The final payment of up to 10 percent will be disbursed after the grantee has submitted the Final ER due no later than October 31, 2024.

5. Each year grantees will have to submit an Annual Evaluation and Progress Report that will include, but not be limited to, the number of students served, activities and services provided, areas of need or improvement, and program and/or student outcomes.

6. The grantee must comply with the requirements that pertain to sub-grantees in Title 34 of the *Code of Federal Regulations (CFR)* Part 80. Cash disbursements of federal funds must be limited to the actual immediate cash requirements of the grantee. In addition, 34 *CFR* Section 80.21 requires the grantee to promptly, but at least quarterly, remit to the federal agency any interest greater than $100 per year earned on payments. When reporting and remitting federal interest to the CDE, a grantee should specify their Data Universal Numbering system number, the time period associated with the interest earned, and the federal program resource code. Please send interest on federal cash balances to the CDE at the following address:

California Department of Education
Attention: Cashier's Office
P.O. Box 515006
Sacramento, CA 95851

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

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

☐ Informational
☒ Action

AGENDA ITEM: EDUCATION FOR HOMELESS CHILDREN AND YOUTH PROGRAM GRANT AWARD FOR 2021-22 FISCAL YEAR

BACKGROUND INFORMATION:
The Education for Homeless Children and Youth (EHCY) Program is authorized under Title VII-B of the McKinney-Vento Homeless Assistance Act and is administered by the California Department of Education (CDE).

The District was awarded the Education for Homeless Children and Youth (EHCY) Program Grant for FY 2021-22. The intent of this funding is to implement some of the new provisions within the Every Student Succeeds Act (ESSA) as it relates to the EHCY Program as well as for countywide activities, such as professional development and technical assistance to all local homes liaisons that are required to identify and meet the needs of homeless children and youth. The funds are made contingent upon the availability of funds and may be amended. The award for fiscal year 2021-22 is estimated at $73,050.00.

RECOMMENDATION:
Accept the Grant Award in the total amount of $73,050.00 for the Education for Homeless Children and Youth Program to implement new provisions as it relates to homeless children and youth.

LCAP GOAL AND ACTION/SERVICE:
Goal 2: Climate, Safety and Student Engagement – Action: 2.10: Continue to provide a Foster Youth/Homeless Manager to support students and parents and to monitor student progress.

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2020-2021 Budget? ☐ Yes ☐ No

Requisition #

Revenue	
$73,050.00	EHCY Grant Award
(Amount)	(Name of funding source and/or location)

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

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
San Ysidro Elementary 4350 Otay Mesa Road San Ysidro, CA 92173-1617 ORIGINAL	FY	PCA	Vendor Number	Suffix
	21	14332	68379	00
Attention Gina Potter, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office San Ysidro Elementary	Resource Code		Revenue Object Code	37
Telephone 619-428-4476	5630		8290	INDEX
Name of Grant Program Education for Homeless Children and Youth				0510

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$73,050.00		$73,050.00		7/1/21	6/30/22

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency
84.196A	S196A210005	Education for Homeless Children and Youth	U.S. Department of Education

I am pleased to inform you that you have been funded for the Education for Homeless Children and Youth Program.

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

Please return this original, signed Grant Award Notification (AO-400) and a 2021–22 Budget Request to:

Shoshannah Fuentes, Associate Governmental Program Analyst
Integrated Student Support and Programs Office
California Department of Education
1430 N Street, Suite 6208
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title
Shoshannah Fuentes	Associate Governmental Program Analyst
E-mail Address sfuentes@cde.ca.gov	**Telephone** 916-319-0384
Signature of the State Superintendent of Public Instruction or Designee ▸ Tony Thurmond	**Date** September 27, 2021

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
E-mail Address	**Telephone**
Signature ▸	**Date**

Grant Award Notification (Continued)

1. The Education for Homeless Children and Youth (EHCY) Program is authorized under Title VII-B of the McKinney-Vento Homeless Assistance Act (42 *U.S.C.* Section 11431 et seq.). The intent of this funding is to implement some of the new provisions within the Every Student Succeeds Act (ESSA) as it relates to the EHCY Program as well as for countywide activities, such as professional development and technical assistance to all local homeless liaisons that are required to identify and meet the needs of homeless children and youth. The grantee is **required** to attend the annual Coordinator's Meeting. Failure to attend may result in a billing for the entire amount of grant funds advanced. The grantee must expend these funds by June 30, 2022. Carryover of EHCY funds is not allowed.

2. The grantee **must** submit two semi-annual expenditure reports. Reporting period and due dates are:

Reporting Period:	**CDE Due Date:**
(ER 1) July 1, 2021, through December 31, 2021	January 31, 2022
(ER 2) January 1, 2022, through June 30, 2022	July 31, 2022

Failure to submit the required reports by the due dates will result in a billing for the entire amount of funds advanced. If the grantee is charging indirect, it must be reflected on each quarterly report. The grantee cannot wait until the close of the grant to charge indirect for the entire grant period. The calculation of the subtotal times the indirect must be to-the-penny. No rounding is allowed. **All** fiscal forms will be emailed to the grantees.

3. Budget changes that are more than 10 percent of the grant amount require advance approval from the California Department of Education (CDE). If the grantee wishes to change an approved budget, a 2021–22 Budget Change Request (BCR) must be submitted. All BCRs must be submitted **before** May 15, 2022. Please email **all** fiscal forms to Shoshannah Fuentes at the email address shown on the front of this Grant Award Notification (AO-400).

4. The CDE will disburse funds to the grantee in three payments. The initial payment of 70 percent will be disbursed after receipt of all signed AO-400s and approved Budget Requests. The second payment of 20 percent will be disbursed after receipt of the first semi-annual expenditure report, due January 31, 2022. The final payment of up to 10 percent will be disbursed after the grantee has submitted the close-out expenditure report, due July 31, 2022.

5. The grantee must comply with the requirements that pertain to sub-grantees in Title 34 of the *Code of Federal Regulations (CFR)* Part 80. Cash disbursements of federal funds must be limited to the actual immediate cash requirements of the grantee. In addition, 34 *CFR* Section 80.21 requires the grantee to promptly, but at least quarterly, remit to the federal agency any interest greater than $100 per year earned on payments. When reporting and remitting federal interest to the CDE, a grantee should specify their Data Universal Numbering system number, the time period associated with the interest earned, and the federal program resource code. Please send interest on federal cash balances to the CDE at the following address:

California Department of Education
Attention: Cashier's Office
P.O. Box 515006
Sacramento, CA 95851

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

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

☐ Informational
☒ Action

AGENDA ITEM: GRANT AWARD AGREEMENT WITH SAN DIEGO AIR POLLUTION CONTROL DISTRICT

BACKGROUND INFORMATION:
The San Diego County Air Pollution Control District Governing Board, by its action on May 16, 2018 (APCB Minute Order No. 1), was authorized to apply for and accept funding from California Air Resources Board for the Community Air Protection Program and to comply with the requirments of that program which include the negotiation and execution of a Grant Agreement.

One of the approved projects is for the San Ysidro School District to replace four diesel buses with new electric buses. The maximum amount of the grant award is $1,005,916.00.

RECOMMENDATION:
Approve the grant award agreement with the San Diego County Air Pollution Control District for the Community Air Protection Program On-Road Equipment Replacement Project to replace 4 diesel buses with new electric buses in an amount up to $1,005.916.00.

LCAP GOAL AND ACTION/SERVICE (please indicate):
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

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

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

MAXIMUM GRANT AWARD	
$1,005.916.00	San Diego County Air Pollution Control District
(Amount)	(Name of funding source and/or location)

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

SAN DIEGO COUNTY AIR POLLUTION CONTROL DISTRICT
GRANT AGREEMENT WITH SAN YSIDRO SCHOOL DISTRICT
COMMUNITY AIR PROTECTION PROGRAM (FY2019-20)
ON-ROAD EQUIPMENT REPLACEMENT PROJECT

This Grant Agreement is made and entered into on the Effective Date shown on the Signature Page, by and between the San Diego County Air Pollution Control District, a public agency of the State of California, hereinafter called "District," and SAN YSIDRO SCHOOL DISTRICT, a(n) public school district, located at 4350 OTAY MESA ROAD, SAN YSIDRO, CA 92173, hereinafter called "Contractor."

R E C I T A L S:

WHEREAS, the San Diego County Air Pollution Control District Governing Board (BOARD), by its action on May 16, 2018 (APCB Minute Order No. 1), authorized the District to apply for and accept funding from the California Air Resources Board (CARB) for the Community Air Protection Program (Fy2019-20) (Program), and to comply with the requirements of that program which include the negotiation and execution of a Grant Agreement;

WHEREAS, the purpose of the Program is to provide incentives to contractors, which will assist the District in attaining federal and State air quality standards, particularly in communities that may be disproportionately impacted by air pollution. This Program targets emission reductions in communities that are considered disadvantaged under Senate Bill 535, low-income under Assembly Bill 1550, and/or identified under Assembly Bill 617 as an environmental justice community. Under this Program, the District provides cash incentives to be used toward the voluntary purchase of cleaner-than-required equipment (e.g. engines, equipment, vehicles, and emission reduction technologies) in accordance with the April 2017 Carl Moyer Program Guidelines And May 2019 Community Air Protection Incentives Guidelines (Revised October 2020) (Program Guidelines);

WHEREAS, one of the approved projects is for San Ysidro School District, to replace four diesel school buses with electric buses (Project) using Program funds in an amount not to exceed $1,005,916, as approved by the BOARD on August 25, 2020 (AP01: Operational Plan);

WHEREAS, the District desires performance of the work specified in this Grant Agreement, and whereas the Contractor agrees to perform or otherwise complete the work subject to the following conditions as well as the Program Guidelines;

WHEREAS, Contractor desires to receive the incentive funds specified in this Grant Agreement, and possesses the skills, experience, education, and competency to perform and/or complete the required work;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the promises, and mutual covenants and agreements herein contained, the parties agree as follows:

ARTICLE I
PERFORMANCE OF WORK

A. Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by the District, necessary or proper to perform and complete the work required of Contractor by this Grant Agreement. Contractor agrees to perform or otherwise complete the work

subject to the conditions of this Grant Agreement as well as the Program Guidelines, which are incorporated herein by reference.

B. Contractor's Representative. Contractor represents and warrants that the person identified on the signature page (Contractor's Representative) has full authority to act for Contractor hereunder.

C. Contractor as Independent Contractor. Contractor is, for all purposes of this Grant Agreement, an independent contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the District. Contractor shall perform its obligations under this Grant Agreement according to the Contractor's own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by the District except as to the results of the work. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which District employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits, and injury leave.

D. Contractor's Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor's expense, all agents, employees, and subcontractors required for Contractor to perform its duties under this Grant Agreement, and all such services shall be performed by Contractor, or under Contractor's supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee, or subcontractor shall be at Contractor's sole cost and expense, and the District shall have no obligation to pay Contractor's agents, employees, or subcontractors; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

1. Contractor Responsibility. In the event any subcontractor is utilized by Contractor for any portion of the Project, Contractor retains the prime responsibility for carrying out all the terms of this Grant Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Grant Agreement. No subcontract utilizing funds from this Grant Agreement shall be entered into which has a term extending beyond the Agreement Term as defined on the Signature Page.

2. Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Contractor herein.

ARTICLE II
GRANT AGREEMENT ADMINISTRATION

A. District's Grant Agreement Administrator. The Air Pollution Control Officer is designated as the contracting officer (Contracting Officer) and is the only District official authorized to make any changes to this Grant Agreement. The District has designated the individual identified on the signature page as the Contracting Officer's Representative (COR).

1. The District's COR will coordinate the District's Grant Agreement administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of this Grant Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Grant Agreement, may make changes to the scope of work or total amount.

2. Notwithstanding any provision of this Grant Agreement to the contrary, District's COR may make Administrative Adjustments to the Grant Agreement, such as line item budget changes, or adjustments to the Grant Agreement requirements, which do not change the purpose or intent of the Scope of Work, the terms and conditions, the Agreement Term, or the total Grant Agreement amount. Each Administrative Adjustment shall be in writing and signed by COR and Contractor. All inquiries about such Administrative Adjustment will be referred directly to the COR.

ARTICLE III
SCOPE OF WORK

A. Description of Project

1. The Contractor shall complete the replacement of the equipment described in Article III, Section G, below. The Contractor is prepared and able to perform the equipment replacement as required by the Program Guidelines. The Contractor also agrees to operate the replacement equipment in the same manner and at the same level of activity as the existing equipment, barring events outside of its control.

2. Contractor shall comply with the current Program Guidelines and criteria and shall meet all Program requirements for the full Agreement Term (defined on the Signature Page). Contractor certifies that the emission reductions obtained through this Project are not required by any local, state, and/or federal rule, regulation, or memorandum of agreement/understanding, settlement agreement, mitigation requirement, or other legal mandate currently in effect and that the project will be completed at least three years prior to any applicable regulatory compliance deadline. The emission technology on the replacement equipment must be certified to meet the current NO_X, PM and/or ROG requirements as defined in the Program Guidelines.

3. No emission reductions generated by the Program may be used as marketable emission reduction credits, or to offset any emission reduction obligation of any person or entity.

4. No project funded by the Program may be used for credit under any federal or state emission averaging banking and trading program.

5. Engines operating under a regulatory compliance extension granted by CARB, an air district, or the United States Environmental Protection Agency (EPA) are not eligible for funding.

6. Throughout the Agreement Term, projects funded by the Program must not be used to generate credits or compliance extensions and must be excluded when determining regulatory compliance.

7. Projects funded by the Program must be included when defining the size of the fleet for determining regulatory requirements.

8. Equipment may only use the fuel allowed by the engine certification during the entire Agreement Term. Fuel additives are not allowed to be used unless specifically identified as allowable in the engine certification.

9. The replacement engine must achieve an annual NOx emissions benefit of at least 15 percent to receive any funding for NOx reductions.

10. Replacement engines that are certified to a FEL NOx or NOx+ non-methane hydrocarbons (NMHC) level that is lower than the required emission standard are eligible to be used in repower and replacement projects.

    a. Replacement engines participating in the averaging, banking and trading program that are certified to FEL higher than the applicable emission standards, as designated on the Executive Order may be eligible for funding at a lower grant level.
        i. These engines will not be funded unless approved in writing by the COR prior to purchase.

11. Emission reduction technologies must be certified by CARB. If a CARB certification process does not exist or if engines are preempted from CARB certification, then an engine must be certified to federal standards.

12. For the purposes of the Program, a technology granted a conditional certification by CARB is considered certified.

13. Emission reduction technologies for sale in California must comply with all durability and warranty requirements.

B. Compliance with Air Quality Laws

1. Contractor certifies that contractor's fleet and equipment is in compliance with all applicable federal, state, and local air quality rules and regulations at time of contract execution.

2. Contractor shall maintain compliance with all applicable federal, state, and local air quality rules and regulations for the full Agreement Term.

C. Project Cost Breakdown. The Program pays only the incremental cost of clean air projects, except for school bus projects. The maximum percent of on-road heavy-duty project costs eligible for Program funding are defined in the following sections of the Program Guidelines.

1. April 2017 Carl Moyer Program Guidelines – Chapter 4 Section B (https://ww2.arb.ca.gov/sites/default/files/classic/msprog/moyer/guidelines/2017/2017_cmpgl.pdf)

2. May 2019 (revised October 2020) Community Air Protection Program Guidelines – Appendix A Section B (https://ww2.arb.ca.gov/resources/documents/community-air-protection-incentives-guidelines) (https://ww2.arb.ca.gov/sites/default/files/2020-10/cap_incentives_2019_guidelines_final_rev_10_14_2020_0.pdf)

All projects are also subject to the cost-effectiveness threshold defined in relevant Program Guidelines.

Vehicle VIN # Application #	Project Description	Estimated Costs[1] (equipment/ installation)	Maximum Program Grant	Contractor Match/ Ineligible costs
1BABNBKA89F257522 APCD2020-OVEH-0063	Replacement #14	$404,752	$217,346	$187,406
1BABFCKA36F232008 APCD2020-OVEH-0065	Replacement #9	$404,752	$232,167	$172,585
1T7YU4A2871283804 APCD2020-OVEH-0066	Replacement #12	$404,752	$290,172	$114,580
4UZABPCS67CX02722 APCD2020-OVEH-0068	Replacement #11	$404,752	$266,231	$138,521
	TOTALS	**$1,619,008**	**$1,005,916**	**$613,092**
Total Contract Amount		**$1,005,916**		

[1]The total project equipment replacement cost may include charges for the following:

- For replacements, eligible project costs include the cost of the cab and chassis including parts that are integrated into the equipment. These costs may include but are not limited to the following:
  - The capital cost of the cab
  - Engine
  - Transmission
  - Suspension system
  - Steering system
  - Frame
  - Electrical system
  - Cooling system
  - Fuel system
  - Emission system
- Incentive funding can only be used to pay for items essential to the operation of the equipment.

D. Overall Project Timing

1. The replacement equipment must not have been purchased prior to the effective date of this Grant Agreement.

2. Contractor shall complete the equipment replacement activities as described in Section E. All replacement equipment shall be operational no later than May 31, 2022.

3. Contractor shall provide periodic Status Reports (Attachment A-2) as described in Section J. 1. The final Status Report is due no later than May 31, 2032.

E. Project Tasks. The major tasks that are to be performed to complete the replacements are:

Task 1: The District must approve replacement equipment dealers. To obtain District approval, Contractor shall notify the District with the full contact information of the proposed dealer of the replacement equipment.

The dealership must meet the following minimum qualifications:

- Dealer has had a valid business license issued in California for a minimum of the last two years.

- Dealer has had a valid vehicle dealership license with the Department of Motor Vehicles (DMV) for a minimum of the last two years.
- Dealer maintains a minimum of one employee that has successfully completed the training by the District regarding terms, conditions and requirements of the Program Guidelines.
- Dealer agrees to allow the District or CARB to inspect vehicles or audit program records covered under the Program Guidelines during normal business hours.

Task 2: Upon District approval of the proposed dealer, Contractor shall place replacement equipment order **within 45 days** or purchase within 90 days of contract execution. If this deadline cannot be met, the Contractor may request an extension in writing from the COR. Any change to this deadline must be approved by the COR in writing. Complete and submit the following documentation to the District immediately upon completing order:

- Copy of the purchase order from the dealer
- Copy of the CARB Engine Executive Order
- Copy of owner's manual for electric or hybrid vehicles (new or converted)

NOTE: **Equipment leasing is not allowed under this agreement**. If financing is necessary, the equipment purchase must be financed with a conventional purchase loan.

Task 3: Prior to delivery of existing equipment to the District-approved dealer, Contractor shall ensure the existing equipment has passed a California Highway Patrol (CHP) Basic Inspection of Terminals (BIT) inspection in the past 90 days or Contractor shall conduct an equivalent vehicle inspection and sign as appropriate.

Task 4: Upon District-approved post-inspection of the replacement equipment, Contractor shall deliver existing equipment to the District-approved dealer before taking possession of the replacement equipment.

Task 5: Contractor shall submit proof of insurance and warranty for the replacement equipment within 10 days of receipt of replacement equipment.

Task 6: Contractor shall ensure the dealer provides the District with certification that the existing equipment will be delivered to a District-approved dismantler within 60 days of receipt of the existing equipment.

Task 7: Contractor shall submit an itemized invoice (Form 1) to the District upon completion of Task 6, but no later than 45 days after taking possession of the replacement equipment.

Task 8: Contractor shall ensure a District-approved pre-dismantle inspection is conducted on the existing equipment within 60 days of dealer receipt.

Task 9: Contractor shall ensure the dealer delivers the existing equipment to a District-approved dismantler within 60 days of dealer receipt.

Task 10: Contractor shall ensure that the District-approved dismantler submits the following documentation to the District within 10 days of delivery of existing equipment to the dismantler:

- "Verification of Receipt of Vehicle(s)/Engine(s) to be Dismantled/Destroyed Form"

F. Project Personnel

CONTRACTOR'S REPRESENTATIVE

PAULO AZEVEDO
DIRECTOR OF MAINTENANCE,
OPERATIONS, TRANSPORTATION AND
FACILITIES
4350 OTAY MESA ROAD
SAN YSIDRO, CA 92173
(619) 428-4476
paulo.azevedo@sysdschools.org

G. Description and Disposition of Existing Equipment

1. Listed below is the equipment to be replaced through this Grant Agreement.

EXISTING EQUIPMENT (Baseline equipment to be replaced)								
Equipment Information				Engine Information				
Application #	Make & Model	Year	VIN	Make & Model	Year	HP	Serial Number	Intended Service Class
APCD2020-OVEH-0063 Unit 14	BLUE BIRD RE 39045	2009	1BABNBKA89F257522	CATERPILLAR C7	2007	268	C7506496	Medium Heavy-Duty (MHD)
APCD2020-OVEH-0065 Unit 9	BLUE BIRD BB A3FE	2006	1BABFCKA36F232008	CATERPILLAR C7	2004	260	Tagged 0020	Medium Heavy-Duty (MHD)
APCD2020-OVEH-0066 Unit 12	THOMAS BUILT MD 3000	2007	1T7YU4A2871283804	MERCEDES BENZ 0M 906 LA	2005	260	0906518187	Medium Heavy-Duty (MHD)
APCD2020-OVEH-0068 Unit 11	THOMAS BUILT Model n/a	2006	4UZABPCS67CX02722	MERCEDES BENZ 0M 906 LA	2005	268	Tagged 0021	Medium Heavy-Duty (MHD)

2. A District-approved dismantler must destroy the existing equipment listed above within 60 days of the receipt of the existing equipment. The existing engine and equipment must be rendered

permanently unusable and irreparable by destroying the engine block and by severing both frame rails between the front and rear axles. This may be achieved by cutting the structural components of the equipment or some other manner approved by the District per Section G(2)(h). Documentation of the equipment's destruction must be provided to the District within 10 days of destruction. Reimbursement will not be processed until destruction documentation is provided to the District and a post-inspection of the replacement equipment and destroyed existing equipment is performed.

a. Prior to destruction, existing equipment must be in operable working condition and legal for use in California as documented in the equipment pre-inspection.

b. The existing equipment salvage value, if any, will be negotiated between the Contractor, dealer and the dismantler facility.

c. Program funding is not available for any salvage or material disposal costs, including hazardous waste abatement fees, labor costs, fines, permit costs, or other charges resulting from destruction or disposal.

d. The Contractor, dealer, or dismantler may not sell or re-sell any used diesel particulate filters that have already been installed on any truck or engine requiring destruction in accordance with CARB Enforcement Advisory 420. The advisory can be reviewed on CARB's website at: https://ww3.arb.ca.gov/enf/advs/advs420.pdf.

e. The dealer shall deliver the existing equipment to a dismantler, and surrender title of the equipment to that dismantler, within 60 calendar days of acceptance of replacement equipment.

f. Contractor shall maintain the existing equipment in operating condition and registered with the DMV as operational until it is delivered to the dealer. Existing equipment must be able to be driven to the dealer and dismantler under its own power. Contractor shall notify the District of any accidents/damage to the existing equipment that changes the condition of the equipment after pre-inspection.

g. Dismantlers are required to be licensed by DMV, and also have a valid California Environmental Protection Agency Hazardous Materials Generators Permit. In addition, the dismantler must ensure compliance with any federal, state, and local material disposal requirements, regulations, permits or requirements. A list of District approved dismantlers is posted on the District's website at: https://www.sdapcd.org/content/sdc/apcd/en/grants-and-incentives/carl-moyer-program.html

h. The destruction method of the equipment will vary depending on the structure of the equipment. Engine destruction requires an irregularly-shaped (i.e. no symmetrical squares or circles) hole in the engine block with a diameter of at least three inches at the narrowest point. Additionally, a section of the oil pan flange must be removed as part of the hole or have a line cut through it that connects the hole. Both frame rails must be completely severed between the front and rear axles. Other equivalent methods of destruction are acceptable if approved in advance by the District.

3. Contractor certifies that there are no outstanding CARB equipment violations associated with Contractor's entire fleet, including, but not limited to, any of the existing equipment listed in the above table.

4. Contractor certifies that it has owned and operated the existing equipment in California for the previous two years.

5. If the existing equipment is in an accident or has an engine failure after receiving approval from the District but prior to replacement, then the existing equipment will still be eligible for receiving funds from the Program as long as all other Program Guideline requirements have been met.

H. Description of Replacement Equipment

1. Listed below is the replacement equipment authorized by this Grant Agreement.

REPLACEMENT EQUIPMENT
(Reduced Emission Equipment)

Equipment Information		Engine Information				Activity Information
Application #	**Gross Vehicle Weight Rating, or GVWR (lbs.)**	**Year**	**Fuel**	**HP**	**Intended Service Class**	**% Operation in San Diego County**
APCD2020-OVEH-0063 Bus 14	Class 8 HHD GVWR - 33,001 pounds and above	2021+	Zero-emission electric	260	Medium Heavy-Duty (MHD)	100%
APCD2020-OVEH-0065 Bus 9	Class 8 HHD GVWR - 33,001 pounds and above	2021+	Zero-emission electric	260	Medium Heavy-Duty (MHD)	100%
APCD2020-OVEH-0066 Bus 12	Class 8 HHD GVWR - 33,001 pounds and above	2021+	Zero-emission electric	260	Medium Heavy-Duty (MHD)	100%
APCD2020-OVEH-0068 Bus 11	Class 7 MHD GVWR - 26,001 to 33,000 pounds	2021+	Zero-emission electric	260	Medium Heavy-Duty (MHD)	100%

Program Funds shall be used to acquire only the replacement equipment and engine listed above, unless otherwise approved in writing by the COR.

2. Replacement equipment must be purchased from a District-approved dealer - no private party transactions are permitted.

3. Contractor may obtain financing, through a conventional purchase loan, to assist in the purchase of replacement equipment. Documentation of financing must be provided to the District prior to reimbursement. Equipment leasing is not allowed.

4. Contractor shall notify the District upon delivery of the replacement equipment to schedule a post-inspection. The District will inspect and photograph the replacement equipment during the post-inspection.

5. School bus replacement equipment must be new. Used school buses are not eligible as replacements.

6. New electric equipment and non-combustion hybrid equipment (e.g., electric vehicles powered by a hydrogen fuel cell) must have an CARB approval letter confirming the equipment does not emit any equipment exhaust emissions or fuel-based evaporative emissions.

7. The certification emission standard and/or Tier designation for the engine must be determined from the CARB Executive Order or EPA Certificate of Conformity (for federally preempted engines) issued for that engine.

8. The replacement engine horsepower must be no more than 25 percent greater than the existing engine horsepower. In limited situations, such as the non-availability of the original horsepower range for the specific application, the District may approve a greater than 25 percent increase in horsepower.

9. The engine's primary intended service class must match the replacement equipment's weight class. A Medium Heavy-Duty (MHD) engine must be used in equipment with a GVWR of 19,501- 33,000 lbs. As an exception, a Heavy Heavy-Duty (HHD) engine may be installed in MHD equipment if necessary for vocational purposes, but only if the GVWR is within 10 percent of the engine's intended service class (i.e., GVWR of 29,701 lbs. or greater).

10. The engine's primary intended service class must match the replacement equipment's weight class. A Heavy Heavy-Duty (HHD) engine must be used in equipment with a GVWR greater than 33,000 lbs. As an exception, a Medium Heavy-Duty (MHD) engine may be installed in HHD equipment, but only if the GVWR is within 10 percent of the engine's intended service class (i.e., GVWR of 36,300 lbs. or less).

11. The replacement equipment must serve the same function and perform the same work equivalent as the existing equipment.

12. The replacement equipment must have the same axle and body configuration as the existing equipment. The District may allow slight changes based on the latest technology. Changes must be requested and approved prior to the purchase of the replacement equipment.

13. The replacement equipment must have a clean title prior to purchase. The replacement equipment must not have a salvage title and must not have been in an accident, repaired, and became available for resale.

14. The replacement equipment must be registered in California or in the California International Registration Plan (IRP).

15. Electric equipment and hybrid equipment (new or converted) must demonstrate an all-electric range of at least 35 miles. Those with fast charge capability must demonstrate an all-electric range of at least 20 miles. If the electric equipment is not certified to meet this range, it may only be approved for funding following CARB evaluation of demonstration test data verifying that minimum all-electric range requirements are met. If demonstration data has already been

submitted to another CARB funding program and approved, demonstration requirements may be waived.

16. Incentive funding can only be used to pay for items essential to the operation of the equipment. Eligible project costs include the cost of the cab and chassis including parts that are integrated into the equipment.

17. Contractor shall submit all required permits and/or certifications for the replacement equipment. This documentation is required before issuance of any payment under this Grant Agreement.

18. Contractor shall ensure that equipment will operate within the District boundaries for no less than the percentage specified in Section H above for a period of not less than the Agreement Term as defined on the Signature Page.

19. Equipment Warranty and Insurance:

    a. Prior to receipt of the replacement equipment, Contractor must obtain at its own cost and expense, and keep in force and effect during the Agreement Term as defined on the Signature Page, including all extensions, the insurance specified in Article X - Insurance Requirements, below. Contractor is responsible for securing warranty and maintaining insurance on the replacement equipment that is sufficient to repay the State's and/or District's investment in case of major damage to the replacement equipment at any time during the Agreement Term. The District must be listed as loss payee during the Agreement Term. Proof of insurance will be required prior to any payment of funds under this Grant Agreement and must be submitted to the District within 10 days of receiving replacement equipment. Proof of insurance will also be required when submitting annual Project status reports (Attachment A-2).

    b. For zero-emission and hybrid school buses, the vendor warranty must provide protection for a minimum of 60 months or 75,000 miles, whichever comes first, and provide full warranty coverage of, at a minimum, zero-emission or all-electric motor, drive train, batteries/energy storage system(s), parts and labor. Warranties must be fully transferrable to subsequent school bus purchasers for the full warranty coverage period. Warranties must cover the following for the full warranty period (unless otherwise denoted):

       Extended Motor, Drivetrain (including Battery), and Zero-Emission Components: Provide warranty coverage against defects in material and workmanship for the motor, transmission, rear axle, and electric or zero-emission system components including the battery. Gaskets and seals are not required to be included under the warranty coverage.

       Frame Rails, Cross Members, and Cab: For new school buses, coverage extends to structural cracks in the frame caused by defects in material workmanship and against corrosion perforation of the cab. For school bus conversions, the all-electric school bus vendor is only responsible for damage or corrosion tied to, or resulting from, their workmanship on, or handling of, these parts.

       Battery Degradation Warranty: Provide warranty coverage against battery degradation below 80 percent of capacity.

c. In the event that the replacement equipment purchased under this Grant Agreement is in an accident, destroyed, stolen, or otherwise rendered permanently inoperable, the Contractor shall report the accident or theft to the District within 10 business days. Additionally, the Contractor shall replace the replacement equipment with equivalent new substitute equipment that, at a minimum, meets all Program requirements (including but not limited to, emission levels) to fulfill the remainder of Contractor's obligation under this Grant Agreement. Additionally, substitute equipment cannot have more miles than would have been accumulated based on the mileage used to determine the funding amount. As this situation will require an amendment to the existing Grant Agreement, Contractor must receive authorization from the District in advance of any repairs and/or purchases and must provide any and all substitute equipment information to the District. Additional equipment inspections by District and/or CARB staff may be required. As an alternative, Contractor may return all or a portion of the Program grant funds.

20. Emission controls on the replacement equipment engine cannot be modified except as permitted by law. Unauthorized modification to engine performance including, but not limited to, changes in horsepower, emission characteristics, engine emission components (not including repairs with like-original equipment manufacturers replacement parts), and modifications to the engine's emission control function or the electronic monitoring unit are not allowed.

21. At least one California service provider approved by the manufacturer must be available to repair and service the engine/equipment.

I. Equipment Maintenance.

1. Contractor shall ensure that the equipment will be maintained according to the manufacturer's specifications for the Agreement Term. This includes not tampering with the equipment. The Contractor shall provide or procure, at its expense, preventive maintenance and repair contracts or service contracts on the equipment acquired through this Grant Agreement. Such contracts shall be provided by the Contractor itself or by reputable companies generally known to have such expertise. The Contractor shall maintain a plan as to how this requirement will be met and this plan shall be available for District review within 15 days of District's request. The Contractor shall maintain a separate record on maintenance and repairs for each piece of equipment. The repairs performed on each piece of equipment shall be reported with the status report of the corresponding period (see Section J, Status Report Requirements, below).

2. For each engine included in this Grant Agreement, Contractor shall maintain a properly operating, non-resettable odometer which accurately measures the number of miles driven. If the odometer fails, the Contractor shall immediately notify the District, and remains responsible for validating any usage not recorded by the usage device. The Contractor must either repair or replace the non-operating odometer at the Contractor's cost or provide other equipment mileage documentation acceptable to the District.

J. Status Report Requirements

1. Contractor shall submit initial and annual Project status reports—contained in Attachment A-1 and A-2—to the District. These reports shall include updates on Project completion and implementation, documentation of operations within San Diego County boundaries, miles

driven, proof of current certificate of insurance, proof of current vehicle registration, and brief descriptions of equipment maintenance and repairs.

a. Contractor shall submit the initial Project status report (Attachment A-1) by **August 31, 2021**. This report shall provide updates on the status of the tasks required to complete the Project, including dates tasks were accomplished, remaining tasks to be completed, and the anticipated completion date of the project.

b. Contractor shall submit the remainder of the Project status reports (Attachment A-2) annually for the remainder of the Agreement Term. The first annual report will cover the 12-month period starting with the date the replacement equipment was placed into service, and each subsequent annual report will cover the next 12-month period.

c. The reporting requirements end with submission of the 10th annual report, which is due no later than **May 31, 2032**.

2. Non-compliance with these reporting requirements may result in the District's on-site monitoring, and/or Termination for Default (Article VI, Termination, below).

K. Recordkeeping

1. Contractor shall maintain records sufficient to provide information regarding annual miles driven, location of operations, invoices, general maintenance details, correspondence associated with the application, award, agreement, monitoring, enforcement, reporting requirements, and any other available information that may be deemed pertinent to the evaluation of the program for at least three years after the end of the Agreement Term specified on the Signature Page. Records shall be readily available and accessible to the District, CARB, or a designated representative upon request for the purposes of ongoing evaluations or auditing.

2. If this Grant Agreement is completely or partially terminated, the records relating to the work terminated and any work completed prior to termination shall be retained for a period of three years from the date of any resulting final settlement and shall be made available to the District, CARB, or a designated representative upon request.

3. Records which relate to appeals under the "Disputes" clause of this Grant Agreement, or litigation or the settlement of claims arising out of the performance of this Grant Agreement, shall be retained until such appeals, litigation, or claims have been disposed of, or three years after the end of the Agreement Term specified on the Signature Page, whichever is longer, and shall be made available to District, CARB, or a designated representative upon request.

L. Air Pollution Control District Recognition**.** Recognition of District and Program funding for this Project shall be included in all reports and information packages produced for the Project. When practical, the District will supply a logo to be placed on the funded equipment to recognize District and/or Program funding in areas accessible to the general public.

ARTICLE IV
COMPENSATION

A. Payment Schedule

1. Prior to submitting an invoice for payment under this Grant Agreement, the Contractor shall:

   a. Ensure that the specified equipment was delivered, installed, is fully operational, and has been properly insured in accordance with Article X – Insurance Requirements, below;

   b. Inspect and accept the Project and the costs of the equipment;

   c. Ensure that the equipment is returned to full operational service and obtain required documentation including, but not limited to, permits and certifications;

   d. Ensure the dealer provides the District with certification that the existing equipment will be delivered to a District-approved dismantler within 60 days of receipt of the existing equipment.

2. Upon completion of the Project, but in no event sooner than the dealer providing the District with certification that the existing equipment will be delivered to a District-approved dismantler within 60 days of receipt of the existing equipment, Contractor shall submit an itemized invoice (Form 1) to the District. The invoice shall have sufficient supporting documentation including, but not limited to, the make, model, and serial numbers for the replacement equipment, equipment manufacturer's invoice, and the invoice from equipment installer (if applicable). An invoice shall be itemized to include enough detail to ensure that the District provides reimbursement only for eligible project costs, yet be clear and concise enough to be understandable. The District shall review the itemized invoice and only pay for eligible expenses up to the funding caps established by the Program Guidelines and this Grant Agreement. The Total Claim listed on the invoice (Form 1) shall not exceed the contract maximum specified on the Grant Agreement Signature Page.

3. The District shall issue a reimbursement check made out to the Contractor for the invoice eligible costs, not to exceed the full amount of the award, upon receipt of the items listed below and a successful post-inspection:

   a. Invoice Form (Attachment – Form 1).

      1) Invoice Form must have the same or later date as the final invoice from the dealer.

   b. Copy of the final invoice from the dealer and/or installer and signed by the Contractor and the dealer/installer.

   c. With the exception of cash, proof of project financing for the portion of the Project that was not Program-funded.

   d. Copy of the CARB Engine Executive Order (not applicable for infrastructure projects)/CARB Approval Letter for zero-emission technology (not applicable to infrastructure projects).

e. Proof of insurance (Certificate of Liability).

1) Certificate of Liability must state "San Diego County Air Pollution Control District" as Loss Payee.

f. Proof of warranty on the replacement equipment from the dealer or manufacturer.

g. Proof of replacement equipment DMV registration

h. Copy of title of existing equipment. The title must be signed and dated by the Contractor.

i. District-approved pre-inspection and post-inspection

j. Documentation showing that the existing equipment is roadworthy. This includes documentation showing that the existing equipment has passed a CHP BIT inspection in the past 90 days or conduct an equivalent vehicle inspection and sign as appropriate.

k. Dealer certification that the existing equipment will be delivered to a District-approved dismantler within 60 calendar days of dealer receipt of the existing equipment.

4. Payment shall be made within 30 days of the invoice approval by the COR's supervisor, unless otherwise stated. Each invoice so approved and paid shall constitute full and complete compensation to Contractor for the work completed pursuant to this Grant Agreement.

5. The District shall comply with all State and federal tax reporting requirements associated with the payment of Program funds to equipment owners and/or dealers. This may include requiring the submittal of tax information using federal tax Form W-9, and issuing a federal Form 1099 to the equipment owner receiving grant funds. The District shall also report the applicable tax information to the California Franchise Tax Board and federal Internal Revenue Service.

a. The District recommends that the Contractor consult with a professional tax advisor about possible tax implications.

6. For projects where the Contractor must demonstrate that specific regulatory compliance requirements have been met, in order to receive funding, the District may not pay invoices until the Contractor has provided documentation that the requirements have been achieved. A Contractor may demonstrate this via a detailed letter signed by the equipment owner or legal representative or, if the regulation requires CARB (or the air district) to certify compliance, through CARB (or air district) certification. For more information, please refer to the applicable Program Guidelines.

B. Conditions Prerequisite to Payments. The District may elect not to make a particular payment if any of the following exists:

1. Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to the District.

2. Unauthorized Actions by Contractor. Contractor took any action pertaining to this Grant Agreement, which required District approval, without having first received said District approval.

3. Default. Contractor was in default under any terms and conditions of this Grant Agreement.

C. Availability of Funding. The District's obligation for payment of any Grant Agreement funds is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the District shall arise for payment unless funds are designated by the District and are made available for such performance.

D. Disallowance. In the event the Contractor receives payment for services under this Grant Agreement which is later disallowed by the District, Contractor shall promptly refund the disallowed amount to the District on request, or at its option, the District may offset the amount disallowed from any payment due or to become due to Contractor under any Grant Agreement with the District.

ARTICLE V
DISPUTES

Notwithstanding any provision of this Grant Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Grant Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative, or board authority to decide questions of law.

ARTICLE VI
TERMINATION

A. Termination Due to Lack of Funding. The District shall have the right to terminate this Grant Agreement or reduce compensation proportionately upon 30 days written notice to Contractor in the event that federal, State, or District funding for this Grant Agreement ceases or is reduced prior to the ordinary expiration of the term of this Grant Agreement. Contractor shall not incur any additional expenses pursuant to this Grant Agreement during the 30-day notice period. In the event of reduction of funding for the Grant Agreement, the District and Contractor shall meet upon 10 days written notice by the District to renegotiate this Grant Agreement based upon the modified level of funding. In this case if no agreement is reached between the District and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Grant Agreement upon 10 days written notice of termination. In the event of termination of this Grant Agreement in accordance with the terms of this section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which the District may be entitled, for damages or otherwise, under the terms of this Grant Agreement. In the event of termination of this Grant Agreement pursuant to this section, in no event shall Contractor be entitled to any loss of profits on the portion of this Grant Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.

B. Termination for Default

1. The District may immediately suspend or terminate this Grant Agreement, in whole or in part, upon written notice to the Contractor where, in the determination of the District, the Contractor fails to comply with any material term of this Grant Agreement during the Agreement Term, either prior to or after the replacement equipment is placed into service. This includes, but is not limited to the following:

    a. Failure to purchase the replacement equipment and place into service within the timeframe specified in Article III;

    b. Failure to comply with timelines for the scrapping of the existing equipment or submission of an invoice that fails to meet the program requirements;

    c. Failure to allow an electronic monitoring device to be installed on equipment under this Grant Agreement or tampering with an installed device or data;

    d. Misuse of vendors' payments;

    e. Insufficient, incomplete, or faulty project documentation;

    f. Failure to provide documentation or reports in a timely manner.

2. Upon termination, the District shall have the right to demand of Contractor the repayment to the District of any funds disbursed to the Contractor under this Grant Agreement, which, in the judgment of the District, were not expended in accordance with the terms of this Grant Agreement or the Program Guidelines. Contractor shall promptly refund any such funds upon demand.

C. Termination for Convenience. The District may, by written notice stating the extent and effective date, terminate this Grant Agreement for convenience in whole or in part, at any time. The District shall pay the Contractor as full compensation for performance until such termination:

1. The unit or pro rata price for any delivered and accepted portion of the work;

2. A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the District, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price;

3. In no event shall the District be liable for any loss of profits on the resulting order or portion thereof so terminated.

D. Remedies Not Exclusive. The District, CARB (as an intended third-party beneficiary), or a designated representative of the District or CARB, reserve the right to monitor and inspect the equipment, enforce the terms of this Grant Agreement, and pursue repayment of Program funds for non-compliance with the terms and conditions of this Grant Agreement or applicable State laws or regulations at any time during the Agreement Term as defined on the Signature Page. The District or CARB may also prohibit Contractor and specific equipment from participation in any future incentive programs. The rights and

remedies of the District and CARB provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.

E. No Implied Waiver. In no event shall any payment by the District constitute a waiver by the District of any breach of this Grant Agreement or any default, which may then exist on the part of the Contractor. Neither shall such payment impair or prejudice any remedy available to the District with respect to the breach or default. The District shall have the right to demand of Contractor the repayment to the District of any funds disbursed to the Contractor under this Grant Agreement, which, in the judgment of the District, were not expended in accordance with the terms of this Grant Agreement or the Program Guidelines. Contractor shall promptly refund any such funds upon demand. The District may prohibit Contractor and specific equipment from participation in any future incentive programs. In addition to immediate suspension or termination, the District may impose any other remedies available by law, in equity, or otherwise specified in this Grant Agreement.

ARTICLE VII
COMPLIANCE WITH LAWS AND REGULATIONS

A. Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, city, and District laws and regulations, including all applicable federal, State, County, city and District labor and worker protection laws and regulations.

B. Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the District, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of this Grant Agreement. The District reserves the right to reasonably request and review all such applications, permits, and licenses at any time during the Agreement Term as defined on the Signature Page.

C. Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation, or marital status.

D. Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the District, from any exposure to Hazardous Materials generated or utilized in its performance under this Grant Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the District of it. Contractor shall not be liable to the District for the District's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state, or local laws or ordinances, rules, decrees, orders, regulations, or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating

to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions, or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance, or other matter that: (1) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (2) is controlled, referred to, designated in or governed by any Environmental Laws; (3) gives rise to any reporting, notice, or publication requirements under any Environmental Laws, or (4) is any other material or substance giving rise to any liability, responsibility, or duty upon the District or Lessee with respect to any third person under any Environmental Laws.

E. Debarment and Suspension. Contractor certifies that it, its principals, its employees, and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in the paragraph above; and

4. Have not within a three-year period preceding this Grant Agreement had one or more public transaction (federal, state, or local) terminated for cause or default.

ARTICLE VIII
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

A. Conflicts of Interest. Contractor presently has no interest, including but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of work required to be performed under this Grant Agreement. The Contractor shall not employ any person having any such interest in the performance of this Grant Agreement.

B. Conduct of Contractor.

1. Contractor shall inform the District of all the Contractor's interests, if any, which are or which the Contractor believes to be, incompatible with any interests of the District.

2. The Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from

individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Grant Agreement.

3. The Contractor, or employees thereof, shall not offer directly or indirectly gifts, gratuity, favors, entertainment, or other items of monetary value to an employee or official of the District.

C. Prohibited Agreements. Contractor certifies that it is not, and will not subcontract with, any of the following:

1. Persons employed by the District; or

2. Profit-making firms or businesses in which employees employed by the District serve as officers, principals, partners, or major shareholders; or

3. Persons who, within the immediately preceding twelve months came within the provisions of the above sub-sections and who: (a) were employed in positions of substantial responsibility in the area of service to be performed by the Grant Agreement, or (b) participated in any way in developing the Grant Agreement or its service specifications; or

4. Profit-making firms or businesses in which the former employees described in sub-section 3 above, serve as officers, principals, partners, or major shareholders.

ARTICLE IX
INDEMNITY AND RESPONSIBILITY FOR EQUIPMENT

A. Indemnity. The District and CARB shall not be liable for, and Contractor shall defend and indemnify the District and CARB, and the employees and agents of the District and CARB (collectively "Indemnified Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Grant Agreement and arising either directly or indirectly from any act, error, omission, or negligence of Contractor or its contractors, licensees, agents, servants, or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of Indemnified Parties. Contractor shall have no obligation, however, to defend or indemnify Indemnified Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of an Indemnified Party.

B. Responsibility for Equipment. The Contractor shall not hold the District or CARB responsible nor shall the District or CARB be held liable for any damage to person or property resulting from the use, misuse, or failure of any equipment by Contractor, its agents, employees, third party independent contractors or permissive users, even if such equipment is furnished, rented, or loaned to Contractor by the District. Contractor accepts full responsibility for and agrees to defend, exonerate, indemnify, and hold harmless the District and CARB from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment whether such damage be to the employee or property of Contractor, the District, CARB, or of any other persons. Equipment includes, but is not limited to the engines, equipment, or vehicles and any associated accessories purchased for use with the equipment.

ARTICLE X
INSURANCE REQUIREMENTS

A. Insurance Requirements for Contractors. Without limiting Contractor's indemnification obligations to the District, and within 10 days of receipt of upgraded equipment, Contractor shall submit to District certificates of insurance and appropriate endorsements to the actual insurance policy, evidencing that the Party has obtained for the period of the Agreement, at its sole expense, insurance in the following forms of coverage and minimum amounts specified from insurance carriers with a Best's Rating of not less than A, VII or a company of equal financial stability approved in writing by the District.

1. Direct Physical Loss or Damage insurance covering mobile equipment and or unlicensed vehicles against All Risk or Special Form Perils, including Full Replacement Cost coverage with no coinsurance penalty provision. Contractor's Self-insured Retention for the required insurance policy must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such self-insured retentions as respects the District, the members of the San Diego County Air Pollution Control District Governing Board and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The SIR shall be borne by the Contractor.

    a. Coverage shall include vehicles and equipment or other items specifically identified in this Agreement.

    b. The Insurance Policy shall name San Diego County Air Pollution Control District as Loss Payee.

Certificates of insurance provided by the Contractor must evidence that the insurer providing the policy will not cancel the policy without written notice of cancellation to the District.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

As a requirement of this Agreement, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the District.

The District shall retain the right to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required. The District retains the right to demand a certified copy of any insurance policy required herein after 15 days' notice. Proof of insurance will also be required when submitting annual Project status reports (Attachment A-2).

ARTICLE XI
INSPECTION OF WORK

A. Subject to Inspection. All work performed subject to this Grant Agreement shall be subject to inspection and test by the District, CARB, or the designated representative of the District or CARB, at

all times during the term of this Grant Agreement. Contractor shall cooperate with any inspector assigned by the District or CARB to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Grant Agreement or the Program Guidelines. The District shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.

B. Inspector Safety.

1. It is the responsibility of the equipment owner to ensure that the location selected for project inspection is safe for District staff to visit, and meets all Cal OSHA requirements that are applicable to the relevant industry. If an inspection is being scheduled for a location that has potential safety hazards or specific safety procedures, the individual coordinating the inspection must inform the District staff/inspector of these conditions and safety procedures in advance of the inspection. The individual coordinating the inspection shall have a contact on-site who will review any potential safety hazards with the inspector prior to the site visit and who will escort the inspector throughout their time on-site.

2. Unsafe conditions for project inspections can be caused by:
   - Physical hazards
   - Chemical hazards
   - Mechanical hazards
   - Utility hazards
   - Workplace conditions/environment

3. District staff members have been instructed to leave the site immediately if they feel unsafe at an inspection location. Failure to provide a safe location for a grant inspection can result in delays to the project and payment schedule, and will result in the loss of grant funds if staff is unable to conduct the required inspections.

C. Specification and Requirements. If any work performed by Contractor does not conform to the requirements of this Grant Agreement or the Program Guidelines, the District may require Contractor to re-perform the work and comply with the terms of this Grant Agreement or Program Guidelines, at no additional cost, and the District may withhold payment for work pursuant to the Grant Agreement until Contractor correctly performs.

ARTICLE XII
USE OF DOCUMENTS AND REPORTS

A. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Grant Agreement, which the District requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the District.

B. Publication, Reproduction, or Use of Materials. No material produced, in whole or in part, under this Grant Agreement shall be subject to copyright in the United States or in any other country. The District shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Grant Agreement. All reports, data and other

materials prepared under this Grant Agreement shall be the property of the District upon completion of this Grant Agreement.

ARTICLE XIII
OWNERSHIP

District and Contractor agree that ownership of the equipment that is involved in this Grant Agreement is with the Contractor, or its designee that has been approved by the District and has entered into a novation of this Grant Agreement with the District. The District shall be listed as "loss payee" on the insurance policy for the equipment involved in this Grant Agreement.

ARTICLE XIV
GENERAL PROVISIONS

A. Assignment and Subcontracting. Contractor may not assign, sell, transfer, license, or subcontract any rights or obligations to a third party without the express prior consent of the District. If the original owner of the specified replacement equipment chooses to sell the replacement equipment for any reason, or is required to replace the replacement equipment with cleaner equipment prior to the end of the Agreement Term, the Contractor shall notify the District and receive prior written consent for the transaction from the District. Prior to completing the transaction, the Contractor understands that it is its responsibility to inform the party purchasing the replacement equipment of the Grant Agreement provisions and disclose the remaining Grant Agreement Term. The Contractor shall be responsible for ensuring that the new owner enters into a novation of this Grant Agreement with the District in order to facilitate the transfer of the Grant Agreement provisions and their enforceability against the new owner. The Contractor shall provide the prospective new owner with valid contact information for the District so the new owner can obtain a novation of this Grant Agreement. Contractor understands that it shall not be relieved of its legal obligation to fulfill the conditions of this Grant Agreement unless the new owner has assumed responsibility through an executed novation of this Grant Agreement.

B. Repayment of Grant Funds for Failure to Complete Project. Contractor shall repay the funds disbursed under this Grant Agreement on a prorated basis for selling, retiring, scrapping, or removing any replacement equipment from service without prior District approval and prior to completion of the requirements specified in Article III of this Grant Agreement. If there are Required Annual Miles in the Replacement Equipment table in Article III, the pro rata share of funds that Contractor repays to the District shall be calculated as follows:

$$\text{FUNDS DISTRICT DISBURSED } x \left(1 - \frac{MILES\ DRIVEN}{MILES\ EXPECTED}\right), \text{ where}$$

- FUNDS DISTRICT DISBURSED is defined as the total funds the District has paid to Contractor for the replacement equipment.
- MILES DRIVEN is defined as the difference between the latest documented odometer reading on the replacement equipment prior to the time of sale, retirement, scrapping, or removal from service and the earliest documented odometer reading on the replacement equipment after the effective date of the Agreement.
- MILES EXPECTED is defined as the number of Required Annual Miles (from the Replacement Equipment table in Article III) multiplied by 10.

The District may waive such repayment if it determines at its sole discretion that Contractor's failure to complete the Project was due to events reasonably beyond the Contractor's control.

C. Contingency. This Grant Agreement shall bind the District only when signed by the Air Pollution Control Officer, or his designee.

D. Entire Agreement. This Grant Agreement, together with all sections attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written, including any proposals from Contractor and requests for proposals from the District, are superseded.

E. Sections and Attachments. All sections and attachments referred to herein are attached hereto and incorporated by reference. In the event that the terms of this Grant Agreement conflict with any of the terms in any attachment hereto, the terms of this Grant Agreement shall take precedence.

F. Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Grant Agreement and the intentions of the parties.

G. Governing Law. This Grant Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

H. Headings. The article captions, clause and section headings used in this Grant Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the construction or interpretation of any term or provision hereof.

I. Modifications; Waivers. Except as otherwise provided in Article II, "Grant Agreement Administration," above, no modification, waiver, amendment or discharge of this Grant Agreement shall be valid unless the same is in writing and signed by both parties.

J. Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Grant Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Grant Agreement and that, in construing this Grant Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.

K. No Other Inducement. The making, execution, and delivery of this Grant Agreement by the parties hereto have been induced by no representations, statements, warranties, or agreements other than those expressed herein.

L. Notices. Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested. Notices shall be addressed to the Contractor's Representative at the address specified on the Grant Agreement Article III and/or the COR at the address specified on the Grant Agreement Signature Page. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three business days after deposit in the U.S. Mail.

M. Severability. If any term, provision, covenant, or condition of this Grant Agreement is held to be invalid, void, or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Grant Agreement shall not be affected thereby, and each term, provision, covenant, or condition of this Grant Agreement shall be valid and enforceable to the fullest extent permitted by law.

N. Successors. Subject to the limitations on assignment set forth in paragraph A above, all terms of this Grant Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

O. Time. Time is of the essence of each provision of this Grant Agreement.

P. Force Majeure. It is understood that the District, CARB, and the Contractor are not liable for delay or failure in performance resulting from acts beyond their control.

Q. Time Period Computation. All periods of time referred to in this Grant Agreement shall include all Saturdays, Sundays, and State or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday, or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday, or State or national holiday.

R. Waiver. The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Grant Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

S. Audit. The District, CARB, or designated representative(s) of the District or CARB reserve the right to perform fiscal audits of the project and/or to inspect equipment and documentation and enforce the terms of this Grant Agreement at any time during the Agreement Term.

T. No Financial Third-Party Beneficiaries. Notwithstanding anything else stated to the contrary herein, it is understood that Contractor's services and activities under this Grant Agreement are being rendered only for the benefit of the District, and no other person, firm, corporation, or entity shall be deemed an intended financial third-party beneficiary of this Grant Agreement. However, CARB, as an intended third-party beneficiary, reserves the right to enforce the terms of this Grant Agreement at any time during the term to ensure emission reductions are obtained.

U. Electronic Signatures. The words "execution," "signed," "signature," and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall have the same legal effect and enforceability as a manually executed signature or the use of a paper-based record keeping system, to the extent provided for in the Uniform Electronic Transaction Act ("UETA") Civil Code Section 1633.1 – 1633.17.

SAN DIEGO COUNTY AIR POLLUTION CONTROL DISTRICT
GRANT AGREEMENT WITH SAN YSIDRO SCHOOL DISTRICT
COMMUNITY AIR PROTECTION PROGRAM (FY2019-20)
ON-ROAD EQUIPMENT REPLACEMENT PROJECT

SIGNATURE PAGE

EFFECTIVE DATE: The Effective Date of this Grant Agreement shall be the latest date set forth in the signature lines below.

AGREEMENT TERM: The Agreement Term of this Grant Agreement shall start on the Effective Date and end the earlier of 1) June 30, 2032, or 2) one month after the project implementation and reporting requirements are completed. The project shall be completed and become operational no later than May 31, 2022, with project implementation and reporting requirements continuing until the earlier of 1) May 31, 2032, or 2) submission of ten completed annual reports.

COMPENSATION: The District agrees to pay Contractor a sum not to exceed ONE MILLION FIVE THOUSAND NINE HUNDRED SIXTEEN DOLLARS ($1,005,916). The maximum contract amount shall not exceed the maximum funding level corresponding to the most current cost-effectiveness limits, nor the maximum percentage of total allowable costs eligible for Program funding.

COR: The District has designated the following individual as the Contracting Officer's Representative (COR):
Robert Mercado, 10124 Old Grove Rd, San Diego, CA 92131
Tel No: (858) 586-2694 and Fax No: (858) 586-2601
Email address: Robert.Mercado@sdcounty.ca.gov

CONTRACTOR'S REPRESENTATIVE

The Contractor's Representative, Paulo Azevedo, shall review all contract documents and return one electronically signed copy to the District. Once the contract is fully executed, an electronically signed copy will be sent to the Contractor.

DISCLOSURE OF FUNDS

By signing below, Contractor certifies that Contractor has disclosed all funding sources it has applied for or received for the equipment specified in this Grant Agreement, including but not limited to, funding sources from other districts or CARB, and that the Contractor will notify the District of additional sources of funding received for the total cost of the equipment specified in this Grant Agreement, including any sources that become available after contract execution. Failure to comply with these disclosure requirements may disqualify applicants from funding for the equipment specified in this Grant Agreement, as well as submittal of applications for future incentive program solicitations.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed on the dates written below.

FOR CONTRACTOR:

By: _____
MARILYN ADRIANZEN, CHIEF BUSINESS OFFICIAL
SAN YSIDRO SCHOOL DISTRICT

Date: _____

SYSD Board Approved: _____

FOR THE DISTRICT:

_____
ROBERT REIDER, Interim Air Pollution Control Officer

Date: _____

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY: _____
SENIOR DEPUTY

SAN DIEGO COUNTY AIR POLLUTION CONTROL DISTRICT
GRANT AGREEMENT WITH SAN YSIDRO SCHOOL DISTRICT
COMMUNITY AIR PROTECTION PROGRAM (FY2019-20)
ON-ROAD EQUIPMENT REPLACEMENT PROJECT
ATTACHMENT A-1 – Initial Status Report

Reporting Period: ☐ Initial Report covering _____ through _____; due August 31, 2021

Status of the tasks required to complete the project:

Task 1**:** Notify the District with the full contact information of the proposed dealer of the replacement equipment. The District must approve replacement equipment dealers.

☐ Complete – Date Completed:

☐ Pending – Anticipated Completion Date:

Task 2**:** Upon District approval of the proposed dealer, place replacement equipment order within 45 days or purchase within 90 days of contract execution.

☐ Complete – Date Completed:

☐ Pending – Anticipated Completion Date:

Task 3**:** Prior to delivery of existing equipment to the District-approved dealer, ensure the existing equipment has passed a California Highway Patrol (CHP) Basic Inspection of Terminals (BIT) inspection in the past 90 days or conduct an equivalent vehicle inspection and sign as appropriate.

☐ Complete – Date Completed:

☐ Pending – Anticipated Completion Date:

Task 4**:** Upon District-approved post-inspection of the replacement equipment, deliver existing equipment to the District-approved dealer before taking possession of the replacement equipment.

☐ Complete – Date Completed:

☐ Pending – Anticipated Completion Date:

Task 5: Submit proof of insurance and warranty for the replacement equipment within 10 days of receipt of replacement equipment.

☐ Complete – Date Completed: _____

☐ Pending – Anticipated Completion Date:

Task 6: Ensure the dealer provides the District with certification that the existing equipment will be delivered to a District-approved dismantler within 60 days of receipt of the existing equipment.

☐ Complete – Date Completed: _____

☐ Pending – Anticipated Completion Date:

Task 7: Submit an itemized invoice (Form 1) to the District upon completion of Task 6, but no later than 45 days after taking possession of the replacement equipment.

☐ Complete – Date Completed: _____

☐ Pending – Anticipated Completion Date:

Task 8: Ensure a District-approved pre-dismantle inspection is conducted on the existing equipment within 60 days of dealer receipt.

☐ Complete – Date Completed: _____

☐ Pending – Anticipated Completion Date:

Task 9: Ensure the dealer delivers the existing equipment to a District-approved dismantler within 60 days of dealer receipt.

☐ Complete – Date Completed:

☐ Pending – Anticipated Completion Date:

Task 10: Ensure that the District-approved dismantler submits the following documentation to the District within 10 days of delivery of existing equipment to the dismantler:

"Verification of Receipt of Vehicle(s)/Engine(s) to be Dismantled/Destroyed Form"

For this task, the District-approved dismantler will submit the form mentioned above instead of this Status Report.

I, the undersigned, certify that all equipment referenced in this report operated in accordance with the signed Grant Agreement and that all information contained in this report is true and accurate.

Name and Title: PAULO AZEVEDO, DIRECTOR OF MAINTENANCE, OPERATIONS, TRANSPORTATION AND FACILITIES

Contractor: SAN YSIDRO SCHOOL DISTRICT

Contractor Address: 4350 OTAY MESA ROAD, SAN YSIDRO, CA 92173

Contractor Phone: (619) 428-4476

Contractor Email: paulo.azevedo@sysdschools.org

SAN DIEGO COUNTY AIR POLLUTION CONTROL DISTRICT
GRANT AGREEMENT WITH SAN YSIDRO SCHOOL DISTRICT
COMMUNITY AIR PROTECTION PROGRAM (FY2019-20)
ON-ROAD EQUIPMENT REPLACEMENT PROJECT
ATTACHMENT A-2 – Annual Status Report
Report #___ of 10

Reporting Period: ☐ Annual Report covering _____ through, _____; due each year on the last day of _____.
(date replacement equipment operational) *(one year after replacement equipment operational)* *(month replacement equipment operational)*
Email reports to cleanairgrants@sdcounty.ca.gov and Robert.Mercado@sdcounty.ca.gov

REPLACEMENT EQUIPMENT USAGE						
Application #	**Vehicle Identification Number (VIN)**	**Engine Make & Model**	**Current Odometer Reading**	**% Operation in San Diego County this Reporting Period**	**% Operation in California this Reporting Period**	**Operating a Majority of the Time, Domiciled in, or Has at Least One Transit Stop in a Disadvantaged Community (Senate Bill 535) or Low-Income Community (Assembly Bill 1550) [Yes or No]**
APCD2020-OVEH-0063						
APCD2020-OVEH-0065						
APCD2020-OVEH-0066						
APCD2020-OVEH-0068						

****You must attach proof of current California registration and insurance for each of the equipment listed above.****

Use the section below to provide comments and updates on project completion/implementation, descriptions of any equipment maintenance and/or repairs and description of any conditions (such as weather, permits, major maintenance, etc.) that significantly impacted project usage:

I, the undersigned, certify that all equipment referenced in this report operated in accordance with the signed Grant Agreement and that all information contained in this report is true and accurate.

Signature: _____ Date: _____

Name and Title: PAULO AZEVEDO, DIRECTOR OF MAINTENANCE, OPERATIONS, TRANSPORTATION AND FACILITIES

Contractor: SAN YSIDRO SCHOOL DISTRICT

Contractor Address: 4350 OTAY MESA ROAD, SAN YSIDRO, CA 92173

Contractor Phone: (619) 428-4476 Contractor Email: paulo.azevedo@sysdschools.org

SAN DIEGO COUNTY AIR POLLUTION CONTROL DISTRICT
GRANT AGREEMENT WITH SAN YSIDRO SCHOOL DISTRICT
COMMUNITY AIR PROTECTION PROGRAM (FY2019-20)
ON-ROAD EQUIPMENT REPLACEMENT PROJECT

Form 1: Invoice Form

Please mail completed form to:
San Diego County Air Pollution Control District
10124 Old Grove Road
San Diego, CA 92131
Attn: Robert Mercado

Invoice Number:	
Date:	

Contractor Name: SAN YSIDRO SCHOOL DISTRICT
Address: 4350 OTAY MESA ROAD, SAN YSIDRO, CA 92173

Telephone #: (619) 428-4476
Email Address: **paulo.azevedo@sysdschools.org**

Date	Engine or Equipment Serial Number (List each separately)	New Model Year	New Model Number	Amount Paid	Grant Amount

(Attach additional sheets if necessary) **Total Claim**

If you have any questions, please contact Robert Mercado at (858) 586-2694 or Robert.Mercado@sdcounty.ca.gov

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FOR DISTRICT USE ONLY

APPROVAL TO PAY
CONTRACT NUMBER: _____
AMOUNT: _____
INSPECTION DATE: _____
OK TO PAY
OK TO PAY
Pay From:

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** October 21, 2021

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH CLUB XCITE FOR 2021-2022 SCHOOL YEAR

BACKGROUND INFORMATION:
As the results of Settlement Agreement and General Release, Club Xcite will be providing one-on-one academic home/online tutoring for students with special needs. In addition, due to lack of teaching staff in special education, the district is hiring special education teachers through Club Xcite until the positions are filled.

Cost Implication: $75.00/hour Special Education Teaching Staff
$85.00/hour Academic home tutoring instructors (in person & online)

Term: October 4, 2021 to June 30, 2021

RECOMMENDATION:
Approve the Agreement with Club Xcite to provide one-on-one academic home/online tutoring and special education teaching staff for school year 2021-2022 at rates upto $85.00 from the ESSER III Fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1, Item 1.21: Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc…) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

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

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

Per above rates	ESSER III Fund
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 22nd day of October, 2 2021, by and between the San Ysidro School District, hereinafter called the "District", and

Club Xcite	858-345-0984
Company/Consultant	Telephone Number
10855 Sorrento Valley Rd Unit 204, San Diego, CA 92121	https://www.exciteway.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: October 4, 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.

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

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

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

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

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

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

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

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

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

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

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

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

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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

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

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

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

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

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

District is waiving this requirement _____ .

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

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

CONSULTANT:	**Club Xcite**	
Name:	Katerina Violante	
Title:	Program Director	
Address:	10855 Sorrento Valley Rd Unit 204	
City/State/Zip Code:	San Diego, CA 92121	
Telephone:	858-345-0984	
Email:	Kviolante@exciteway.com	

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

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT	**DISTRICT**
Club Xcite	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Katerina Violante, Program Director	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
Phone Number: (858) 345-0984	Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ADDENDUM

2021-22

The District will accept, on a one-time only basis, the insurance coverage limits that the Consultant currently has for Sexual Misconduct (Sexual Abuse and Molestation) in order to move forward with the services mentioned on Exhibit A. The Consultant shall provide a current Certificate of Liability indicating the specific insurance coverage limits for the Sexual Misconduct currently in place.

Consultant expressly acknowledges and agrees that its services shall not include any unsupervised one on one sessions/visits with students, and it shall be Consultant's sole responsibility and duty to provide a signed Parental Consent Form signed by a parent or guardian of each student acknowledging and agreeing in writing that a parent or legal guardian must be present during each treatment/evaluation session conducted outside of the District's facilities. If Consultant's services are provided at the District's facilities, a District certified staff member/designee shall be present at all times Consultant is meeting/working with any student.

Approved by Consultant's Authorized Representative:

Consultant: _____

Signature	Date
Katerina Violante, Program Director	
Name/Title (Print)	

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)* Katerina Violante, Program Director_____

Signature _____Date _____

REVISED 09-13-18

EXHIBIT A

SCOPE OF WORK

Club Xcite will be providing special education teaching staff and one on one academic home tutoring instructors (in person/online) to students with special needs.

Teaching Staff - $75.00 per hour
Academic home tutoring instructors (in person & online) $85.00 per hour.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH EDTHEORY, LLC FOR TEACHING POSITIONS FOR 2021-22 SCHOOL YEAR

BACKGROUND INFORMATION:
Due to lack of teaching staff in special education, the district is entering an agreement with EdTheory, LLC, a Special Education Local Plan Area (SELPA) approved nonpublic agency, to hire teachers with special education credentials until the positions are filled.

Cost Implication: $78.00 per hour (7 hours/day)
Term: September 1, 2021 to June 30, 2022

RECOMMENDATION:
Approve the agreement with EdTheory, LLC to provide the District with teaching personnel specialized in special education curriculum for school year 2021-2022 in an amount up to $85,000.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1, Item 1.21: Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc…) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

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

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$85,000.00	Special Education Fund
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 22nd day of October 2021, by and between the San Ysidro School District, hereinafter called the "District", and

EdTheory, LLC	(925) 215-7781
Company/Consultant	Telephone Number
6701 Koll Center Pkwy Ste 250, Pleasanton, CA 94566	www.edtheory.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: September 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.

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

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

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

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

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

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

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

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

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

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

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

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

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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

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

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

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

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

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

District is waiving this requirement _____ .

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

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

COMPANY:	**EdTheory, LLC**
Name:	Marvel Philip
Title:	Chief Executive Officer
Address:	6701 Koll Center Pkwy Ste 250
City/State/Zip Code:	Pleasanton, CA 94566
Telephone:	(925) 500-8383
Email:	marvel@edtheory.com

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

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT	**DISTRICT**
EdTheory, LCC	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Marvel Philip, Chief Executive Officer	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
Phone Number: (925) 500-8353	Board Approved:

Revised 08-01-2020

ADDENDUM
2021-22

The District will accept, on a one-time only basis, the insurance coverage limits that the Consultant currently has for Sexual Misconduct (Sexual Abuse and Molestation) in order to move forward with the services mentioned on Exhibit A. The Consultant shall provide a current Certificate of Liability indicating the specific insurance coverage limits for the Sexual Misconduct currently in place.

Consultant expressly acknowledges and agrees that its services shall not include any unsupervised one on one sessions/visits with students, and it shall be Consultant's sole responsibility and duty to provide a signed Parental Consent Form signed by a parent or guardian of each student acknowledging and agreeing in writing that a parent or legal guardian must be present during each treatment/evaluation session conducted outside of the District's facilities. If Consultant's services are provided at the District's facilities, a District certified staff member/designee shall be present at all times Consultant is meeting/working with any student.

Approved by Consultant's Authorized Representative:

Consultant: _____

Signature	Date
Marvel Philip, Chief Executive Officer	
Name/Title (Print)	

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____

REVISED 09-13-18

EXHIBIT A

SCOPE OF WORK

Under the supervision of the site administrator and in cooperation with the Special Education Department, the Special Education Teacher (RSP/SDC) provides assessment, instructional services, consultation, coordination, planning, curricular resources, evaluation and remediation for individuals with exceptional needs. These may include all classifications of special education students whose Individualized Education Program (IEP) requires placement in the resource specialist program or special day class program (MM/MS).

Cost Implication: $78.00 per hour x 7 hours per day x 5 days

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH EDTHEORY, LLC

BACKGROUND INFORMATION:
EdTheory, LLC, a nonpublic agency approved by SELPA, will be providing licensed health care personnel to provide healthcare services to special education students in the event that one of the LVNs and/or the District Nurse is absent, it is of vital importance that the District be prepared to find coverage for these employees. In addition, EdTheory, LLC will also be providing Speech Language Pathologists (SLP), as the district is in need of speech therapists to a growing population of special education students with speech services per their Individualized Education Program (IEP), to meet the State and Federal guidelines and compliance.

Term: September 1, 2021 to June 30, 2022

RECOMMENDATION:
Approve/Ratify the San Diego County Nonpublic Master Contract with EdTheory, LLC to provide Healthcare Personnel and Speech & Language Pathologists for school year 2021-2022 in an amount up to $150,000.00 from the Special Education & ESSER III 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	

$150,000.00	Special Education & ESSER III Funds
(Amount)	(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.*

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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.*

2021-2022
Nonpublic
Master Contract

Main Document

San Diego County Nonpublic Master Contract
Main Document

2021-2022

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San Diego County Nonpublic Master Contract
Main Document

2021-2022

NONPUBLIC
MASTER CONTRACT

This Master Contract is made and entered into

this 22nd day of October, 2021 between the

San Ysidro School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

EdTheory, LLC
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

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.

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 September 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,

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.

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:	Notices to the CONTRACTOR shall be addressed to:
Marilyn Adrianzen, Chief Business Official Name/Title	Marvel Philip, Chief Executive Office Name/Title
San Ysidro School District Local Education Agency	EdTheory, LLC Nonpublic
4350 Otay Mesa Rd Address	6701 Koll Center Pkwy Ste 250 Address
San Ysidro / CA / 92173 City / State / Zip	Pleasanton / CA / 94566 City / State / Zip
(619) 428-4476 Phone	(925) 500-8353 Phone
(619) 428-6473 Facsimile	( ) Facsimile
marily.adrianzen@sysdschools.org Email Address	marvel@edtheory.com Email Address

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.

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.

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).

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

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.

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 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.

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

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

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 Contact

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.

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 September 1, 2021 and terminates at 5:00 p.m. on June 30, 2022 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☐ School ☒ Agency

_____ DATE: _____
Authorized Representative Signature

Marvel Philip, Chief Executive Officer
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

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
APPENDIX B: AGENCIES
2021-2022

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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.

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.

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.

SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: EdThery LLC

CONTRACTOR NPA ID NUMBER: 9901941

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	78	hr
Language and Speech (415) - SLP-A (Credentialed)		
Language and Speech (415) – Speech Therapy Assistant		
Language and Speech (415) – Bilingual SLP	80	hr
Language and Speech (415) - Assessment		
Adapted Physical Education (425)		
Adapted Physical Education Assessment (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)	39.82	hr
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)	27.98	hr
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Assistive Technology Services Assessment (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		

Occupational Therapy (460) - Assessment		
Physical Therapy (460)		
Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Psychological Services Assessment (530)		
Behavior Intervention Services (535)		
Behavior Intervention Services (535) - Supervision		
Behavior Intervention Services (535) – Other Provider/Beh.Tech		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		

Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency		
Bus Passes		
Professional Development		

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SECTION 6: APPROVALS

CONTRACTOR
Nonpublic Agency

_____ DATE: _____
Authorized Representative Signature

Marvel Philip, Executive Office
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

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: October 21, 2021

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH THE SPEECH PATHOLOGY GROUP, INC. FOR 2021-2022 SCHOOL YEAR

BACKGROUND INFORMATION:
Children who are identified as having language-processing disorder may benefit from language therapy. Therapy can be provided to help improve children who have word finding difficulty, language processing disorder or delay, phonological awareness deficits, verbal problem solving weaknesses, listening comprehension difficulty and such.

The Speech Pathology Group, Inc., a non-public agency, will be providing speech services to students who receive special education services per their Individualized Education Program (IEP) for the 2021-2022 school year, in order to meet the State and Federal regulations and compliance. The Speech and Language Pathologist (SLP) will conduct initial and triennial evaluations, provide support to the general education staff and students as part of response to intervention, and consult with special education staff with regard to communication development strategies.

Cost Implications: $80.00/hour x hours/day x # of students. Total cost to be determined.
Term: October 4, 2021 to June 30, 2022.

RECOMMENDATION:
Approve the San Diego County Nonpublic Master Contract with The Speech Pathology Group, Inc. for school year 2021-2022 to provide services until positions are filled from the Special Education Fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1, Item 1.21: Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc…) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2021-2022 Budget? ☒ Yes ☐ No

Requisition #

TBD	Special Education
(Amount)	(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.*

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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.*

2021-2022
Nonpublic
Master Contract

Main Document

San Diego County Nonpublic Master Contract
Main Document

2021-2022

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San Diego County Nonpublic Master Contract
Main Document

2021-2022

NONPUBLIC
MASTER CONTRACT

This Master Contract is made and entered into

this 22nd day of October, 2021 between the

San Ysidro School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

The Speech Pathology Group, Inc.
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

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.

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 October 4, 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,

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.

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:	Notices to the CONTRACTOR shall be addressed to:
Marilyn Adrianzen, Chief Business Official Name/Title	Susan Stark, President Name/Title
San Ysidro School District Local Education Agency	The Speech Pathology Group, Inc. Nonpublic
4350 Otay Mesa Rd. Address	2021 Ygnacio Valley Road C-103 Address
San Ysidro / CA / 92173 City / State / Zip	Walnut Creek / CA / 94598 City / State / Zip
(619) 424-4476 Phone	(925) 945-1478 x 138 Phone
(619) 428-6473 Facsimile	(925) 945-1478 Facsimile
marilyn.adrianzen@sysdschools.org Email Address	contracts@pgtherapy.com Email Address

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.

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.

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).

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

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.

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 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.

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

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

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 Contact

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.

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 October 4, 2021 and terminates at 5:00 p.m. on June 30, 2022 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☐ School ☒ Agency

_____ DATE: _____
Authorized Representative Signature

Susan Stark, President
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE: 10-21-21

2021-2022
Nonpublic
Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2021-2022

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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.

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.

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.

SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: The Speech Pathology Group, Inc.

CONTRACTOR NPA ID NUMBER: 9900164

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	80.00	hr
Language and Speech (415) - SLP-A (Credentialed)		
Language and Speech (415) – Speech Therapy Assistant		
Language and Speech (415) – Bilingual SLP		
Language and Speech (415) - Assessment		
Adapted Physical Education (425)		
Adapted Physical Education Assessment (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Assistive Technology Services Assessment (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		

Occupational Therapy (460) - Assessment		
Physical Therapy (460)		
Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Psychological Services Assessment (530)		
Behavior Intervention Services (535)		
Behavior Intervention Services (535) - Supervision		
Behavior Intervention Services (535) – Other Provider/Beh.Tech		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		

Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency		
Bus Passes		
Professional Development		

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SECTION 6: APPROVALS

CONTRACTOR
Nonpublic Agency

_____ DATE: _____
Authorized Representative Signature

Susan Stark,President
(Type) Name and Title

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval DATE: 10-21-21

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

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

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH KONE INC.

BACKGROUND INFORMATION:
KONE Inc. is one of the global leaders in the elevator and escalator industry. The company has been committed to understanding the needs of its customers for the past century, providing industry-leading elevators, escalators and automatic building doors as well as innovative solutions for modernization and maintenance.

Cost implications: $3,731.70 per month
Term: December 1, 2021 to June 30, 2025

RECOMMENDATION:
Approve/Ratify the 4-year agreement with Kone Inc. to provide repair and maintenance services to elevators and wheelchair lifts installed at the school sites in an estimated annual amount of $44,780.40 from the Routine Restricted Maintenance fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #2 Safety, Climate and Student Engagement
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	

$44,780.40	Routine Restricted Maintenance Fund	
(Amount)	(Name of funding source and/or location)	

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

Purchaser ("Purchaser"):
San Ysidro School District
4350 Otay Mesa Road
San Diego, CA 92173

Service Location ("Premises"):
Various Locations
(See page 8 for details)

KONE Inc. ("KONE")
San Diego
9850 Businesspark Ave.
San Diego, CA 92131

KONE Care™ Plus Agreement for Vertical Transportation ("Agreement")

SAN YSIDRO SCHOOL DISTRICT

(Signature of Authorized Representative)

Marilyn Adrianzen
(Print Name)

Chief Business Official
Title

Date

Board approved:

Respectfully submitted,

Robert DeSimone
KONE Inc.

(Approved by) Authorized Representative

Title

Date

EQUIPMENT DESCRIPTION ("Equipment")

Manufacturer	Hydraulic		MRL		Geared Traction		Gearless Traction		Escalator	Powerwalk	Other
	Passenger	Freight	Passenger	Freight	Passenger	Freight	Passenger	Freight			
Various	4		1								9

TENDER DATE: 11-01-21

EFFECTIVE DATE: **12/02/2021 to 06-30-2025**

PRICE

$3,731.70 per month payable by Purchaser quarterly. If Purchaser does not sign this Agreement within 90 days after the tender date stated above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Semi-Annual in advance payment	N/A		
Quarterly in advance payment	N/A		
Monthly in advance payment	N/A		

SCOPE OF SERVICES

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, unless specifically excluded below, KONE will repair or replace

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the components listed below if the repair or replacement is, in KONE's sole judgment, necessitated by normal wear and tear. Unless specifically included elsewhere in this Agreement or unless Purchaser has separately contracted with KONE for the work, all other work related to the equipment is Purchaser's responsibility.

TRACTION ELEVATORS

RELAY LOGIC CONTROL SYSTEM
All control system components.

MICROPROCESSOR CONTROL SYSTEM
All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

GEARED/GEARLESS MACHINES
All geared and gearless machine components.

WIRING
All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

CAR EQUIPMENT
All elevator control system components on the car.

HOISTWAY AND PIT EQUIPMENT
All elevator control equipment, car and counterweight buffers, overspeed governors, governor tension sheave assemblies, and car and counterweight safeties.

RAILS AND GUIDES
Guide rails, guide shoe gibs, and rollers.

ROPES
Hoist ropes, governor ropes, and compensation ropes.

DOOR EQUIPMENT
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

MANUAL FREIGHT DOOR EQUIPMENT
Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

POWER FREIGHT DOOR EQUIPMENT
Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

SIGNALS AND ACCESSORIES
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

HOURS OF SERVICE

All services described above will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

SERVICE REQUESTS (CALLBACKS)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade. Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.

If Purchaser requests service on overtime, Purchaser will be charged the premium portion of KONE's hourly billing rate for each overtime hour.

REPORTING SERVICES

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

EXCLUSIONS

The following are excluded from the scope of services.

GENERAL
KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date; removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the

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building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's direct control.

KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.

OBSOLESCENCE
A component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components will also be at the Purchaser's expense.

Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, or the OEM designates the component as obsolete. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. The component that replaces the obsolete components is covered under this Agreement.

ELEVATOR
Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; telephones or communication devices; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

REMOTE MONITORING

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

SAFETY

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Notwithstanding anything to the contrary contained in this Agreement, if in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.
(See Attachment A

NOTICE OF MALFUNCTION OR INJURY

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement

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becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

THIRD PARTY SERVICES

All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.

If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.

If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will re-imburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

NON-KONE EQUIPMENT

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams and (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

TERM AND TERMINATION

This Agreement will commence on the effective date and continue for an initial period of THREE (3) years. ~~This Agreement will thereafter automatically renew for successive terms of THREE (3) years. Either party may terminate this Agreement at the end of the initial THREE (3) year term or at the end of any subsequent THREE (3) year term by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.~~

If a party materially breaches the Agreement, the other party may provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party. If KONE notifies Purchaser of a material breach pursuant to this paragraph, KONE may temporarily suspend services under this Agreement during the specified cure period.

CANCELLATION

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. ~~Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.~~

ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a third party, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the third party. Purchaser will promptly provide KONE with a copy of such assignment.

PRICE ADJUSTMENTS

~~If the term of the Agreement exceeds one (1) year,~~ KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

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PAYMENT TERMS

Payment is due net thirty (30) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. ~~Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.~~

SUSPENSION OF SERVICE

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under any and all contracts with the Purchaser until all invoices are current or Purchaser cures the breach.

Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser.

If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the period of non-payment.

Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

TAXES

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

INDEMNIFICATION

To the extent permitted by law, Purchaser will indemnify, defend, and hold KONE harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, whether arising from or related to Purchaser's, KONE's, or any third party's negligence, willful misconduct, or acts or omissions in performance of the Agreement.

LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.

In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

Purchaser will name KONE as an additional insured on its insurance policy.

Any waiver of claims, damages, or other rights, whether such rights arise under the Agreement or by law or in equity, purported to be made by KONE in the Agreement is null and void and will not be considered in interpreting the Agreement.

U.S. GOVERNMENT SALES

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

FORCE MAJEURE

A party is not liable for failure to perform its obligations under the Agreement if such failure is beyond its control and without its fault and results from Acts of God (including without limitation fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), civil war, civil strife, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, or lockout, epidemic or pandemic, or interruption or failure of electricity or telephone service. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

VENUE

The exclusive venue for any dispute between the parties shall be in the County of Rock Island, State of Illinois.

PROPERTY RIGHTS

KONE will provide Purchaser with any of its information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains its sole property. If KONE's contract

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terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.

KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

MISCELLANEOUS

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.

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KRMS Voice Monitoring Service Option

KONE will provide its KRMS voice monitoring service. Purchaser will provide an analog phone line to the elevator machine room to be terminated on the appropriate phone jacks. If the phone line is an extension off an existing phone system, Purchaser will provide a backup power source. If applicable, the extension must be direct inward dial (DID). All phones and associated equipment must comply with ASME A17.1, local codes, and applicable law. Purchaser will provide KONE with the elevator phone number(s) or extension(s) so that these may be programmed to call the KONE Service Center. Purchaser will complete the below information and update KONE with the information immediately in writing if the information changes. Purchaser's named representatives must be available 24/7 for contact by KONE. If the KONE Service Center receives a call from an elevator, KONE will contact Purchaser's representatives in the order listed below. KONE will contact the local emergency authorities only if there is an emergency or when KONE cannot reach Purchaser's representatives. Upon termination of the Agreement, Purchaser must immediately reprogrammed all elevator phones to dial a number other than a KONE phone number, and KONE will block the elevator phone numbers from contracting the KONE Service Center.

KRMS Activation Fee: No Charge

KRMS Service Fee: Purchaser will also pay a service fee of $0.00 per annual installment.

The Service Fee is based upon annual in advance payment. In the event Purchaser chooses an alternate payment option on page 1, additional surcharge will apply.

Elevator Description	**Equipment #**	**Elevator Phone # and Extension for Caller ID**
1. All Elevator Services	All	On File
First Point of Contact (Required)		
Name: Paulo Azevedo	Title: Director, MOTF	
Phone #: (619) 428-4476	Cell Phone #: (619) 454-0956	
Second Point of Contact (Required)		
Name: Jose Leon	Title: Lead Maintenance	
Phone #: (619) 428-4476	Cell Phone #: (619) 454-0859	
Third Point of Contact (Optional)		
Name: Jesus Sanchez	Title: Maintenance/Locksmith	
Phone #: (619) 428-4476	Cell Phone #: (619) 454-0873	
Local Emergency Authorities (Required)		
Fire Department Phone #: 911 or (619) 533-3780	Police Department Phone #: (619) 531-2000 or 911	

If Purchaser wishes to include KRMS voice monitoring services in the Agreement, Purchaser will accept by initialing below.

Accepted

Not Applicable

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Attachment A
Additional Terms and Conditions

The parties hereby agree to be bound to the terms contained in the Agreement, together with those terms contained in this Attachment A. In the event of conflict between terms contained in the Agreement and terms contained in this Attachment A, the terms in this Attachment A shall supersede and prevail.

This contract includes KONE Full Service Maintenance coverage on the Vertical Transportation equipment at the following locations:

1. Ocean View Hills School, 1 WCL: Monthly Value: $220.20
2. Sunset School, 1 WCL, 1 Elevator: Monthly Value: $570.20
3. San Ysidro Middle School, 3 WCL: Monthly Value: $660.60
4. Vista Del Mar School, 1 Elevator, 1 WCL: Monthly Value: $570.20
5. Willow Elementary, 1 WCL, 3 Elevators: Monthly Value: $1,270.10
6. Smythe Elementary, 1 WCL: Monthly Value $220.20
7. La Mirada Elementary, 1 WCL: Monthly Value $220.20

- Contract includes all State-mandated Testing (in effect at this time). Fees paid by School District.
- Each elevator will undergo 12 maintenance visits per year.
- Each Wheel Chair lift (9 total) will undergo preventive maintenance visits twice per year (on bi-annual basis).
- Each elevator includes the State-mandated Firefighter Service testing (as applicable).
- Annual Price Escalation shall not exceed two and one-half percent (2.5%) per year
- Should KONE hire a Subcontractor, the Subcontractor must name San Ysidro School District as Additional Insured.
- INDEMNIFICATION: Each party hereto shall hold harmless from all damages and indemnify the other for its own torts, breaches of contract, and all other acts which produce loss or liability. The parties further agree that there shall be a right of contribution between themselves for all acts that cause loss or liability and said contribution shall be based upon their comparative fault. It is the intention of the parties that each shall defend and be liable for all damages caused by its own acts.
- INSURANCE: KONE, INC shall comply with the insurance provisions as provided on Exhibit A of the agreement.
- Contract Includes KONE's 24/7 Connected Services with IBM Watson to be equipped on all five (5) elevators (a value of $65 per elevator per month - INCLUDED at no additional cost to the District). Predictive elevator maintenance technology with IBM Watson will only benefit via adding additional service visits to supplement your existing preventative maintenance plan!

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CUSTOMER INFORMATION

Who is the Agreement with?		
Legal Name of the Company: San Ysidro School District		
Address: 4350 Otay Mesa Road		
City: San Ysidro	State: CA	Zip: 92173
Contact Name: Paulo Azevedo	Title: Director, MOTF	
Phone: (619) 428-4476	Fax: (619) 428-9355	
Is the Owner tax exempt? ☐ Yes (If Yes, provide the Tax Exemption Certificate.) ☐ No		
Federal Tax ID #: 95-6002821		

Where should the invoices be sent?		
Legal Name of the Company: San Ysidro School District		
Attention: Accounts Payable (Note: please email invoices)		
Address: 4350 Otay Mesa Rd.		
City: San Ysidro	State: CA	Zip: 92173
Contact Name: Blanca Vega	Title:	
Phone: (619) 428-4476 x3005	Fax:	
Federal Tax ID #: Same as above	Email: blanca.vega@sysdschools.org	

Who will be responsible for paying the invoices?		
Legal Name of the Company: San Ysidro School District		
Attention: Same as above		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

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EXHIBIT A

Agreement between KONE INC. and SAN YSIDRO SCHOOL DISTRICT (District)

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

(1) Time for Compliance. KONE INC. 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, KONE INC. shall not allow any subcontractors or employees to commence work until it has provided evidence satisfactory to the District.

(2) Requirements and Limits. KONE INC. 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 KONE INC., its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

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 of **$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 KONE INC. has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit of **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. **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.

5. **Owners and Contractors Protective Liability policy (OCPL):** Issued with limits of $2,000,000 and naming The San Ysidro School District, its officers, officials, employees, and volunteers as the Named Insureds.

Primary Coverage

For any claims related to this contract, the **KONE INC.'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 KONE INC.'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.

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 KONE INC. must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage
KONE INC. 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 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 KONE INC.'s obligation to provide them.

Approved/Agree:

Kone Authorized Representative Signature

Date: _____

San Ysidro School District:

Marilyn Adrianzen, Chief Business Official

Date: _____

Board Approved: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

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

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH AGUILAR ARCHITECTS FOR POST CONSTRUCTION SERVICES – AMENDMENT NO. 6

BACKGROUND INFORMATION:
Due to the reconfiguration and modernization that took place at La Mirada and Smythe Schools, there are several outstanding post construction items that need to be identified and resolved. The District, with the assistance of the Facilities Consultant, is looking into closing out these projects with the Division of the State Architect (DSA).

Aguilar Architects, is the Architect and Engineering company that designed the schools modernization projects and is assisting the District with post construction issues affecting the completion and successful closeout and certification of the Smythe and La Mirada Schools.

Amendment No. 6, is to extend the term of the agreement to 2021-22 (end date of June 30, 2022). All other terms & conditions including prior amendment language remain the same.

RECOMMENDATION:
Approve/Ratify Amendment No. 6 to the Aguilar Architects Agreement to extend the term of the agreement to include fiscal year 2021-22 for Post Construction items that require attention for DSA closeout of the La Mirada and Smythe Modernization Projects from the 2012 COPS Savings.

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	

No change	2012 COPS Savings
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

AMENDMENT NO. 6

The Professional Services Agreement between San Ysidro School District (District) and Aguilar Architects was entered on August 10, 2018, to provide Post Construction Services for La Mirada and Smythe Elementary School Modernizations.

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

- SECTION NO. 1.2 TERM:

  Extend the Term's end date to June 30, 2022 or until project completion whichever happens first. The Project has not been completed; this extension would allow ample time for completion.

All other Terms and Conditions of the Agreement dated August 10, 2018 and any approved Amendments that followed remain the same.

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

Aguilar Architects Firm Name	**San Ysidro School District** Firm Name
Signature of Authorized Agent	Signature
Guillermo Aguilar, AIA Principal 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: October 21, 2021

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

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

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO STATE UNIVERSITY RESEARCH FOUNDATION FOR THE NATIONAL CENTER FOR URBAN SCHOOL TRANSFORMATION (NCUST) PROGRAM – EQUITY AND EXCELLENCE REVIEW 2021-2024

BACKGROUND INFORMATION:
The National Center for Urban School Transformation (NCUST) identifies, awards, and studies urban schools around the nation in which all racial/ethnic groups of students perform (on multiple indicators) at levels higher than the overall State average.

NCUST will provide Equity and Excellence Review to each of the district's seven schools. The review will provide the district and each school's leadership team a clear sense of existing strengths that are similar to the strengths NCUST finds in the schools that earn the Center's America's Best Urban Schools Award. This information will be useful as school and district leaders seek to reinforce and build upon existing strengths. Also, the Equity and Excellence Reviews will provide the district and each school's leadership team a clear sense of ways in which curricula, instruction, and school culture are different from what exists in award-winning schools. This information will help school and district leaders chart a course for steady improvement of teaching, learning, and school culture. The Equity and Excellence Reviews will provide powerful recommendations for improvement, based on the best practices found in schools that achieve impressive results for all demographic groups. NCUST Executive Coaches will help SYSD principals and district leaders develop and implement powerful plans that will accelerate improvements in ways that improve outcomes for all students served in San Ysidro, including the district's English learners.

RECOMMENDATION:
Approve/Ratify the agreement with San Diego State University Research Foundation for the National Center for Urban School Transformation (NCUST) Program to provide Equity and Excellence Reviews during 2021-2024 school years at an estimated cost of $105,000.00 from the Title I fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):
Goal #1: Student Achievement – All students, including English Learners will improve annually in all content areas.

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

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$105,000.00 (Amount)	Title I Fund (Name of funding source and/or location)	

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

AGREEMENT FOR PROFESSIONAL SERVICES

San Diego State University Research Foundation (Contractor)
5250 Campanile Drive
San Diego, CA 92182

on behalf of
NATIONAL CENTER FOR URBAN SCHOOL TRANSFORMATION
9245 Sky Park Court, Suite 120
San Diego, CA 92123

Attention:
Sandra M. Nordahl, CRA
Director, Sponsored Research Contracting and Compliance
Email: sdsurfawards@sdsu.edu

With copy to:
Karen Jones, NCUST Director of Operations (619-594-7905)

and

San Ysidro School District (District)
4350 Otay Mesa Road
San Ysidro, CA 92173

Attention: Dr. Gina Potter, Superintendent

NOW, THEREFORE, the Parties agree as follows:

1. PERIOD OF AGREEMENT. The term of this Agreement shall be from October 1, 2021 through June 30, 2024.

2. DUTIES OF THE CONTRACTOR. Contractor shall provide services in accordance with EXHIBIT A, Section I, which is attached hereto and made a part hereof.

3. STAFFING. Contractor shall be solely responsible for staff providing services under this Agreement. Contractor certifies that staff and/or trainees providing the services are adequately trained and prepared according to prevailing professional standards for providing such services. Contractor assumes full responsibility for workers' compensation insurance and for payment of all Federal, State and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Contractor's staff providing services under this Agreement.

4. INDEPENDENT CONTRACTOR. While engaged in performance of this Agreement the Contractor is an independent contractor and is not an officer, agent, or employee of the District.

5. CONTRACT VALUE. The District shall pay the Contractor a fixed price, not to exceed $105,000 for implementing and providing the services described in EXHIBIT A, Section II. Payment shall be made by

District to the Contractor in in accordance with the schedule specified in EXHIBIT A, Section II which is attached hereto and made a part hereof.

6. RIGHTS TO REPORTS. The rights to any report or evaluation developed by the Contractor in connection with this Agreement shall belong to the Contractor. District shall have the right to use material developed under this contract for non-commercial education and research purposes.

7. ENTIRE AGREEMENT/AMENDMENT. This Agreement and any exhibits attached hereto constitute the entire Agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both Parties to this Agreement.

8. SEVERABILITY. If any section, provision or portion of this Agreement is held to be invalid, illegal or void by a court of proper jurisdiction, the remainder of this Agreement shall nevertheless subsist and continue in full force and effect.

9. AUTHORITY. Contractor has full power and authority to enter into this Agreement and to perform hereunder, and such entry and performance do not and will not violate any rights of any third party.

10. INDEMNIFICATION. Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, agents or employees.

    District shall defend, indemnify and hold harmless Contractor, San Diego State University, Trustees of the CSU, the State of California, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officers, agents or employees.

11. TERMINATION. Either Party may, by thirty (30) days written notice stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time. Contractor shall be entitled to payment of allowable and any uncancellable costs up to and including date of termination or such reasonable part of the fee as shall apply to services properly performed prior to the date of postponement, suspension or termination.

12. ORDER OF PRECEDENCE. The use of any purchase orders to facilitate issuance of payments under this Agreement shall be in accordance with the terms of the Agreement, and any terms or conditions contained within such purchase order that directly contradict or conflict with the Agreement or subsequent amendments shall be deemed "RESERVED" or self-deleting.

IN WITNESS HEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED.

- DISTRICT-

SAN YSIDRO SCHOOL DISTRICT

BY _____

Dr. Gina Potter

TITLE: Superintendent

Dated _____

-CONTRACTOR-

SAN DIEGO STATE UNIVERSITY RESEARCH FOUNDATION
on behalf of
NATIONAL CENTER FOR URBAN SCHOOL TRANSFORMATION

BY Sandra M. Nordahl, CRA Digitally signed by Sandra M. Nordahl, CRA Date: 2021.09.14 14:49:43 -07'00'

Sandra M. Nordahl, CRA

TITLE: Director, SR Contracting and Compliance
Federal Tax ID #95-6042721

Dated: 09/14/2021

and BY *Francisco Escobedo*
Francisco Escobedo, Ed.D.

TITLE: Exec. Director, National Center for Urban School Transformation

Dated: 9/14/2021

Exhibit A

I. DUTIES OF THE CONTRACTOR

This scope of work is designed to support SYSD efforts to develop schools that are models of equity and excellence. Specifically, we propose to provide NCUST's Equity and Excellence Review to each of the district's seven schools. The review will provide the district and each school's leadership team a clear sense of existing strengths that are similar to the strengths NCUST finds in the schools that earn the Center's America's Best Urban Schools Award. This information will be useful as school and district leaders seek to reinforce and build upon existing strengths. Also, the Equity and Excellence Reviews will provide the district and each school's leadership team a clear sense of ways in which curricula, instruction, and school culture are different from what exists in our award-winning schools. This information will help school and district leaders chart a course for steady improvement of teaching, learning, and school culture. The Equity and Excellence Reviews will provide powerful recommendations for improvement, based on the best practices found in schools that achieve impressive results for all demographic groups. NCUST Executive Coaches will help SYSD principals and district leaders develop and implement powerful plans that will accelerate improvements in ways that improve outcomes for all students served in San Ysidro, including the district's English learners.

A. Focus

Since 2005, NCUST has been identifying, awarding, and studying schools where all demographic groups achieve remarkable outcomes. NCUST has disseminated information about the best practices of these schools through articles and books including, *Teaching Practices from America's Best Urban* Schools, *Leadership in America's Best Urban Schools,* and *Five Practices for Improving the Success of Latino Students.* Furthermore, NCUST has developed and implemented services designed to help school leaders emulate many of the practices that led to outstanding outcomes for students of color, students from low-income families, English learners, foster children, recent immigrants, and other demographic groups. The focus of this proposal is to support the SYSD leadership and all seven SYSD principals and their leadership teams in building upon their strengths and addressing opportunities for improvement in ways that improve learning outcomes for all demographic groups, including English learners.

Specifically, NCUST proposes to do the following:

- NCUST proposes to conduct NCUST Equity and Excellence Reviews for each of the San Ysidro Schools. The NCUST Equity and Excellence Review is an intensive review that examines how every demographic group experiences the school culture, curriculum, and instruction. Through the review, NCUST helps leaders understand how their school is similar to and different from the high-performing schools NCUST has awarded and studied. The review will provide recommendations designed to help the principal and the school's leadership team generate improved outcomes for all students, including the demographic groups that have been least well served.

- NCUST proposes to share the Equity and Excellence Review results with both district and school leaders. We will support district and school leaders in identifying report recommendations that resonate with their understanding of school and district needs and their perceptions of the strongest leverage points for accelerating improved outcomes for students. Once leaders have identified the recommendations they commit to

implementing, NCUST will helps leader make measurable progress in implementing those recommendations.

B. Schedule of Activity

1. Year One: 2021-2022

October 2021
SYSD leaders will determine which two schools should be the first to participate in the Equity and Excellence Review process. As soon as the first two schools are identified, NCUST will work with the principals to plan dates and activities for Equity and Excellence Reviews.

October 2021 through December 2021
NCUST Executive Coaches will conduct visits and deliver report findings and recommendations. Based upon the agreed upon plans, NCUST's Executive Coaches will collect qualitative data through interviews with students, parents, teachers, support staff, school leaders, and the district leaders who supervise the principals. As well, the Executive Coaches will observe almost all classes at each school. Additionally, the team will review various quantitative data regarding the achievement of the students at each school. In December 2021 (or sooner), the NCUST Executive Coaches will present to the principals of both of the schools visited (along with the principals' district-level supervisor and the school's leadership team) a detailed report with findings and recommendations. The recommendations will be tailored to help the principal accelerate the school's progress toward remarkable learning outcomes for every demographic group. During December, the Executive Coaches will work with each principal and district leaders to identify the report recommendations that resonate most with their understanding of the school's strengths and needs. The Executive Coaches will support each principal in developing detailed plans for implementing selected recommendations.

NCUST Executive Coaches will share recommendations and school implementation plans with District Superintendent. Also, prior to the end of the calendar year, the NCUST Executive Coaches will meet the District Superintendent to review the findings, recommendations, and school implementation plans. During the meeting, the NCUST team will offer district-level recommendations for supporting both schools.

January 2022 through June 2022
NCUST Executive Coaches will conduct monthly follow-up visits. Each month (between January 2022 and June 2022), an Executive Coaches will conduct a half-day visit to each of the two schools that received an Equity and Excellence Review. The half-day visits will be designed to examine progress toward the implementation of the plan and support the principal and the principal's leadership team in implementing challenging aspects of the plan. The visits will be structured to build the capacity of leaders to ensure the successful implementation of the recommendations upon which they chose to focus.

NCUST Executive Coaches will conduct follow-up visits with the District Superintendent. Also during this period, the NCUST Executive Coaches will meet with the District Superintendent at least twice to discuss progress at both schools and strategies for continuing to support the schools as they advance toward equity and excellence.

2. **Year Two: 2022-2023**

July 2022 through June 2023
NCUST Executive Coaches will conduct quarterly visits with the principals of the two schools visited in 2021. The visits will provide the principals support and guidance as they pursue implementation of recommendations. As well, the visits will include classroom observations and the examination of formative learning data to help the principals and their leadership teams strengthen school cultures, curricula, and instruction in ways that advance the implementation of their improvement plans.

July 2022 through August 2022
SYSD leaders will determine which three schools should be the next to participate in the Equity and Excellence Review process. As soon as the three schools are identified, NCUST will work with the principals to plan dates and activities for Equity and Excellence Reviews.

September 2022 through October 2022
NCUST Executive Coaches will conduct visits and deliver report findings and recommendations. Based upon the agreed upon plans, NCUST's Executive Coaches will collect qualitative data through interviews with students, parents, teachers, support staff, school leaders, and the district leaders who supervise the principals. As well, the Executive Coaches will observe almost all classes at each school. Additionally, the team will review various quantitative data regarding the achievement of the students at each school.
By the end of October 2022, the Executive Coaches will present to the principals of the three schools visited (along with the principals' district-level supervisor and the school's leadership team) a detailed report with findings and recommendations. The recommendations will be tailored to help the principal accelerate the school's progress toward remarkable learning outcomes for every demographic group. During October, the Executive Coaches will work with each principal and district leaders to identify the report recommendations that resonate most with their understanding of the school's strengths and needs. The Executive Coaches will support each principal in developing detailed plans for implementing selected recommendations.

NCUST Executive Coaches will share recommendations and school implementation plans with District Superintendent. Also, in October, the NCUST Executive Coaches will meet the District Superintendent to review the findings, recommendations, and school implementation plans. During the meeting, the NCUST team will offer district-level recommendations for supporting the three schools.

November 2022 – June 2023
Each month (between November 2022 and June 2023), an Executive Coach will conduct a half-day visit to each of the three schools that received an Equity and Excellence Review in fall 2022. The half-day visits will be designed to examine progress toward the implementation of the plan and support the principal and the principal's leadership team in implementing challenging aspects of the plan. The visits will be structured to build the capacity of leaders to ensure the successful implementation of the recommendations upon which they chose to focus.

NCUST Executive Coaches will conduct follow-up visits with the District Superintendent. Also during this period, the NCUST Executive Coaches will meet with the District Superintendent at least three times to discuss progress at the five schools (the two visited in 2021 and the three visited in 2022) and strategies for continuing to support the schools as they advance toward equity and excellence.

3. **Year Three: 2023-2024**

July 2023 through June 2024
NCUST Executive Coaches will conduct quarterly visits with the principals of the two schools visited in 2021 and the three schools visited in 2022. The visits will provide the principals support and guidance as they pursue implementation of recommendations. As well, the visits will include classroom observations and the examination of formative learning data to help the principals and their leadership teams strengthen school cultures, curricula, and instruction in ways that advance the implementation of their improvement plans.

July 2023 through September 2023
NCUST will work with the final two SYSD principals to plan dates and activities for Equity and Excellence Reviews. Based upon the agreed upon plans, NCUST's Executive Coaches will collect qualitative data through interviews with students, parents, teachers, support staff, school leaders, and the district leaders who supervise the principals. As well, the Executive Coaches will observe almost all classes at each school. Additionally, the team will review various quantitative data regarding the achievement of the students at each school.

September 2023 – October 2023
NCUST Executive Coaches will conduct visits and deliver report findings and recommendations. By the end of October 2023, the Executive Coaches will present to each principal (along with the principal's district-level supervisor and the school's leadership team) a detailed report with findings and recommendations. The recommendations will be tailored to help the principal accelerate the school's progress toward remarkable learning outcomes for every demographic group. During October, the Executive Coaches will work with each principal and district leaders to identify the report recommendations that resonate most with their understanding of the school's strengths and needs. The Executive Coaches will support each principal in developing detailed plans for implementing selected recommendations.

NCUST Executive Coaches will share recommendations and school implementation plans with District Superintendent. Also, in October, the NCUST Executive Coaches will meet the District Superintendent to review the findings, recommendations, and school implementation plans. During the meeting, the NCUST team will offer district-level recommendations for supporting the three schools.

November 2023 – June 2024
Each month (between November 2023 and June 2024), an Executive Coach will conduct a half-day visit to each of the two schools that received an Equity and Excellence Review in fall 2023. The half-day visits will be designed to examine progress toward the implementation of the plan and support the principal and the principal's leadership team in implementing challenging aspects of the plan. The visits will be structured to build the

capacity of leaders to ensure the successful implementation of the recommendations upon which they chose to focus.

NCUST Executive Coaches will conduct follow-up visits with the District Superintendent. Also during this period, the NCUST Executive Coaches will meet with the District Superintendent at least three times to discuss progress at all seven schools and strategies for continuing to support the schools as they advance toward equity and excellence.

1. **PAYMENT SCHEDULE:** In accordance with the contract, District shall pay Contractor the following amount by the date listed:
   A. By January 1, 2022, District shall pay Contractor $9,545.
   B. By April 1, 2022, District shall pay Contractor $9,545.
   C. By July 1, 2022, District shall pay Contractor $9,545.
   D. By October 1, 2022, District shall pay Contractor $9,545.
   E. By January 1, 2023, District shall pay Contractor $9,545.
   F. By April 1, 2023, District shall pay Contractor $9,545.
   G. By July 1, 2023, District shall pay Contractor $9,545.
   H. By October 1, 2023, District shall pay Contractor $9,545.
   I. By January 1, 2024, District shall pay Contractor $9,545.
   J. By April 1, 2024, District shall pay Contractor $9,545.
   K. By June 30, 2024, District shall pay Contractor $9,550.
   L. Contractor shall submit to the District itemized invoices which indicate work completed by Contractor. District shall review each invoice submitted to determine that the work performed is in compliance with the provisions of this Agreement. District shall pay invoice within 30-days of receipt of acceptable invoice and in accordance with this Agreement.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH THE PARENT INSTITUTE FOR QUALITY EDUCATION (PIQE)

BACKGROUND INFORMATION:
The Parent Institute for Quality Education (PIQE) creates partnerships between parents, students, and educators to further students' academic success. As a result of their work in parent engagement, more than 1.5 million under-served student's educations have been enhanced since their inception in 1987. Public schools value them, parents need them, and students use them as a springboard to their own personal and career success.

PIQE will continue to provide a Parent Engagement in Education Program and will also implement its Social Emotional Learning (SEL) Program during the 2021-22 school year at the seven schools in our District. Participants will learn about the importance of Social Emotional Learning and its impact on academic success.

PIQE will recruit parents, provide a needs-assessment session, will conduct a series of weekly training sessions for parents and will have a graduation ceremony with certificates given to parents who attend four sessions or more. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.

RECOMMENDATION:
Approve the Memorandum of Understanding with the Parent Institute for Quality Education for the 2021-2022 school year at a cost not to exceed $42,000.00 from the Title I fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 3: Parent Engagement - Action: 3.3: Provide professional development opportunities for parents to learn about the educational system and how they can support their children.

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

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$42,000.00	Title I Fund
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 22nd day of October 2021, by and between the San Ysidro School District, hereinafter called the "District", and

Parent Institute for Quality Education (PIQE)	619-420-4499
Company/Consultant	Telephone Number
22 West 35th Street, Suite 201, National City, CA 91950	www.piqe.org
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: October 22, 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. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

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

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

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

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

4.5 LAWS AND REGULATIONS
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 appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives _____**
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives _____**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives _____**

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: 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:	**Parent Institute for Quality Education (PIQE)**
Name:	Carmen Russian
Title:	Executive Director
Address:	22 West 35th Street, Suite 201
City/State/Zip Code:	National City, CA 91950
Telephone:	619-420-4730 or 619-517-2127
Email:	crussian@piqe.org

DISTRICT:	**San Ysidro School District**	
Name:	Marilyn Adrianzen	Cynthia Gonzalez
Title:	Chief Business Official	Executive Director, Educational Services
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3070
Email:	Marilyn.adrianzen@sysdschools.org	Cynthia.gonzalez@sysdschools.org

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT	**DISTRICT**
Parent Institute for Quality Education (PIQE)	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Carmen Russian, Executive Director	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
	Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____

REVISED 09-13-18

EXHIBIT A

Project Name: San Ysidro School District – Parent Institute for Quality Education (PIQE) Partnership School Year 2021-2022.

Scope of Work:
The Parent Institute for Quality Education will implement its Social Emotional Learning (SEL) and Parent Engagement in Education Programs to support the district's Local Control Accountability Plan (LCAP) Parent Engagement goals for the 2021-2022 fiscal year.

Project Goals:
The proposed programs will coordinate and deliver parent education workshops to families of students enrolled in the San Ysidro School District during the School year 2021-2022.
Social Emotional Learning curriculum for families with children K-8 grades. Participants will learn about the importance of Social Emotional Learning and its impact on academic success. The five domains of social-emotional health will be explained along with implementation strategies to help support SEL at home.

Target Population:

Project Participants: Families with children enrolled in the San Ysidro School District.

Project Deliverables:

A. PIQE will provide **Social Emotional Learning** course for the families of the children enrolled in the seven schools in San Ysidro School District
B. PIQE will recruit parents by phone, provide a series of weekly training sessions for parents culminating in a graduation ceremony with certificates given to parents who attend four core sessions or more.
C. Virtual Services: For virtual services, PIQE will support families with online connectivity and navigation, bridge families to resources, and support families to re-engage and transition to distance learning via a virtual platform (Zoom).

Attachments:
- Social-Emotional Learning Topics and Objectives Table (K-8th grade).

Compensation:

Social-Emotional Learning series at the seven school district schools: $6,000 flat fee per school for up to 50 parents and two classes per school. Any additional class will be $2,000 for up to 30 parents.

Now Anything is Possible!
22 West 35th Street Suite 201 National City, CA 91950
Telephone: 619.420.4499 Fax: 619.420.4501
www.piqe.org

TOPICS AND OBJECTIVES
PIQE SEL PROGRAM

Class 1	**Social Emotional Learning** Self-Awareness	Upon completion of the class, parents will be able to: • Understand the connection between healthy social emotional skills and academic success. • Recognize the connections between thoughts and feelings. • Practice locating emotions in the body. • Understand the concept of S.T.O.P to increase self-awareness. • Learn to model Self-awareness behaviors and skills with our children. • Recognize the 5 domains of social emotional health.
Class 2	**Social Emotional Learning** The Importance of Self-Management	Upon completion of the class, parents will be able to: • Understand the connection between brain functioning, emotions, and behavior. • Learn to identify triggers of emotional distress and coping strategies for adolescents to regain emotional control. • Learn how to model self-awareness behaviors and skills with our children. • Help our children practice behaviors of self-efficacy and self-confidence.
Class 3	**Social Emotional Learning** Social Awareness	Upon completion of the class, parents will be able to: • Recognize the influence of the social environment in adolescent development. • Understand empathy and its connection with social awareness. • Identify strategies to help kids understand and manage their feelings in socially acceptable ways. • Understand the importance of a positive home climate for both perspective-taking and social awareness.

Class 4	**Social Emotional Learning** Understanding Social Awareness	Upon completion of the class, parents will be able to: • Increase our understanding of culture and its influence in identity development. • Recognize and understand the impact of implicit bias in our everyday lives and relationships. • Understand the connection between implicit bias and systemic inequities including racism. • Learn how to cultivate values of diversity and cultural openness from the home environment.
Class 5	**Social Emotional Learning** Relationship Skills	Upon completion of the class, parents will be able to: • Understand the importance of relationship skills in youth development. • Learn the key elements of positive developmental relationships. • Identify the key "needs" and "actions" that shape the modeling of effective relationship skills for kids. • Understand the many ways in which relationship skills are essential to navigate everyday life demands and circumstances.
Class 6	**Social Emotional Learning** Responsible Decision-Making	Upon completion of the class, parents will be able to: • Identify the steps a person must take to make a responsible decision. • Recognize the danger of emotional decision-making. • Understand the importance of modeling responsible decision-making. • Recognize the most common decisions adolescents make with long-term consequences. • Make the connection between responsible decision-making and greater opportunities for academic success.
Class 7	**Social Emotional Learning** Preparing for College Admission Requirements	Upon completion of the class, parents will be able to: • Identify the five elements necessary to open the door of higher education: Making the Decision, GPA, A-G Courses, SAT and ACT tests, and Financial Aid. • Understand the steps students need to take at each grade level to prepare for college. • Acknowledge the importance of becoming familiar with the school system.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** October 21, 2021

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

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

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH EMCOR SERVICES MESA ENERGY SYSTEMS, INC.

BACKGROUND INFORMATION:
The Emcor Needle Point Bipolar Ionization (NPBI) system was just installed at all school sites including the district office buildings to create a safer environment for staff and students by purifying the air, improving filtration and combating infected surfaces. In order to have the system work efficiently, preventive maintenance is necessary.

RECOMMENDATION:
Approve the agreement with Emcor Services Mesa Energy Systems Inc. to provide preventive maintenance on an "as needed" basis.

LCAP GOAL AND ACTION/SERVICE (please indicate):
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2020-2021 Budget? ☒ Yes ☐ No

Requisition #

TBD (Amount)

ESSER III Fund (Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 22nd day of October 2021, by and between the San Ysidro School District, hereinafter called the "District", and

EMCOR Services Mesa Energy	619-265-5880
Company/Consultant	Telephone Number
900 Vernon Way, Ste 100, El Cajon, CA 92020	www.mesaenergy.com
Address	Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

From: November 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. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

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

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

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

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

4.5 LAWS AND REGULATIONS
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 appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives _____**
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives _____**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of $2,000,000 per occurrence with an aggregate limit of not less than $5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives _____**

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: 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:	**EMCOR Services Mesa Energy**	
Name:	Drew Sager	
Title:	Account Manager	
Address:	900 Vernon Way, Ste 100	
City/State/Zip Code:	El Cajon, CA 92020	
Telephone:	(619) 265-5880 / (619) 402-0240	
Email:	dsager@emcor.net	

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

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT	**DISTRICT**
	San Ysidro School District
Firm Name	Firm Name
Signature of Authorized Agent	Signature
	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
	Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____

REVISED 09-13-18

EMCOR
Build. Power. Service. Protect.

EXHIBIT A

San Ysidro School District
Multiple Sites

AS NEEDED PROFESSIONAL HVAC MAINTENANCE SERVICES

SUBMITTED BY:

Drew Sager
Account Manager
Mesa Energy Systems, Inc.
dba: EMCOR Services Mesa Energy
900 Vernon Way, Ste 100, El Cajon, CA 92020
E-mail: dsager@emcor.net

Date: 10/11/2021
Agreement Valid for 30 Days

10/11/2021

Mesa Energy Systems, Inc. dba: EMCOR Services Mesa Energy appreciates the opportunity to provide you with our proposal for a best-in-class Maintenance program customized specifically for the HVAC equipment at 2410 Wardlow Road. The benefits from a well-designed and implemented Maintenance program such as the one we are offering often include:

- **Reduction in unplanned down-time**
- **Reduction in costly emergency repairs**
- **Extension of equipment lives**
- **Improved ability to forecast repair & maintenance costs**

Further, our commitment to documenting equipment condition, status, and service-work allows us to create an operational baseline, which can then be compared to historical data. Over time, and with utilization of more advanced analytics and predictive services, we can even begin to identify and correct problems before major damage can occur. Our program is predicated and driven with this in mind.

As you review our proposal, you'll see that it begins with a conceptual overview of the Maintenance Program options, followed by pricing for your facilities. Within the Appendices you will find additional detail including equipment schedules, specific tasking, rate schedules, and other information that you may find useful during your review of our solution.

We at Mesa Energy Systems, Inc. dba: EMCOR Services Mesa Energy look forward to working with you and your staff in performing this Maintenance program. Should you have any questions or require additional information, please contact me and these adjustments will be made immediately.

Sincerely,
Drew Sager
Account Manager
Mesa Energy Systems, Inc. dba: EMCOR Services Mesa Energy

1. LIST OF COVERED EQUIPMENT AND TASKS

List of Covered Preventive Maintenance Tasks

(X) Included	Type of Service	Frequency
X	Filter Changes – MERV8 (MERV 13 OPTIONAL)	*Quarterly*
X	Operational Inspections	*Quarterly*
X	Condenser Coil Cleaning	*Annually*
X	Belt Replacement	*Annually*
X	Priority Service	Year Round
X	Preferred Customer Discount	Year Round
X	Wireless Dispatching and Documentation	Year Round

List of Covered Equipment - TBD

Tasks

PACKAGE UNITS

- Lubricate fan bearings per manufacturer's recommendation.
- Lubricate motor bearings per manufacturer's recommendation.
- Check belts and sheaves. Replace belts **Annually.**
- Check coils for visible signs of leaks.
- Lubricate and adjust dampers and linkages.
- Check and clean drain pan and clear condensate drain lines.
- Check motor operating conditions.
- Inspect electrical connections, contactors and relays.
- Inspect all temperature, safety, and operational controls.
- Start compressor. Check operating conditions in heating and cooling mode.
- Secure unit panels, and inspect roof curb flashing.
- Clean condenser coils A**nnually**.
- Clean economizer screens **Annually.**
- Inspect filters and change **Quarterly.**

EXHAUST FANS

- Inspect belts and adjust as required.
- Replace belts **Annually.**
- Lubricate motor and bearings as required.
- Inspect electrical.

SERVICES NOT INCLUDED

- Maintenance, repair or replacement of non-maintainable parts of the equipment included in the List of Covered equipment such as, but not limited to, unit cabinets, insulating materials, electrical wiring external to the disconnect, structural supports and other non-moving parts, is not included in this agreement.
- This Agreement does not apply to replacement of the equipment included in the List of Covered Equipment, or if repairs are required because of vandalism, flooding, fire, lightning, roof leaks, power failure, installation of incompatible equipment, improper operating procedures, improper/inadequate water treatment or filter service not provided by Contractor or by any other cause beyond the control of Contractor.
- Any and all additional items or equipment required by any governmental authority, insurance company or otherwise, and not specifically set forth on Schedule I hereof.
- Except as may be specifically included in Section 2, Services, above, it is agreed and understood that Contractor shall not be responsible or obligated to provide service hereunder with respect to the following:
- Piping other than refrigerant piping.
- Damage due to freezing weather or corrosion of equipment.
- All non-moving parts such as pressure vessels, tubes, cabinets, casings, door seals, floor drains, thermometers, gauges, flues, ductwork, grilles, heat transfer tubes and coils, refractories, oil or gas heat exchangers, fan housings, ductwork, structural support.
- Valves
- High Voltage Power, Wiring, Breakers, etc., up to Electrical Service Disconnect.
- Monitoring/Recording devices affixed to equipment.

2. PROGRAM PRICING

Maintenance Solution	Pricing
T&M Maintenance / Repairs / Service – As Needed	**See Rates Below**

Work Type	Truck	Unitary	Applied & Absorbers	Automation	Invertor
Contract	$110	$130	$150	$135	$140
Non-Contract	$110	$145	$165	$165	$150

*** The above rates do not include materials pricing. Pricing for filters, belts, etc. will be additional cost.**

- This proposal is made contingent upon the work addressed herein not being adversely affected, either directly or indirectly, by the COVID-19 pandemic and/or the Corona virus, and is further conditioned upon the parties agreeing, prior to beginning of any work and in writing as part of any contract, that any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/off-hours work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that arise as a result of the COVID-19 pandemic or Corona virus will entitle contractor to an equitable adjustment for time for performance and costs.
- This proposal is valid for thirty (30) days and becomes binding after acceptance by both the Customer and an authorized representative from EMCOR. This is the proprietary property of EMCOR Group and its operating companies and is provided for Customer's use only.

This agreement shall begin on November 1 ,2021, unless checked, initialed and noted otherwise here:

☐ *Month/Year:* ***/ 2021*** Customer Initials ☐ EMCOR / Mesa Initials ☐

and continue for a period of **Three (3) years.** This agreement will automatically renew, and may increase (subject to review) on anniversary date, unless either party gives at least thirty (30) days written notice to terminate agreement. The above pricing is valid for 30 days from date of proposal. Thank you for the opportunity to work with **Riverside County Indian Motorcycle**.

3. ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, including the Program Option selected in Section 2 (above), as of the date and year written below.

Customer:
San Ysidro School District

By: _____

Name: _____

Title: _____

Date: _____

Contractor:
Mesa Energy Systems, Inc.

By: _____

Name: _____

Title: _____

Date: _____

14E.17
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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 21, 2021

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH MAXIM HEALTHCARE STAFFING SERVICES, INC.

BACKGROUND INFORMATION:
Due to lack of teaching staff in special education, the district is entering an agreement with Maxim Healthcare Staffing Services, Inc., a Special Education Local Plan Area (SELPA) approved nonpublic agency, to hire teachers with special education credentials until the positions are filled.

Cost Implication: $72.00 per hour (7 hours/day)

RECOMMENDATION:
Approve/Ratify the Agreement with Maxim Healthcare Staffing Services, Inc. to provide the district with special education teaching staff for school year 2021-2022 to provide services until the positions are filled from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:
Goal 1, Item 1.21: Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc…) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

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

Financial Implications?	Are funds for this item available in the 2021-2022 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$72.00/hr	Special Education Fund
(Amount)	(Name of funding source and/or location)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 22nd day of October 2021, by and between the San Ysidro School District, hereinafter called the "District", and

Maxim Healthcare Staffing Services, Inc. Company/Consultant	(619) 209-3696 Telephone Number
5030 Camino De La Siesta, Ste. 405, San Diego, CA 92108 Address	www.maximhealthcare.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.

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

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

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

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

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

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

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

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

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

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

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

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

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

Additional Insured Status - Endorsement

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

Mutual Indemnification: To the fullest extent permitted by law, each Party agrees that it will be responsible for its own acts and the results thereof and shall defend, indemnify and hold the other Party harmless for all damages or claims to the extent arising out of their respective negligence or willful misconduct. The Parties shall not be responsible for the acts of the other Party and the results thereof. Each Party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost or damage caused thereby during the performance of this Agreement.

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

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

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

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

COMPANY:	**Maxim Healthcare Staffing Services, Inc.**	
Name:	Eric Lindenberger,	Cristian Hernandez
Title:	Assistant Controller	Business Development Manager
Address:	5030 Camino De La Siesta, Ste. 405	3111 Camino Del Rios North, Suite 1200
City/State/Zip Code:	San Diego, CA 92108	San Diego, CA 92108
Telephone:	(619) 209-3696	(619) 209-3696
Email:		cahernan@maxhealth.com

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

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT	**DISTRICT**
Maxim Healthcare Staffing Services, Inc.	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Eric Lindenberger, Assistant Controller	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
Date:	Date
Phone Number: (619) 209-3696	Board Approved:

Revised 08-01-2020

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ADDENDUM

2021-22

The District will accept, on a one-time only basis, the insurance coverage limits that the Consultant currently has for Sexual Misconduct (Sexual Abuse and Molestation) in order to move forward with the services mentioned on Exhibit A. The Consultant shall provide a current Certificate of Liability indicating the specific insurance coverage limits for the Sexual Misconduct currently in place.

Consultant expressly acknowledges and agrees that its services shall not include any unsupervised one on one sessions/visits with students, and it shall be Consultant's sole responsibility and duty to provide a signed Parental Consent Form signed by a parent or guardian of each student acknowledging and agreeing in writing that a parent or legal guardian must be present during each treatment/evaluation session conducted outside of the District's facilities. If Consultant's services are provided at the District's facilities, a District certified staff member/designee shall be present at all times Consultant is meeting/working with any student.

Approved by Consultant's Authorized Representative:

Consultant: _____

Signature	Date
Eric Lindenberger, Assistant Controller	
Name/Title (Print)	

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

Company Name:_____

Name/title of authorized representative *(Print)* _____

Signature _____Date _____

REVISED 09-13-18

EXHIBIT A

SCOPE OF WORK

Under the supervision of the site administrator and in cooperation with the Special Education Department, the Special Education Teacher (RSP/SDC) provides assessment, instructional services, consultation, coordination, planning, curricular resources, evaluation and remediation for individuals with exceptional needs. These may include all classifications of special education students whose Individualized Education Program (IEP) requires placement in the resource specialist program or special day class program (MM/MS).

Cost Implication: $72.00 per hour x 7 hours per day x 5 days