

San Ysidro School District Governing Board

AGENDA

Thursday
September 17, 2020
5:00 p.m.
Via Zoom Teleconference

Pursuant to Governor Newsom's Executive Order N-29-20, this Regular Meeting of the San Ysidro School District Board shall be held by teleconference. Trustees of San Ysidro School District Board and the public shall participate in this meeting via teleconference. The Public may view this meeting by accessing the following link <https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos>. Public comment may be submitted by email to publiccomment@sysdschools.org on or before Thursday, September 17, 2020 at 3:00 pm. To listen to this meeting in Spanish, please call 1 (443) 839-0666 and enter the access code 611 065 964#. Closed Session to be held at 5:00 p.m. to 6:00 p.m., and will reconvene into Open Session at 6:00 p.m. Closed Session will be conducted in accordance with applicable sections of California Law.

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, AUGUST 13, 2020

5:00 p.m.

Via Zoom Teleconference

Pursuant to Governor Newsom's Executive Order N-29-20, this Regular Meeting of the San Ysidro School District Board was held by teleconference. Trustees of San Ysidro School District Board and the public participated in this meeting via teleconference. The Public may view this meeting by accessing the following link <https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos>. Public comment may be submitted by email to publiccomment@sysdschools.org on or before Thursday, August 13, 2020 at 3:00 pm. To listen to this meeting in Spanish, please call 1 (929) 324-9725 and enter the access code 174 127 337#. 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 Gurmilan Time: 5:00 p.m.

President Gurmilan 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

Mr. Humberto Gurmilan, Board President
Mr. Antonio Martinez, Board Vice-President
Mr. Rudy Lopez, Board Clerk
Mrs. Irene Lopez, Member
Mrs. Rosaleah Pallasigue, Member

President Gurmilan announced that no Board Member has expressed doubt that Board Members participating by teleconference are not so.

All votes during this meeting were completed by roll call.

3. AGENDA

The Board approved the agenda.

Motion: Martinez Second: Pallasigue Vote: 5 Ayes - 0 Noes

4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

Persons who wish to comment on topics included on the Closed Session Agenda item were invited to submit comments via email to the following email address publiccomment@sysdschools.org on or before Thursday, August 13, 2020 at 3:00 pm. Please limit comments to 300 words or less. All comments submitted will be read aloud during the meeting. Please note, all email correspondence relating to this meeting will become part of the Board minutes.

There were no public comments.

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

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:06 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: 2

5.2 GOVERNMENT CODE SECTION 54957 (Farkas)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

5.3 GOVERNMENT CODE SECTION 54957.6

CONFERENCE WITH LABOR NEGOTIATORS (Farkas)

Agency Negotiators: David Farkas, 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 6:04 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

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

- 1) Item 5.1 - The Board voted unanimously on a motion by Board Clerk Rudy Lopez, seconded by Board Member Irene Lopez to uphold the findings of the investigation report dated July 17, 2020.

6. CALL TO ORDER Who: President Gurmilan Time: 6:04 p.m.

President Gurmilan announced that this Governing Board meeting is conducted pursuant to Governor Newsom’s Executive Order N-29-20.

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

Mr. Humberto Gurmilan, Board President

Mr. Antonio Martinez, Board Vice-President

Mr. Rudy Lopez, Board Clerk

Mrs. Irene Lopez, Member

Mrs. Rosaleah Pallasigue, Member

President Gurmilan announced that no Board Member has expressed doubt that Board Members participating by teleconference are not so.

8. FLAG SALUTE by Humberto Gurmilan, Board President

9. BOARD RECOGNITION - DISTINGUISHED CHAMPIONS (Mata)

- 9.1** Jason Perry, Former San Diego Charger and Denny Bhakta - Presenter David Farkas
9.2 Anil and Bharti Patel - Presenter David Farkas
9.3 Rito Arciaga - Presenter David Farkas

10. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

Persons who wanted to comment on topics not included on the agenda or comment on agenda items were invited to submit comments via email to the following email address publiccomment@sysdschools.org on or before Thursday, August 13, 2020 at 3:00 pm. Please limit comments to 300 words or less. All comments submitted will be read aloud during the meeting. Please note, all email correspondence relating to this meeting will become part of the Board minutes. 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.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Board Member Pallasique, Commented: 1) Thanked staff for the rolling out of this year. It's been a huge undertaking. 2) We are here to work through any unexpected things that come up. 3) She will do her best to assist in any way she can.

Board Member Irene Lopez, Commented: 1) Thanked the technology team for the chromebook distribution. 2) Thanked the gardeners and maintenance for all the work they do at the schools. 3) It's very important that we work with each other during this pandemic. 4) It's a big day Monday. Staff has been preparing for children to return online. 5) The safety of students and staff is very important to the Board.

Board Clerk Rudy Lopez, Commented: 1) Welcomed everyone back. 2) Thanked everyone for sticking with us during these uncertain times. 3) We will be doing distance learning and it will be more rigorous than it was last year. 4) We need to have open communication.

Vice-President Martinez, Commented: 1) Thanked the distinguished champions, Veronica Medina and Rodrigo Amezcua for making those connections happen and for bringing hope to our community. 2) Thanked all staff for their hard work during this transition. We never thought last year that we would be in this scenario today. He feels blessed to be a part of a school district who is on top of it. 3) Thanked the IT team. 4) We will get through this COVID. Thanked Dr. Potter for leading us in the right direction. 5) Safety above everything else has to be the priority. 6) Open communication needs to happen. 7) This school year will be successful.

President Gurmilan, Commented: 1) Welcomed everyone back. 2) Thanked all the staff who have been working hard to get ready for the new school year. 3) It will be challenging but communication is the key. Reach out to us so we can make the transition as smooth as possible. 4) As Vice-President Martinez said, we are leading other districts in the way we are conducting things here. He is very proud to start the school year because we are ready. 5) We will be safe and try to provide the highest quality education even with these circumstances. 6) Thanked Ms. Medina and Mr. Amezcua for the work they are doing. 7) Thanked Clerk Rudy Lopez for working hard.

Superintendent Potter, Commented: 1) Welcomed everyone back to the 20-21 school year. 2) Although this year life was disrupted by the worldwide Coronavirus health crisis, she believes that the existence of hope lives within us. This is why our Board President, Mr. Mata and our Governing Board chose the theme for this year "Together, Juntos." 3) Thanked the Child Nutrition Department and maintenance for serving

approximately 268,000 meals to our students. 4) Thanked staff for returning ready to launch our new school year. There were over 9,000 views for our first virtual Welcome Back staff event. 5) Thanked the technology team led by Mr. Lewis for the chromebook distribution events. We distributed almost 1,000 chromebooks to students the week prior to school beginning. 6) Our parent orientation was viewed by 4,216 families. The parent orientation will be displayed in English and Spanish. 7) She will publish a welcome back letter to parents with information for students for the new school year. 8) Thanked the teachers who voluntarily did professional development for the Distance Learning Academy Program. 9) Thanked Manuela Colom and the Safety Task Force for the COVID Prevention Safety Plan for Schools. We are one of the first districts to publish the plan. 10) Thanked Mr. Azevedo and his team for preparing our schools. We have everything we need to keep our schools safe. 11) Thanked union leaders for the MOUs to launch the school year with safety at the top of our priority for staff and students.

12. CONFERENCE SESSION

Reports/Presentations

12.1 General Obligation Bond Update - Measures T & U - Financial Advisor, Dale Scott

12.2 Governmental Accounting Standards Board (GASB) 75 and Other Post-Employment Benefits (OPEB) - Nyhart Actuary Representative, James Burns and from Ascensus Company, John Mallows

13. GENERAL ADMINISTRATION

13.1 MINUTES

The Board approved the minutes of the Regular Board Meetings of July 16, 2020 and June 25, 2020 and the minutes of the Special Board Meetings of July 30, 2020 and July 28, 2020.

Motion: Pallasigue Second: Martinez Vote: 5 Ayes - 0 Noes

13.2 COVID-19 PREVENTION PLAN FOR DISTRICT AND SCHOOLS (Colom/Gonzalez)

Information only. The COVID-19 Prevention Plan for District and Schools will be posted on the district and school websites. This plan will be updated as guidance from the state and county public health departments continues to evolve.

13.3 GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) AND OTHER POST-EMPLOYMENT BENEFITS (OPEB) – STATEMENT NO. 75 REPORT FOR FISCAL YEAR 2019-20 (Adrianzen)

Information Only. *(A representative from Nyhart Company was available to answer any questions from the Governing Board.)*

13.4 COMPENSATION AGREEMENT FOR PROPERTY RETAINED BY THE CITY OF SAN DIEGO FOR FUTURE DEVELOPMENT – TAILGATE PARK, SAN DIEGO, CA (Adrianzen)

The Board approved the Compensation Agreement for property retained by the City of San Diego for future development. The San Ysidro School District has been identified as an Affected Taxing Entity (ATE) for the site known as Tailgate Park, San Diego, CA.

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

13.5 COMPENSATION AGREEMENT FOR PROPERTY RETAINED BY THE CITY OF SAN DIEGO FOR FUTURE DEVELOPMENT – WOOLWORTH BUILDING (Adrianzen)

The Board approved the Compensation Agreement for property retained by the City of San Diego for future development. The San Ysidro School District has been identified as an Affected Taxing Entity (ATE) for the site known as the Woolworth Building, 3067 University Avenue, San Diego, CA.

Motion: Martinez Second: I. lopez Vote: 5 Ayes - 0 Noes

13.6 MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REGARDING SCHOOL REOPENINGS (Farkas)

The Board approved the Memorandum of Understanding between the San Ysidro School District and the California School Employees Association regarding school reopenings.

Motion: Martinez Second: Pallasigue Vote: 5 Ayes - 0 Noes

13.7 MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT AND SAN YSIDRO EDUCATION ASSOCIATION REGARDING SCHOOL REOPENINGS (Farkas)

The Board approved the Memorandum of Understanding between the San Ysidro School District and the San Ysidro Education Association regarding school reopenings.

Motion: Martinez Second: Gurmilan Vote: 5 Ayes - 0 Noes

13.8 RESOLUTION NO. 20/21-0011 (Adrianzen)

The Board approved Resolution No. 20/21-0011 Delegation of Authority designating Dr. Gina A. Potter, Superintendent and Ms. Marilyn Adrianzen, Chief Business Official as the authorized agents to sign and enter contracts to carry out District business effective August 14, 2020.

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

14. CONSENT CALENDAR

The Board approved the Consent Calendar:

Motion: Martinez Second: Pallasigue Vote: 5 Ayes - 0 Noes

14A. CURRICULUM & INSTRUCTION

14A.1 APPROVAL OF SAN YSIDRO SCHOOL DISTRICT INSTRUCTIONAL MATERIALS LIST FOR THE 2020-2021 SCHOOL YEAR (Colom/Gonzalez)

The Board approve the San Ysidro School District Instructional Materials/Textbook List for the 2020-2021 school year.

14A.2 POLICIES AND PROCEDURES FOR UNIFORM COMPLAINT PROCEDURE (UCP) 1 & 4 FOR THE 2020-2021 SCHOOL YEAR (Colom/Gonzalez)

The Board approved the Policies and Procedures for Uniform Complaint Procedures (UCP) 1 and 4 for the 2020-2021 school year.

14A.3 PROFESSIONAL DEVELOPMENT (Colom/Gonzalez)

The Board approved/ratified the attendance and participation of District staff to the different professional developments, as scheduled:

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Omar Calleros	Review of Updated Schools Guidance Webinar	Online	July 20, 2020	\$0	No Cost

Omar Calleros	San Diego Food Bank Annual Meeting and COVID-19 Town Hall	Online	July 22, 2020	\$0	No Cost
Omar Calleros	ASES Relaunch Guide Information Session	Online	July 27, 2020	\$0	No Cost
Manuela Colom, Cynthia Gonzalez, Oscar Madera, Kathleen Cordero, Laura English, Consuelo Carranza, Erika Meza, Russell Little, Efrain Burciaga, Manuel Bojorquez, Maria Rodriguez, Maria Preciado, Irene Herrera Cevallos, Rick Quintana, Denise Villezcas	Second Ste Train-The-Trainer Professional Development, Via Zoom	Online	August 3, 2020	\$0	No Cost
Diana Flores, Maricela Cali, Marianna Rochin, Aleyda Santoyo, Christian Cali	The Zones of Regulation All Day Webinar	Online	August 13, 2020	\$950.00	Title II Fund
Manuela Colom, Cynthia Gonzalez, Oscar Madera, Kathleen Cordero, Denise Villescaz, Rick Quintana, Karina Victorino	California SEL Roadshow 3-Day Institute	Online	July 29, 2020 Aug. 18, 2020 Aug. 21, 2020	\$400.00	Title II Fund
Veronica Medina	Joint Homeless & AB 490 Foster Care District Liaison Meeting	Online	Sept. 10, 2020	\$0	No Cost
Veronica Medina	2020 NAEHCY Virtual Conference	Online	October 5-9, 2020	\$150.00	McKinney-Vento Fund
Veronica Medina	Fall Homeless Education Coordinators Meeting	Online	September 22-23, 2020	\$0	No Cost
Omar Calleros	DA Support for Learning Continuity and Attendance Plan Development --- R9 Virtual Learning Community: Virtual	Online	August 5, 2020	\$0	No Cost

	Programming				
Veronica Aguayo	Attendance Awareness Campaign Update Webinar	Online	August 9, 2020	\$0	No Cost
Marilyn Adrianzen	Business Executives Leadership Program – CBO Certification	Virtual	October 9, 2020 – January 16, 2022	\$5,400.00	General Fund
Patricia Caro	Reopening Schools in the COVID-19 Climate: Complying With the Civic Center Act	Virtual	August 12, 2020	\$0	No Cost
Linda Gonzales	Staffing and Enrollment Strategies: Managing the COVID-19 Collapse—An Interactive Two-Part Webinar Series;	Virtual	October 6, 2020 October 13, 2020 October 20, 2020 October 22, 2020	\$1,100.00	General Fund

14B. BUSINESS

14B.1 PURCHASING REPORT (Adrianzen)

The Board approved/ratified the following purchase orders incurred by the District during the period July 1, 2020 through August 4, 2020.

14B.2 EXPENDITURE REPORT (Adrianzen)

The Board approved/ratified the expenditures incurred by the District during the period of July 9, 2020 through August 2, 2020 for a total expenditure of \$854,601.21.

14B.3 ACCEPTANCE OF DONATIONS (Adrianzen)

The Board accepted donations valued at \$1,400.00 to help support and enrich our educational programs.

14B.4 AGREEMENT WITH WORLDPAY ISO INC. NPC (Adrianzen)

The Board approved the 3-year Merchant Processing Agreement with Worldpay ISO Inc. also known as National Processing Company (NPC) to provide an online ASB school payment system.

14B.5 AGREEMENT WITH GOLD STAR FOODS (Adrianzen/Zarzosa)

The Board approved/ratified the agreement with Gold Star Foods to provide food commodities during 2020-21 school year to the District’s Nutrition Services Department through the existing “piggyback” agreement between Gold Star Foods and Downey Unified School District Bid No. 18/19-01.

14B.6 AGREEMENT WITH ECOLAB INC. (Adrianzen/Zarzosa)

The Board approved/ratified the agreement with Ecolab Inc. to provide cleaning and sanitizing products for the school cafeterias during the 2020-21 school year from the Child Nutrition fund.

14B.7 AGREEMENT WITH EMS LINQ INC. (Adrianzen/Zarzosa)

The Board approved the 3-year agreement with EMS LINQ Inc. to host the Child Nutrition database and provide a contactless system for all school sites.

14B.8. AGREEMENT WITH ZONAR SYSTEMS (Adrianzen/Azevedo)

The Board approved/ratified the 3-year agreement with Zonar Systems to provide fleet management web application and GPS tracking system at an annual cost of 12,020.84 from the General fund.

14B.9 AGREEMENT WITH TOM SILVA CONSULTING (Adrianzen/Azevedo)

The Board approved the agreement with Tom Silva Consulting for professional school facilities planning services on an “as needed” basis for fiscal year 2020-21 at an hourly rate of \$150.00 and at an amount not to exceed \$15,500.00 from the Redevelopment Agency funds.

14B.10 AGREEMENT WITH AGUILAR ARCHITECTS FOR POST CONSTRUCTION SERVICES – AMENDMENT NO. 5 (Adrianzen/Azevedo)

The Board approved Amendment No. 5 to the Aguilar Architects Agreement for Post Construction items that require attention for DSA closeout of the La Mirada and Smythe Modernization Projects in an amount up to \$37,680.00 from the Redevelopment Agency funds.

14B.11 AGREEMENT WITH ALLIANCE ENGINEERING OF CALIFORNIA (Adrianzen/Azevedo)

The Board approved the agreement with Alliance Engineering of California, Inc. to provide DSA Project Inspection Services to close projects at La Mirada and Smythe Schools at a not to exceed cost of \$10,000.00 from the Redevelopment Agency funds.

14B.12 AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE 2020-2021 SAN DIEGO QUALITY PRESCHOOL INITIATIVE PROGRAM (SDQPI) (Colom/Gonzalez/Reed)

The Board approved/ratified the 3-year agreement with the the San Diego County Superintendent of Schools for the Quality Preschool Initiative (SDQPI) Program from July 2, 2020 to June 30, 2023.

14B.13 MEMORANDUM OF UNDERSTANDING WITH JEWISH FAMILY SERVICE (Colom/Gonzalez/Reed)

The Board approved the Memorandum of Understanding with the Jewish Family Service to provide the “Triple P” Positive Parenting Program to children and families of the District during school year 2020-21 at no cost to the District.

14B.14 AGREEMENT WITH THE PARENT INSTITUTE FOR QUALITY EDUCATION (PIQE) (Colom/Gonzalez/Reed)

The Board approved the agreement with the Parent Institute for Quality Education to provide virtual workshops for parents of preschool students during the 2020-21 school year at no cost to the district.

14B.15 AGREEMENT WITH THE PARENT INSTITUTE FOR QUALITY EDUCATION (PIQE) (Colom/Gonzalez)

The Board approved the agreement with the Parent Institute for Quality Education to provide parent workshops at seven K-8 school sites during the 2020-21 school year at an estimated cost of \$42,000.00 from the Title I fund.

14B.16 AGREEMENT WITH POINT LOMA NAZARENE UNIVERSITY TEACHING REGARDING STUDENT TEACHING/CLINICAL PRACTICE PARTNERSHIP (Farkas)

The Board approved the agreement renewal with Point Loma Nazarene University for student teaching/clinical practice from September 1, 2020, through August 31, 2023.

14B.17 AGREEMENT WITH POINT LOMA NAZARENE UNIVERSITY FOR FIELDWORK PLACEMENT (Farkas)

The Board approved the agreement renewal with Point Loma Nazarene University for fieldwork practice from September 1, 2020, through August 31, 2023.

14B.18 AGREEMENT WITH NAUMANN HOBBS MATERIAL HANDLING FOR PLANNED MAINTENANCE AGREEMENT (Adrianzen/Azevedo)

The Board approved the Planned Maintenance Agreement with Naumann Hobbs Material Handling to provide repair services during 2020-21.

14B.19 AGREEMENT WITH DOUG’S SCHOOL BUS SAFETY & TRAINING SERVICES (Adrianzen/Azevedo)

The Board approved the agreement with Doug’s School Bus Safety & Training Services for fiscal year 2020-21.

14B.20 LICENSE AGREEMENT WITH SCREENCASTIFY AS A GOOGLE CHROME BROWSER EXTENSION (Colom/Gonzalez)

The Board approved the license agreement with Screencastify to use as a Google Chrome browser extension during the 2020-2021 school year at a total cost of \$5,250.00 from the CARES fund.

14B.21 AGREEMENT WITH KEYANALYTICS (Adrianzen)

The Board approved the agreement with KeyAnalytics to prepare the Annual & Five Year Developer Fee Report for 2019-20 at a cost up to \$4,000.00 from the General fund.

14B.22 SERVICE AGREEMENT WITH 806 TECHNOLOGIES, INC. FOR THE TITLE I CRATE PROGRAM (Colom/Gonzalez)

The Board approved the service agreement with 806 Technologies, Inc. for the *TitleICrate* Program, for the 2020-2021 school year at a total cost of \$3,800.00 from the General fund.

Vice-President Martinez made a motion to adjourn, seconded by President Gurmilan. The vote was 5 Ayes - 0 Noes.

15. ADJOURNMENT Time: 7:22 p.m.

Respectfully Submitted,

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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

FROM:
Educational Services
Cynthia Gonzalez, Director of
Educational Services

Informational
 Action

AGENDA ITEM: AMEND 2020-2021 INSTRUCTIONAL PROGRAM PHASE TIMELINE
EXTENSION

BACKGROUND INFORMATION:

Approve extending Phase I Distance Learning Academy beyond September 2020 until December 18, 2021 for COVID safety reasons. Launch the virtual tutoring and limited childcare program options of Phase I in October 2020. Provide in person opportunities for assessment and supports for targeted specialized groups as required beginning in October 2020. Restructure elementary school classes according to parent choice between the Distance Learning Academy and the Blended Learning Program beginning of the second trimester with the understanding the Blended Learning Program will begin with a phased approach in January 2021.

All program phases have been aligned with State and County Health Officials guidance on safe reopening.

RECOMMENDATION:

Approve the amendment of the 2020-2021 Instructional Program phase timeline extension.

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 2020-2021 Budget?

Yes No

Requisition #

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

PHASE I	PHASE II	PHASE III
<p>DISTANCE LEARNING ACADEMY (All Students)</p>	<p>DISTANCE LEARNING ACADEMY (All Students) & VIRTUAL TUTORING OPTION (October 2020) & POSSIBLE ASES/CHILDCARE LIMITED OPTION Pending state & county health care guidelines. (DATE: TBD)</p> <p>In-person opportunities for assessment and supports for targeted, specialized groups as required.</p>	<p>2 INSTRUCTIONAL PROGRAM OPTION CHOICES:</p> <p>DISTANCE LEARNING ACADEMY & LAUNCH OPTIONAL BLENDED LEARNING PROGRAM</p>
<p>DATES: Elementary Schools: Monday, August 17th-September 30th Middle Schools: Monday, August 17th-September 30th</p>	<p>DATES: Elementary Schools: Monday, October 1st-December 18th Middle Schools: Monday, October 1st-December 18th</p>	<p>DATE: Elementary Schools: January 2021: Phased in Approach Middle Schools: January 2021: Phased in Approach</p>
<p>All phases aligned with State & County Health Officials guidance on safe reopening.</p>		

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

FROM:
Educational Services,
Cynthia Gonzalez, Director of
Educational Services

Informational
 Action

AGENDA ITEM: ADOPTION OF THE LEARNING CONTINUITY AND ATTENDANCE PLAN

BACKGROUND INFORMATION:

The Learning Continuity and Attendance Plan (Learning Continuity Plan) is a key part of the overall budget package for K-12 that seeks to address funding stability for schools while providing information at the local educational agency (LEA) level for how student learning continuity will be addressed during the COVID-19 crisis in the 2020–21 school year.

The Learning Continuity Plan is intended to balance the needs of all stakeholders, including educators, parents, students and community members, while both streamlining engagement and condensing several preexisting plans.

Under EC Section 43509, the Governing Board of every Local Education Agency (LEA) must present the Learning Continuity Plan in a Public Hearing for review and comment.

The Learning Continuity and Attendance Plan was presented to the Governing Board on September 17, 2020 and following the CDE guidelines, it now needs to be adopted.

RECOMMENDATION:

Approve the adoption of the Learning Continuity and Attendance Plan for the 2020-2021 school year.

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 2020-2021 Budget?

Yes No

Requisition #

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

Learning Continuity and Attendance Plan Template (2020–21)

The instructions for completing the Learning Continuity and Attendance Plan is available at <https://www.cde.ca.gov/re/lc/documents/lrngcntntyatndncpln-instructions.docx>.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
San Ysidro School District	Manuela Colom, Executive Director	manuela.colom@sysdschool.org (619)428-4476

General Information

[A description of the impact the COVID-19 pandemic has had on the LEA and its community.]

The community of San Ysidro is unique and is located adjacent to the U.S.-Mexico border. Over 4,200 students are enrolled in SYSD. Of these students, 62% are English Learners and while Spanish is the dominant language of these students, fifteen other languages are represented within this group. In addition, we serve approximately 1200 homeless students, and participate in the National School Lunch Program with Provision 2 status. About 12% of the students that we serve are students with exceptional needs. The district consists of five elementary schools (K-6), two middle schools (7-8), and the Child Development Center (CDC) preschool. Transitional kindergarten and preschool are offered within the district at selected school sites. As we continue to grow, we will provide a safe and supportive learning environment that empowers students to become lifelong learners.

Our region has been heavily impacted by the COVID-19 pandemic with high rates of unemployment, business closures, and 38,047 positive cases throughout San Diego county. The San Ysidro zip code of 92173 has a count of 1,272 cases with a rate per 100,000 of 4,694 and 92154 has a count of 2,304 cases with a rate per 100,000 of 2,880. Due to the fact that we serve a community with limited digital access and connectivity, we have also needed to support our families by providing access via devices and internet access. As the first day of distance learning approached, schools organized safe drive up distribution events which provided over 1,500 Chromebooks to students along with materials and textbooks for students to successfully begin the challenge of beginning a school year from their homes. Staff has been working periodically on-sites to serve families and launch the school year while following safety protocol.

Stakeholder Engagement

[A description of the efforts made to solicit stakeholder feedback.]

The San Ysidro School District has worked with stakeholders to inform the creation of the Learning Continuity and Attendance Plan. This plan was informed by information gathered at parent meetings, staff meetings, reopening committee task force (composed of district administrators, principals, assistant principals, parents, and classified and certificated staff members) meetings, and bargaining unit/district administration meetings. Additionally, the school sites met with the School Site Council (SSC) which at our middle schools includes pupil representation. Stakeholders were also engaged through the use of surveys that were disseminated through email and constant contact communication to all stakeholders. The surveys are offered to our parents in both English and Spanish, and stakeholder meetings are conducted in English with Spanish translation.

[A description of the options provided for remote participation in public meetings and public hearings.]

Stakeholders were able to access these meetings through online log-in platforms which included telephone access for those who do not have internet access. Additionally, public meetings are also made available through our YouTube channel live link with an opportunity for public comment or public questions through email.

[A summary of the feedback provided by specific stakeholder groups.]

Stakeholder feedback was solicited in a variety of formats in relation to student and community needs during this unique time, beginning in March and continuing throughout the summer and into the launch of this school year.

In reviewing the input from parents the topics that were reoccurring in the feedback are noted here. Parents are requesting support with log-in, hotspots/wifi, chromebooks/headphones, professional development for themselves to support students, school supplies for home use, increased staffing for the Technology Hotline to lessen waiting time, evening hours for parents meetings(ELAC, SSC, and PTA), after school meal service pick up hours, and attendance flexibility.

In reviewing the input from staff(certificated and classified) the topics that were reoccurring are: staff and community safety, support with hotspots/wifi, software and educational technology programs to support distance learning, professional development for staff to continue learning(Google Suite products distance learning strategies, digital curriculum integration), improving Google Meets capability, childcare, and support for students with social emotional well-being.

[A description of the aspects of the Learning Continuity and Attendance Plan that were influenced by specific stakeholder input.]

Stakeholder feedback informed significant portions of the plan development, as we seeked to incorporate the needs of our community in creating a plan to support our students, parents, and staff. These include: safety guideline implementation, professional development plan to provide ongoing professional learning opportunities for staff to support distance and blended learning environments, access to technology(chromebooks, wifi/hotspots, technology support), parent support and learning opportunities for Google classroom/distance learning, increased educational technology software access, integrating social emotional supports for students and staff, and working with state guidelines to implement attendance monitoring that is responsive to student/family needs and supportive to families with a multi-tiered system of support.

Continuity of Learning

In-Person Instructional Offerings

[A description of the actions the LEA will take to offer classroom-based instruction whenever possible, particularly for students who have experienced significant learning loss due to school closures in the 2019–2020 school year or are at a greater risk of experiencing learning loss due to future school closures.]

In order to allow for in-person instructional offerings, the district has planned for specific protocols that adhere to state and local public health regulations. These protocols cover all of the safety requirements set forth by the county health department including but not limited to symptom screening, face masks, social distancing, handwashing, and protocols for addressing symptomatic individuals and potential exposures to COVID-19. The detailed plans for maintaining safety can be found here in our districts [COVID-19 Safe Reopening Plan](#). This plan was created with stakeholder participation on a task force that met over to discuss and create recommendations for the districts approach to the continuity of learning through distance learning and in person instructional offerings. The group was composed of district administrators, principals, assistant principals, parents, and classified and certificated staff members.

The San Ysidro School District is committed to providing all students with a high quality education. When the state and local public health guidelines indicate that it is safe for students and staff to return to in person instruction, our plan for that return to instruction is based will focus on providing students with a quality blended learning program. This program will give students the opportunity to receive in person classroom instruction 2 days per week, with 3 days of distance learning. The plan for our instructional programs is to move through phases of implementation as outlined in the graphic below:

PHASE I	PHASE II	PHASE III
<p>DISTANCE LEARNING ACADEMY (All Students)</p>	<p>DISTANCE LEARNING ACADEMY (All Students) & VIRTUAL TUTORING OPTION (October 2020) & POSSIBLE ASES/CHILDCARE LIMITED OPTION Pending state & county health care guidelines. (DATE: TBD)</p> <p>In-person opportunities for assessment and supports for targeted, specialized groups as required.</p>	<p>2 INSTRUCTIONAL PROGRAM OPTION CHOICES:</p> <p>DISTANCE LEARNING ACADEMY & LAUNCH OPTIONAL BLENDED LEARNING PROGRAM</p>
<p>DATE: Tentative Elementary Schools : Monday, August 17th-November 6th Middle Schools: Monday, August 17th-December 18th</p>	<p>DATE: When State & County Health Officials Allow Schools to reopen for these services</p>	<p>DATE: When State & County Health Officials Allow Schools to Reopen</p>

Our instructional program for in person and virtual instruction has been designed to focus on embedded Tier I and Tier II instructional practices. The instructional system is based on grade level standards instruction for ELA and Math. This program is broken up into instructional units with formative assessments to guide instruction over time. In addition to the assessment and data analysis that focuses on guiding instructional practice and planning, we have an instructional model which incorporates a gradual release model of direct instruction, as well as time embedded in the daily schedule to implement small group leveled instruction and additional supports provided by the teacher and paraprofessionals to meet the needs of all students.

This program allows all students to receive focused instruction that addresses the needs of all learners through Tier I and Tier II classroom interventions and scaffolding to ensure access to grade level standards, while embedding focused instructional time to address the specific needs of students with additional support. This support will be provided by teachers, paraprofessionals, and tutors.

We continue to address specific language needs and supports through designated ELD instruction, which is delivered in leveled small groups, and integrated ELD with embedded language development strategies and supports embedded in all content areas. We are planning professional learning and support for all teachers to address the need to support English Learners.

The San Ysidro School District has a systematic assessment and data protocol based on grade level standards instruction for ELA and Math. This system breaks up identified focus standards into instructional units with formative assessments to guide instruction over time. The data analysis protocol focuses on guiding instructional practice and planning, through meetings guided by school site principals with grade level teachers. This protocol and assessment allows for teachers to identify students who need

Teachers also use the diagnostic STAR assessments to be able to monitor student growth over the course of the year and identify students who would benefit from additional instructional support and provide leveled scaffolds for grade level standards instruction.

The district has an additional focus of mental health and social emotional well being. To that end we have adopted a social emotional learning curriculum, Second Step, for all students to support our Positive Behavior Intervention Supports (PBIS) program. The program is part of our multi-tiered focus on mental health and wellbeing for students. The intent is to support students and help build social emotional learning for sustained positive outcomes with all students, as well as introduce a protocol for additional tiered supports that may be needed on a case by case basis.

Actions Related to In-Person Instructional Offerings [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
All school sites and the district office will be disinfected on a regular basis. The district will provide personal protective equipment such as gloves, masks, hand sanitizers, etc. The district has purchased several options for temperature checks such as contactless thermometers, temperature check tablets and thermoscans.	\$700,000 (ESSER)	Y
Small group instructional support to students through Title I Instructional Aides during asynchronous time. This allows students to receive extra instructional support specific to the content that they are learning without losing any direct instructional time with their teacher.	\$377,000 (Title I)	Y
Grade level tutoring support to students through ASES during asynchronous time. This allows students to receive extra support specific to the content that they are learning without losing any direct instructional time with their teacher.	\$300,000 (ASES funds)	Y
Other activities that are necessary to maintain the operation and continuity of services in the district.	\$440,340 (ESSER) \$520,879 (CRF) \$399,121 (Prop 98)	Y
Additional staffing required to staff the blended learning program.	\$466,200 (CRF)	Y

Distance Learning Program

Continuity of Instruction

[A description of how the LEA will provide continuity of instruction during the school year to ensure pupils have access to a full curriculum of substantially similar quality regardless of the method of delivery, including the LEA's plan for curriculum and instructional resources that will ensure instructional continuity for pupils if a transition between in-person instruction and distance learning is necessary.]

The San Ysidro School District has developed an instructional system based on grade level standards instruction for English Language Arts and Math. This program is broken up into instructional units with formative assessments to guide instruction over time. In addition to this instructional system, we have developed an instructional model which incorporates time for whole group instruction, leveled small group instruction and support. This allows for students to receive focused instruction that addresses the needs of all learners through Tier I and Tier II classroom instruction focused on addressing the specific needs with support for all learners. This model has been transitioned to distance learning through a schedule design for distance and blended learning which also includes these components for ELA and Math.

Additionally, the district has an ELD program that addresses specific language needs and supports through designated ELD instruction, which is delivered in leveled small groups. Students receive integrated ELD with embedded language development and support in all content areas.

The ELA, Math, and ELD curriculum is available digitally for students to use through our single sign on system, CLEVER. Additionally, all core curriculum materials are being disseminated to students via a pick-up system at the school site so that each student receives the materials that they need to be able to access the curriculum that teachers are using for instruction. We are in the process of ensuring that all students have a device and support with connectivity through an internet service and when necessary due to low wi-fi access in some areas of the community a hot spot. The continuity for our instructional practice comes from the focus on a solid instructional program that will be similar whether students are learning in person or digitally.

In order to support the continuity of learning between in person and distance learning the daily schedule was created with a districtwide focus on embedding the critical component of direct instruction, leveled small group instruction, and support for all students. This allows us to narrow the focus and ensure that we have an embedded system of support for all learners. We are also in the process of setting up additional support for students through an after school tutoring program.

Access to Devices and Connectivity

[A description of how the LEA will ensure access to devices and connectivity for all pupils to support distance learning.]

In order to determine the needs of families, San Ysidro School District teachers called each of their families in early April to determine the need for devices, connectivity, and inquire as to the families wellbeing. When teachers were not successful with this outreach, the students were referred to our Outreach Consultants who continued to reach out to families to determine their needs. Additionally, our Student and Family Services Manager called each of our families experiencing homelessness, foster youth, and military families.

Determining student needs allowed us to plan for ensuring access for all of our families. This plan included distributing 3,000 devices, referring families to low and not cost internet options through Cox Compete 2 Connect program, and providing hotspots to families in need who reside in areas with poor internet connectivity. The district has secured 1,100 hotspots which are intended to support families who reside in areas with limited connectivity. The district has placed the 3 orders for chromebooks, and so far has received 2 of the orders. Once, we receive the 3rd order which is due to arrive shortly we will be at 1:1 for all of our currently enrolled students.

The San Ysidro School District is providing support to families and staff for technical issues and navigation of online instructional platforms through a variety of avenues. The district has created a technical support line for families and identified a technology support person for issues related to the Google platform. The district resource teachers have also created job aides and short instructional videos to help parents navigate the Google Classroom & Meets platform. Additionally, these teachers serve as support for issues related to the Google platform and instructional technology and curriculum for staff and parents.(stakeholder input from parents, teaching staff , principals, and district administrators)

Instructional staff, including teachers and paraprofessionals have also been trained on the Google platform and Google Suite for Education platform to support and facilitate virtual instruction during distance learning. This professional development will be ongoing, as will the support provided for teachers who need additional coaching and support to navigate the digital platform and digital curriculum.

The district is upgrading our virtual platform from Google Suite to Google Enterprise, to increase the capabilities and features of our online learning platform.(based on stakeholder input from teaching staff , principals, and district administrators).

Pupil Participation and Progress

[A description of how the LEA will assess pupil progress through live contacts and synchronous instructional minutes, and a description of how the LEA will measure participation and time value of pupil work.]

During distance and blended learning, student attendance is tracked by daily participation. Daily participation may include, but is not limited to any of the following evidence:

1. Participation in online activities
2. Completion of regular assignments
3. Completion of assessments
4. Contact between employees of the district and students or parents/guardians.

For the intention and purposes of tracking a students physical attendance, we will continue to utilize Synergy as our main attendance tracking tool. We are working to correlate the attendance accounting system to identify the level of engagement of each student following the expected guidelines for weekly participation and engagement set forth by the guidelines in the legislation.

In the instance of Distance Learning, if a student does not log in, does not make contact with their teacher, or does not communicate with the school, they will be marked 'unexcused'. Each unexcused absence will be followed up by an automated call programmed by our system. If there has been no communication from the family, a school staff member (Outreach Consultant) will contact the guardians of the student.

A daily list of attendance will be generated by Outreach Consultants to reference physical attendance. If a student is chronically absent or has been absent for 3 consecutive days, our outreach consultants will initiate an Attendance Student Success Team meeting. If a teacher has any concerns regarding the four areas of attendance, they will be asked to submit a Student Attendance Concern Referral. This Google form will generate a message directly to the outreach consultant. In this form a teacher can express their concerns about a student's attendance, participation or any other areas that may hinder the student's ability to thrive.

Family engagement will be a constant and on-going. All communication will be conducted in a caring, trauma informed approach. Our goal is to engage students, not to make them feel penalized. A referral process to address attendance issues will commence with educators directly interacting with students, and will then be navigated through Outreach Consultants. Outreach Consultants will set up follow up communication and begin the process for Attendance Student Success Teams. Our approach is to support families with reengagement by seeking to address needs and place supports to address those needs by assessing a family's situation, attempting to identify barriers and address them with internal services or collaborative Community Based Organization partnerships. (based on stakeholder input from parents, principals, and district administrators).

Distance Learning Professional Development

[A description of the professional development and resources that will be provided to staff to support the distance learning program, including technological support.]

The San Ysidro School District is developing professional development opportunities to support our distance learning program. The focus is to support staff as they onboard new skills to teach virtually. These skills include the navigation of Google Suite for Education products that will support teaching and learning, as well as professional development around specific curriculum and educational technology programs to support the seamless use of these programs regardless of the location or format of instructional delivery.

We launched this year with 2 days of professional development focused on a variety of topics to support instruction through Google Classroom and Google Meet for all teachers. Due to the variation in teacher needs and levels of competency with Google Suite for Education, we offered 15 sessions per day that were topic and level specific. This allowed teachers to participate in 6 different sessions specific to their needs over a two day period. (based on stakeholder input from teachers, principals, and district administrators).

General and Special Education Paraprofessionals were trained on how to navigate Google Suite products with a focus on Google Classroom and Google Meets, so that they can provide support to students in small group intervention. This professional development was delivered in two parts, the first focused on Google products and the second focused on their specific role with student intervention and support.

We have a site technology coordinator assigned at each school to support teachers with technology issues and questions. Additionally, there are 3 resource teachers who are supporting Google Suite products, digital curriculum, and educational technology programs for the district. Our technology department has a dedicated support line for staff and designated Google support personnel to help troubleshoot issues directly related to the Google Suite platform. (based on stakeholder input from teachers, principals, and district administrators).

We are planning ongoing professional development to support teachers in the areas of educational technology, distance learning platforms and applications, digital curriculum integration, english language development, and social emotional wellbeing.

Staff Roles and Responsibilities

[A description of the new roles and responsibilities of affected staff as a result of COVID-19.]

Members of the maintenance, custodial, and grounds staff sanitation team are trained and required to clean and sanitize schools or other District facilities using specific chemicals such as: PurTab, Clorox 360 System, etc. following a reported exposure to COVID-19.

Classified employees support events involving the general public such as: meal service to the public, Chromebook and/or other supplies/materials distribution, special events such as promotion ceremonies.

Secretaries, Clerks, Health Clerks and Outreach Consultants have direct interaction with parents by appointment for the purpose of registration throughout the month of August 2020.

The District and CSEA acknowledge that California Education Code §45101(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature of the current conditions, CSEA and the District will come to a written agreement, as needed, that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description.

Examples of additional duties that may be required include:

Instructional Aide, Campus Aide, Instructional Health Care Assistants, Outreach Consultant, Campus Security, and Instructional Media Resource Aide positions being asked to help wipe down and disinfect items within the classroom and meal area on a regular basis in order to maintain cleanliness standards.

Administrative Secretary, Administrative Clerk, Outreach Consultants, Campus Security, Campus Aides, Instructional Aides, Instructional Health Care Assistants, and Instructional Media Resource Aides positions being asked to perform temperature checks on staff or visitors.

Currently, school security personnel and health clerks administer temperature checks and health symptoms screenings to all staff and all visitors.

Supports for Pupils with Unique Needs

[A description of the additional supports the LEA will provide during distance learning to assist pupils with unique needs, including English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness.]

During distance learning the school district recognizes that there is a need to provide additional support to promote success and access to the instructional programs for all learners. Promised Neighborhood has maintained their services focused on those considered 'high risk'. Services were readily offered to all families that were previously engaged in the services rendered and new potential clients. Social,

emotional and behavioral services are offered virtually. Referrals can be made via phone/email to contracted agencies. Social Emotional Learning is being incorporated daily through a tier I curriculum for all students to support our PBIS program and the mental health and wellbeing of our students. This instruction is being paired with a plan for a multi-tiered system of support that we are working to put into place to support students at a variety of levels of need. The district is committed to focusing on professional development for staff to support the needs of our staff as they support the needs of pupils with unique needs.

English Learners continue to receive English Language Development support through Imagine Learning Digital content, designated leveled small group instruction through synchronous learning opportunities with their teacher and integrated English Language Development to support core content access through scaffolded language supports throughout the synchronous and asynchronous instructional offerings. Bilingual Expanded Learning staff will be identified to support students during daily tutoring opportunities, which will occur during asynchronous times as an additional level of support for students acquiring English.

Foster Youth are contacted and monitored for needs through our Student and Family Services Manager to ensure all students have access to technology - including internet, a computer, and mobile hotspots that would allow them to participate fully in online learning. Additionally, she will monitor for social-emotional needs and academic supports that may need to be added to their day. Expanded Learning staff will be identified to support students during daily tutoring opportunities, which will occur during asynchronous times as an additional level of support.

Students experiencing homelessness are contacted and monitored for needs through our Student and Family Services Manager to ensure all students have access to technology - including internet, a computer, and mobile hotspots that would allow them to participate fully in online learning. Additionally, she will monitor for social-emotional needs and academic supports that may need to be added to their day. Expanded Learning staff will be identified to support students during daily tutoring opportunities, which will occur during asynchronous times as an additional level of support.

Students with exceptional needs were advised of the program that was in place to support their children and provided with contact information in order to attain additional support. The department monitored students and families who were not engaged and took action to find and support those students and families. The Special Education Department continued to provide services to the extent practicable to students based on their IEPs through direct services, academic supports, and Google classroom instruction. Students have a range of options for receiving services, which allows us to accommodate based on student and family needs. Students receive support and scaffolding during synchronous instruction and additional small group and/or individual support during asynchronous instructional times. This focus of support for both instructional models allows each student to receive additional support in their areas of need, which allows them to work on their individual goals. For parents that opt to receive support via paper/pencil, the IEP team follows up with parent consultation sessions via phone and/or written communication.

In addition to the academic support, students also have access to their DIS services via Teletherapy or Telehealth by the Speech and Language Therapists, School Psychologists, School Social Worker, Occupational Therapist, Physical Therapist, and Adapted Physical Education Specialist. Students also have access to SELPA service providers that include VI teacher, DHH teacher, Audiologist, and Mobility Specialist.

The District has recently adopted the EQUALS Math curriculum (online options) for our students who have Moderate to Severe Disabilities. This curriculum allows the teacher to adapt the virtual lessons based on the student needs. The curriculum also includes new guidance for parent participation in English and Spanish. The curriculum also includes the option to include specialized devices (i.e. big-macs) to allow students with mobility and/or cognitive challenges to navigate a site without a problem.

The District is currently assembling a committee to review a supplementary reading curriculum for all students who have special education services. It is in the beginning stages; however, the curriculum seems promising to address the needs of our student population.

The Special Education Department will be hosting virtual Professional Development for parents, teachers, and paraprofessionals. The topics will range from Understanding Distance Learning, Mental Health, Virtual Reinforcement, and many other topics that address the need of the community. The department will also be adopting a virtual platform for psycho-educational assessments to continue evaluating students who have a suspected disability.

Actions Related to the Distance Learning Program [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Purchase of chromebooks to ensure student access and connectivity to distance learning programs.	\$580,000 (CPUC grant) \$900,000 (CRF) \$140,000 (GEER)	Y
Programs and services to meet the needs of our special education students.	\$600,000 (CRF)	Y
Professional Development- teacher 2 PD days, Tech stipends	\$300,000 (CRF)	Y

Pupil Learning Loss

[A description of how the LEA will address pupil learning loss that results from COVID-19 during the 2019–2020 and 2020–21 school years, including how the LEA will assess pupils to measure learning status, particularly in the areas of English language arts, English language development, and mathematics.]

The San Ysidro School District is focused on mitigating learning loss and accelerating learning through a focused approach to teaching and learning during this very fluid time. A key piece of our instructional model involves a systematic approach to assess and measure pupil learning status. To that end, we use a variety of assessments to monitor student progress.

Teachers use STAR diagnostic assessments to determine student levels in mathematics and reading throughout the school year. This information serves to establish leveled groups for instruction, as well as monitor student growth in relation to grade level expectations. These assessments are a starting point to identify student levels and monitor student progress.

Additionally, we have a local assessment system that assesses pupil progress on focus standards at stop points throughout the year. These assessments will be given 3 times per year for ELA and Math and 2 times per year in Writing. These assessments are used to guide instruction, as the data gathered from the assessments serves to identify students who may be experiencing learning loss and require additional support. These assessments are followed by data conversations that are intended to focus on best instructional practice and planning for the implementation of those practices into the instructional cycle. These assessments along with data taken from state assessment and Imagine Learning placement and progress inform instructional pivots for ELD to support integrated and designated ELD instruction.

Pupil Learning Loss Strategies

[A description of the actions and strategies the LEA will use to address learning loss and accelerate learning progress for pupils, as needed, including how these strategies differ for pupils who are English learners; low-income; foster youth; pupils with exceptional needs; and pupils experiencing homelessness.]

We have developed an instructional system based on grade level standards instruction for ELA and Math. This program is broken up into instructional units with formative assessments to guide instruction over time. In addition to the assessment and data analysis that focuses on guiding instructional practice and planning, we have an instructional model which incorporates a gradual release model of direct instruction, as well as time embedded in the daily schedule to implement small group leveled instruction and additional supports provided by the teacher and paraprofessionals to meet the needs of all students.

This allows all students to receive focused instruction that addresses the needs of all learners through Tier I and Tier II classroom interventions and scaffolding to ensure access to grade level standards, while embedding focused instructional time to address the specific needs of students with additional support. This system allows teachers to address the needs of English learners, low income, foster youth, pupils experiencing homelessness, and students with exceptional needs in a small groups setting as part of their daily routine. Additionally, there is time set aside in the schedule for 1:1 support during asynchronous time; this support can be delivered by the teacher, a paraprofessional, extended day tutoring staff or by resource specialists. Our goal with these additional supports is that they be in addition to the core instructional model and are timed to occur during asynchronous time; which helps to systematically ensure that students with specialized needs get quality first instruction and differentiated small group instruction from their teacher followed by an added layer of support when it is necessary to ensure access to the core instructional program.

We continue to address specific language needs and supports through designated ELD instruction, which is delivered in leveled small groups, and integrated ELD with embedded language development strategies and supports embedded in all content areas. This is specific to our English learners, however, we are also aware that students who are not English learners benefit from quality academic language instruction which is why we embed that into core instruction as well.

This instructional design has been transitioned to distance learning through a schedule design which includes these components of direct instruction and leveled support.

Effectiveness of Implemented Pupil Learning Loss Strategies

[A description of how the effectiveness of the services or supports provided to address learning loss will be measured.]

In order to measure the effectiveness of services and supports, we will be monitoring student data collected through our assessment system, as well as through reports taken from our Educational Technology products (Achieve, STAR, and Imagine Learning) to monitor and growth and progress of students throughout the school year.

We have scheduled periodic data reflection meetings to review progress of students and discuss next steps throughout the year. These meetings are navigated by a data analysis protocol that focuses on data as a guide to improved instructional practice and student outcomes. The data review helps staff engage in conversation about measurable outcomes based on changes in instructional practices and supports, to

determine the best course of action in collaboration with school administrators to continue to positively impact learning outcomes for all students.

Actions to Address Pupil Learning Loss [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Intervention	\$100,000 (CRF)	Y
Title I Instructional Aides	\$377,000 (Title I)	Y
Professional Development for Evidence Based Instructional Best Practices and Supports	\$160,000 (Title II)	Y

Mental Health and Social and Emotional Well-Being

[A description of how the LEA will monitor and support mental health and social and emotional well-being of pupils and staff during the school year, including the professional development and resources that will be provided to pupils and staff to address trauma and other impacts of COVID-19 on the school community.]

The LEA created three different Tiers to address the Mental Health and the Social Emotional wellbeing of students. In order to monitor the progress of students identified for additional intervention, the case manager would develop a goal in the area of need that has been identified by the school team. To determine the progress of the mental health interventions, the case managers will review each case every 6 weeks to determine the efficacy of the intervention. At the 6-week mark, the case manager would either continue working on the same treatment plan and/or amend the current plan or consider a higher level of support. The higher level of support can range from making a referral to an outside agency or, if there are any educational concerns, a referral for a special education evaluation which could lead to an Educationally Related Mental Health assessment. This plan for monitoring and support is being implemented through a systematic multi-tiered system described in more detail below and will include the support of counselors assigned to school sites to support the mental health and social and emotional wellbeing of students.

Tier 1 are the services that are provided to all students (Universal). All students, with general or special education support, will have access to Positive Behavior Intervention Supports via Distance Learning. The District adopted the Second Step curriculum to teach Social Emotional Learning for all students. For students who are currently working on a vocational curriculum, we will be using Zones of Regulation as their Social Emotional Learning Curriculum. District has previously trained staff in Trauma Informed and Restorative Practices; staff was provided with a refresher at the start of the 20-21 school year. We will continue to provide continued professional learning and support to staff as we implement these practices with all of our students.

Tier 2 interventions include virtual Student Success Team Meetings to determine the Social Emotional needs of the student. The team can make a counseling referral to the outside agency; however, the school psychologist would form part of the referral process. The student can also be teamed up with a staff member that could provide mentoring throughout the school day. Students could also be referred to a site Social Emotional Group that could be run by a school psychologist or counselor. For students who have special education support, the IEP

team could make the recommendation to draft a goal in the area of need (i.e., coping skills, attention, etc) and support by providing DIS counseling services by the school psychologist and/or counselor.

Tier 3 are identified as intensive intervention and evaluation. Students at this level might require a Educationally Related Mental Health evaluation in order to determine what might be interfering with a student’s learning. The evaluation can be completed by the school psychologist or the school social worker. If the student is identified as requiring additional support, a goal is drafted and proposed at the IEP meeting. Based on the need of the student, the IEP team makes recommendations for ERMHS counseling by the school social worker. If a student’s behavior is negatively impacting their own learning or that of others, the team will conduct a Functional Behavior Assessment which could lead to a Behavior Intervention Plan (BIP) or a behavioral goal. A Special Circumstance Independence Assessment (SCIA) might also be conducted if the student requires additional support to be successful in the educational setting. SCIA supports can range from the student receiving additional low level prompting (i.e. visuals, gestures) to high level prompting (i.e. partial physical and/or full physical). If at any point a student in crisis physical intervention, a trained staff member in Crisis Prevention Intervention will provide the support.

STAFF SUPPORT

The District has established wellness sessions through VEBA for all staff to participate. The school year began with a Welcome Back Event where all SYSD staff participated in wellness activities. Weekly activities such as breathing and yoga sessions are accessible to anyone interested. Human Resources has added a course addressing managing stress and anxiety to our portal for staff to access on a voluntary basis.

The course on Managing Stress and Anxiety will enable staff to:

- Define stress and anxiety
- Identify the common signs and symptoms
- Explain how to reduce stress for yourself and others

We are committed to supporting staff with mental health and wellbeing, as such we have identified resources for staff through VEBA, SDCOE (JPA Program) and Optum Wellness. These resources are shared with staff to support their mental health and wellbeing needs.

Pupil and Family Engagement and Outreach

[A description of pupil engagement and outreach, including the procedures for tiered reengagement strategies for pupils who are absent from distance learning and how the LEA will provide outreach to pupils and their parents or guardians, including in languages other than English, when pupils are not meeting compulsory education requirements, or if the LEA determines the pupil is not engaging in instruction and is at risk of learning loss.]

In the instance of Distance Learning, if a student does not log in, does not make contact with their teacher, or does not communicate with the school, they will be marked ‘unexcused’. An absence will trigger the outreach consultant to contact the family and begin the process of building a support system through a variety of resources when it is deemed necessary through our multi-tiered system of support. Family engagement will be a constant and on-going. All communication will be conducted in a caring, trauma informed approach. Our goal is to

engage students, not to make them feel penalized. A referral process to address attendance issues will commence with educators directly interacting with students, and will then be navigated through Outreach Consultants. Outreach Consultants will set up follow up communication and begin the process for Attendance Student Success Teams. Our approach is to support families with reengagement by seeking to address needs and place supports to address those needs by assessing a family's situation, attempting to identify barriers and address them with internal services or collaborative Community Based Organization partnerships. All communication with our families is available in both English and Spanish in order to make sure that we provide access to our families who need this support, additionally upon request we are able to provide support in additional languages.(based on stakeholder feedback from parents and district administrators)

Tier I:

Each unexcused absence will be followed up by an automated call programmed by our system. If there has been no communication from the family, a school staff member (Outreach Consultant) will contact the guardians of the student. A daily list of attendance will be generated by Outreach Consultants to reference physical attendance. If a teacher has any concerns regarding the four areas of attendance, they will be asked to submit a Student Attendance Concern Referral form, which will aid the outreach consultant with supporting the families and students needs.

Tier II:

If a student is chronically absent or has been absent for 3 consecutive days, our outreach consultants will initiate a formal Attendance Student Success Team meeting. This will include evaluating the concerns over attendance, but also identifying any additional needs that the family may have including but not limited to basic needs and the need for academic support that may be exacerbating the disengagement that is happening. The focus of the team will be to support the family and student so that we can re engage the student in school. This may include home visits (if allowed) and referrals to services to support the identified needs of the student and family.

Tier III:

If the supports that were implemented in Tier II were unsuccessful and we would continue to monitor the situation, incorporating daily contact attempts. Continue to consult with internal supports that may be applicable (ie. McKinney Vento, Special Education). As such, if applicable we would initiate the Child Find process for students and include community based outreach and supports for child welfare would begin. Once we begin these processes, we would want to ensure child safety and welfare, then begin the work of supporting families with needed resources and supports for re engagement covering the areas of attendance, engagement, basic needs, and academic support.

School Nutrition

[A description of how the LEA will provide nutritionally adequate meals for all pupils, including those students who are eligible for free or reduced-price meals, when pupils are participating in both in-person instruction and distance learning, as applicable.]

While on 100% distance learning, the school nutrition department will continue curbside weekly curbside distribution. Our parents can pick-up student meals each Wednesday from one of our three designated sites from 11:30-1:00 pm. Each meal kit meal will contain five breakfast meals and five lunch meals. Parents must submit a form with the name of children(s), student ID, and the school site assignment.

Once we switch to blended learning, we will have to run 2 meal service programs.

1. Some families will opt to remain in the distance learning model and they will continue to attain their meals through the weekly curbside distribution model noted above.
 2. Students in blended learning will have breakfast and lunch in the classroom while on campus and then take their meals home for the day/days they are off campus through a grab and go model at their dismissal time. Dismissal will be staggered in order to maintain safety protocols at the pick up point.
- The child nutrition program will be adjusting hours based on parent feedback expressing the need for different pick-up times during the distance learning model.
- Both models will follow the nutritional guidelines set by CDE.

Additional Actions to Implement the Learning Continuity Plan [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Mental Health and Social and Emotional Well Being	\$100,000 (CRF) \$150,000 (GEER)	Y
Expanded Learning Program	\$600,000 (ASES) \$800,000 (CRF)	Y
Outreach Consultants	\$540,000 (CRF)	Y
The child nutrition department will continue to provide breakfast and lunch meals to all students.	\$200,000 (CRF)	Y

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Percentage to Increase or Improve Services	Increased Apportionment Based on the Enrollment of Foster Youth, English Learners, and Low-Income students
32.34%	\$11,122,449

Required Descriptions

[For the actions being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the needs of these students.]

Additional services were added, principally directed to unduplicated students, to ensure that these students (low income, foster youth/homeless, and English learners-including long-term English learners) are being successful at all school sites. We believe providing these services LEA-wide is the most effective use of funds to meet the district's goals for unduplicated pupils (low income, foster youth, and English Learners) in the state priority areas. Research shows that students who are low income, English Learners or foster youth benefit greatly from social emotional supports. To this end we have developed and begun the implementation of a system of tiered supports for mental health and wellbeing. This plan includes tier I instruction, as well as a plan to monitor and support students who need additional support through the addition of counselors and expanding the role of Outreach Consultants in the area of student and family engagement to support the whole child when creating a plan to support reengagement. Outreach Consultants, Coordinator of Full Service Community Schools and ASES, and our Family Manager will continue to collaborate to improve services and to guide the most at risk students that need intensive interventions such as low income, English Learners and foster youth/homeless.

Our teaching and learning is focused on meeting and exceeding the California Common Core State Standards for every child. The varied levels of instruction provide a framework to challenge advanced students and support those who may be struggling while creating a solid classroom experience for students learning at grade level. The district focuses on data analysis and instructional design to support and increase student achievement. This design provides for tier I and tier II level support in the classroom, provides a foundation for unduplicated students, and ensures that additional supports lead to increased instructional services by ensuring that students do not miss any of their primary instruction during scheduled intervention time. Of note, the district's instructional design which this year is part of both phases of instruction allows for continuity of learning and outlines a specific set of Tier II interventions for ELA, ELD, and Math through the use of small group instruction to meet the needs of students and increase and improve services for unduplicated and high needs students (low income, foster youth/homeless, and English learners-including long-term English learners). These small group instructional support to students through Title I Instructional Aides during asynchronous time allows students to receive extra instructional support specific to the content that they are learning without losing any direct instructional time with their teacher.

Our focus on curriculum alignment and instructional design includes providing enrichment (Science/Physical Education teams) to students so that teachers have time to disaggregate data and identify students in need of intervention, who tend to be unduplicated students. Students benefit from the focus on physical education as a mental and physical health support as well as the enrichment gained from focused STEM instruction. Teachers benefit from having time to identify student needs and plan for instructional intervention practices to be implemented to improve outcomes for students and mitigate learning loss.

The district is focused on providing professional development for evidence based best practices and providing support for instructional staff as these practices are implemented. We are planning ongoing professional development to support teachers in the areas of educational technology, distance learning platforms and applications, digital curriculum integration, english language development, and social emotional wellbeing. This professional development will be ongoing, as will the support provided for teachers who need additional coaching and support to navigate the digital platform and digital curriculum.

Resource teachers will provide and support professional learning throughout the year to hone on specific strategies to improve unduplicated students' academic achievement. The district will continue to employ resource teachers whose role will grow to include teacher support through modeling and supporting differentiation strategies for unduplicated students (low income, foster youth/homeless, and English learners-including long-term English learners) and coaching teachers in this area as needed.

[A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.]

Unduplicated students are provided with increased services through a virtual tutoring and support program that focuses on additional instructional time to build on classroom instruction that is designed to embed tier I and tier II interventions. Instructional aides and tutoring are designed to further scaffold instruction for students. We have also focused the work of our Outreach Consultants on supporting students and families with engagement through support and needs focused services. The focus is to build support for students in order to facilitate engagement and provide support and solution for issues that may be impeding engagement and student success.

As noted in this justification, the San Ysidro School District is allocating a significant amount of the funds to building the capacity of the staff to work with unduplicated students (low income, foster youth/homeless, and English learners-including long-term English learners). What we hope to achieve is to have all of our unduplicated students---in schools with large concentrations of low income, foster youth/homeless, and English Learners and schools with small numbers---be successful and for their parents feel connected to our schools. We believe services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively. Expenditures defined in this document continue to provide the most effective use of funds to meet the needs of unduplicated pupils in the state priority areas. There will be an evaluation of student achievement data, parent surveys, and staff surveys to determine the effectiveness of these strategies/expenditures at the end of the year. At that time, strategies and budgets will be aligned/modified/supplemented to ensure maximum support in meeting the needs of unduplicated students (low income, foster youth/homeless, and English learners-including long-term English learners).

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

VIA: Gina Potter, Ed.D.
Superintendent

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

Informational
 Action

AGENDA ITEM: NOMINATIONS – CSBA DIRECTORS-AT-LARGE ASIAN/PACIFIC ISLANDER AND HISPANIC

BACKGROUND INFORMATION:

The San Ysidro School District is a member of the California School Boards Association (CSBA). Annually, CSBA in accordance with its Bylaws, begins the process of nominations for Directors-at-Large.

All nominees must serve on a CSBA member board and each nomination board must certify that the nominee has consented to run before placing name on nomination form. The election of these two-year seats will take place virtually at CSBA’s Delegate Assembly meeting on December 2, 2020.

The CSBA Board of Directors adopts a vision, mission and goals of the association. They provide advocacy on behalf of children, public education, local boards and the association. The Directors-at-Large Asian/Pacific Islander (API) and Hispanic will serve as members of the Board of Directors. Directors are expected to approximately attend five CSBA Board of Director meetings and two Delegate Assembly meetings per year, as well as other CSBA functions and events.

The current Directors-at-Large are as follows:

- Asian/Pacific Islander – Gino Kwok (Hacienda La Puente USD) -*Will not run for re-election.*
- Hispanic – Joaquin Rivera (Alameda COE)- *Only county offices can nominate a Director-At-Large, County.*

RECOMMENDATION:

Accept nominations for the CSBA Directors-at-Large Asian/Pacific Islander and Hispanic.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2020-2021 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

2020 Director-at-Large, Asian/Pacific Islander and Hispanic Nomination Form



TO BE COMPLETED BY THE NOMINATING BOARD

Deadline: Friday, October 2, 2020 | Please submit this Nomination Form via e-mail to nominations@csba.org. Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than October 2. Submission of this completed form is required for all Director-at-Large candidates.

Nominations for Director-at-Large candidates must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. The nominating board must obtain permission from the candidate prior to making the nomination. Please submit a separate nomination form for each individual nominated.

The governing board of the _____ School District or
(Nominating District/COE name)

County Office Board of Education voted to nominate _____
(Nominee name)

as a candidate for the following Director-at-Large position:

- Director at Large, Asian/Pacific Islander
- Director-at-Large, Hispanic

The nominee is a member of the _____
(Nominee's District/COE name)

School District or County Office Board of Education, which is a member of CSBA.

- The nominee has been has granted permission to be nominated.

Signature of the Board Clerk or Board Secretary

Date

Frequently Asked Questions

Election to CSBA's Board of Directors as a Director-at-Large

- ❖ **How many Directors-at-Large are there?** CSBA has five Directors-at-Large: African American, American Indian, Asian/Pacific Islander, Hispanic, and County. They serve on CSBA's Board of Directors along with the Association's 4 officers, 21 Regional Directors, and the President of the California County Boards of Education (CCBE).
- ❖ **Which Director-at-Large positions are up for election?** In even-numbered years, the Directors-at-Large, Asian/Pacific Islander and Hispanic are elected. In odd-numbered years, Directors-at-Large, African American, American Indian, and County are elected.
- ❖ **Who is eligible to run for a Director-at-Large position?** Any board member from a CSBA-member district or county office of education board can run for a Director-at-Large position once they have submitted all required nomination materials.
- ❖ **What materials do Director-at-Large candidates need to submit in order to run?** Candidates must submit a completed Nomination Form, Candidate Form, and two letters of recommendation. An optional one-page résumé may also be submitted.
- ❖ **Who can nominate someone to run for a Director-at-Large position?** Any district or county office of education whose board is a member of CSBA can nominate. However, only county offices of education may nominate a Director-at-Large, County.
- ❖ **Who should write a candidate's letters of recommendation?** Recommendation letters must be from one of the following sources: (1) a CSBA member district or county office of education (COE) board—if the letter is signed by the Superintendent, the letter must state, "on behalf of the board"; (2) an individual board member from a CSBA member district or COE board; or (3) Another association of school or COE board members.
- ❖ **When and where are the elections?** Directors-at-Large are elected by CSBA's Delegate Assembly, in December, at the Delegate Assembly meeting preceding CSBA's Annual Education Conference.
- ❖ **Will others have a chance to see my nomination materials?** Yes, the Candidate Form, letters of recommendation, and résumés of individuals running for a Director-at-Large position will be included in the agenda for the December Delegate Assembly meeting.
- ❖ **How long does a Director-at-Large serve on the Board?** Directors serve two-year terms, beginning immediately upon the close of CSBA's Annual Education Conference. Directors may run for re-election.
- ❖ **When and where are the required meetings for CSBA Directors?** Typically, there are five Board meetings and two Delegate Assembly meetings each year. Board meetings are held on weekends, except for the meetings in May and late November or early December. Meeting locations vary; please consult CSBA's calendar of leadership meetings for more information.
- ❖ **What do Directors do?** CSBA's Board of Directors sets the direction for the association by establishing the vision, mission and strategic directions and ensuring that the association's activities remain focused on those goals and the issues identified in the Policy Platform. **For more information, visit CSBA's website, csba.org.**

2020 Director-at-Large, Asian/Pacific Islander and Hispanic Candidate Form



TO BE COMPLETED BY THE CANDIDATE

Deadline: Friday, October 2, 2020 | Please submit this Candidate Form via e-mail to nominations@csba.org. Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than October 2. Submission of this completed form is required for all Director-at-Large candidates. Do not submit your answers on a separate page.

I am running for _____

Name: _____	Region: _____
District or COE: _____	Years on board: _____ ADA: _____
Contact Number: _____	Preferred E-mail: _____
Profession: _____	

1. CSBA's Board of Directors is the governing body for the Association. What do you see as CSBA's greatest strength as an organization and what can the Board of Directors do to make it even stronger?

2. Given the governing roles and responsibilities for the Board of Directors to set direction and provide leadership, please describe the skills and experiences you would bring to the Board.

Continued on next page

3. What is one characteristic that you believe every leader should possess?

4. What do you see as the biggest challenge facing governing board members and how can CSBA help?

5. Please provide any additional information about yourself for the Delegate Assembly to consider regarding your candidacy.

Your signature indicates your consent to have your name placed on the ballot and to serve, if elected.

Signature

Date

12.4

Page 5 of 7



TIME SENSITIVE, REQUIRES BOARD ACTION
DEADLINE Friday, October 2, 2020
Please deliver to all members of the governing board

July 31, 2020

MEMORANDUM

TO: All CSBA Member Districts and County Offices of Education
FROM: Xilonin Cruz-Gonzalez, CSBA President
SUBJECT: Call for Nominations for CSBA Directors-at-Large, Asian/Pacific Islander and Hispanic

Nominations for CSBA Directors-at-Large, Asian/Pacific Islander and Hispanic, are being accepted from August 1 until Friday, October 2, 2020. Information and required forms related to the nomination and election process are available online; please visit www.csba.org.

The nominations for Directors-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. Elections will take place at CSBA's Delegate Assembly meeting, scheduled to occur virtually, on Wednesday December 2.* Directors-at-Large serve two-year terms and take office immediately upon the close of AEC. All newly elected Directors should plan to attend an orientation meeting at CSBA Headquarters on December 15, 2020.

Nomination materials are as follows:

- **Required - Nomination form from a member board:** A completed, signed, and dated nomination form. Member boards must secure permission from the candidate before placing their name into nomination.
- **Required - Candidate Form:** A signed and dated Candidate Form completed by the nominee.
- **Required - Two letters of recommendation:** Each letter shall be addressed to CSBA President Xilonin Cruz-Gonzalez. Recommendation letters must be from one of the following sources:
 - 1) A CSBA member district or county office of education (COE) board – *if the letter is signed by the Superintendent, the letter must state, "on behalf of the board."*
 - 2) An individual board member from a CSBA member district or COE board
 - 3) Another association of school or COE members
- **Optional - One-page, single-sided résumé**

In order to run for a Director-at-Large position, all required nomination materials must be submitted by **no later than 11:59 p.m. on Friday, October 2, 2020, via email to nominations@csba.org**. Nomination materials may also be sent via mail, to the CSBA Executive Office, 3251 Beacon Blvd., West Sacramento, CA 95961, with a postmark of no later than October 2, 2020.

More information about the Directors-at-Large nomination and election process, as well as required documents, can be found at www.csba.org.

Thank you.

**Updated on August 10, 2020*

**2021
EXECUTIVE COMMITTEE, BOARD OF DIRECTORS
& DELEGATE ASSEMBLY MEETING CALENDAR**

<u>DATE</u>	<u>DAY(S)</u>	<u>MEETING</u>	<u>LOCATION</u>
JAN 29	FRI	EXECUTIVE COMMITTEE	TBD
JAN 30-31	SAT-SUN	BOARD OF DIRECTORS	TBD
MAR 26	FRI	EXECUTIVE COMMITTEE	SACRAMENTO
MAR 27-28	SAT-SUN	BOARD OF DIRECTORS	SACRAMENTO
MAY 13	THUR	EXECUTIVE COMMITTEE	SACRAMENTO
MAY 14	FRI	BOARD OF DIRECTORS	SACRAMENTO
MAY 15-16	SAT-SUN	DELEGATE ASSEMBLY	SACRAMENTO
SEPT 24	FRI	EXECUTIVE COMMITTEE	SACRAMENTO
SEPT 25-26	SAT-SUN	BOARD OF DIRECTORS	SACRAMENTO
NOV 28*	SUN	EXECUTIVE COMMITTEE	SAN DIEGO
NOV 29*	MON	BOARD OF DIRECTORS	SAN DIEGO
NOV 30- DEC 1*	TUES-WED	DELEGATE ASSEMBLY	SAN DIEGO
DEC 2-4	TH-SAT	ANNUAL CONFERENCE	SAN DIEGO

*Approved by the Board on 9/21/2019
Dates revised on 3/28/2020

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

FROM:
Educational Services Informational
Manuela Colom, Executive Director Action

AGENDA ITEM: ANNUAL PUBLIC HEARING REGARDING INSUFFICIENCY OF INSTRUCTIONAL MATERIALS AND WILLIAMS SETTLEMENT LEGISLATION

BACKGROUND INFORMATION:

Assembly Bill 831, Chapter 118, Statutes of 2005, took effect July 25, 2005. AB831 modified the annual public hearing requirement in Education Code Section 60119 and modified the expenditure requirements related to Williams Settlement instructional materials funds.

Under EC Section 60119, the Governing Board of every Local Education Agency (LEA) that receives State instructional materials funds must hold an annual public hearing before the end of the eighth week from the first day pupils attend school for that year (EC Sections 60420-24). After the public hearing, the Governing Board must make a determination as to whether each pupil in each school has sufficient textbooks or instructional materials or both that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education in Mathematics, Science, History-Social Science and Reading/Language Arts.

RECOMMENDATION:

Open/Close the annual public hearing regarding Insufficiency of Instructional Materials and Williams Settlement Legislation Instructional Materials for the 2020-2021 fiscal year.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

FROM:
Educational Services,
Cynthia Gonzalez, Director of
Educational Services

Informational
 Action

AGENDA ITEM: RESOLUTION 20/21-0012 DETERMINING INSUFFICIENCY OF INSTRUCTIONAL MATERIALS FOR FISCAL YEAR 2020-2021

BACKGROUND INFORMATION:

Under EC Section 60119, the Governing Board of every Local Education Agency (LEA) that receives State instructional materials funds must hold an annual public hearing before the end of the eighth week from the first day pupils attend school for that year (EC Sections 60420-24).

During the regular Governing Board meeting, the Governing Board must make a determination as to whether each pupil in each school has sufficient textbooks or instructional materials or both that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education in Mathematics, Science, History-Social Science and Reading/Language Arts. Upon the determination of insufficiency, the Resolution of Determining Sufficiency of Instructional Materials must be adopted by the Governing Board and signed by the Clerk of the Governing Board.

RECOMMENDATION:

Adopt Resolution No. 2/210-0012 determining Insufficiency of Instructional Materials for fiscal year 2020-2021.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - Curriculum, Instruction, and Data Driven Systems

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

**SAN YSIDRO SCHOOL DISTRICT
RESOLUTION 20/21-0012**

**Resolution Determining Insufficiency of Instructional Materials
for 2020-2021**

On motion of Member, _____

Seconded by Member, _____

The following resolution is adopted:

WHEREAS, the Governing Board of San Ysidro School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on September 17, 2020, at six p.m., which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the Governing Board provided at least 10 days notice of the public hearing posted in at least three public places within the District that stated the time, place, and purpose of the hearing, and;

WHEREAS, the Governing Board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

WHEREAS, the definition of “sufficient textbooks or instructional materials” means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

WHEREAS, information provided at the public hearing and to the Governing Board at the public meeting detailed that insufficient textbooks or instructional materials were provided to pupils in the following subjects and grade levels at district schools:

School	Materials Insufficient	% deficient
La Mirada	Science McMillan/McGraw-Hill California Science 2008	35%
	History McMillan/McGraw-Hill California Vistas -- Making a New Nation 2008	2%
Vista Del Mar	Holt-History Social Science	13%
Smythe	Sufficient	0
Sunset	Sufficient	0
OVH	Sufficient	0
Willow	Sufficient	0
SYMS	Holt-History Social Science	39%

WHEREAS, the insufficient textbooks or instructional materials listed above were not provided at each school due to the following reasons:

Enrollment higher than anticipated at some grade levels as well as some textbooks needed to be taken out of circulation and replaced due to "wear and tear."

THEREFORE, IT IS RESOLVED, that for the 2020-2021 school year, the San Ysidro School District has not provided each pupil with sufficient text books and instructional materials consistent with the cycles and content of the curriculum framework, and;

Be it further resolved, that the following actions will be taken to ensure that all students have sufficient textbooks or instructional materials in all subjects that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks within two months of the beginning of the school year in which this determination is made.

- San Ysidro School District contacted a textbook vendor, Follet to order the materials needed.
- San Ysidro School District placed an order using Lottery funds to purchase the necessary materials.

PASSED AND ADOPTED by the Governing Board on September 17, 2020 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

**STATE OF CALIFORNIA
SS COUNTY OF SAN DIEGO**

I, Gina A. Potter, Ed.D. Superintendent, do hereby certify that the foregoing is a full and correct copy of a resolution duly passed and adopted by the San Ysidro Governing Board at a regularly called and conducted meeting held on said September 17, 2020

Gina A. Potter, Ed.D.
Superintendent

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

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

AGENDA ITEM: CITIZENS' BOND OVERSIGHT COMMITTEE BYLAWS FOR MEASURES T & U - REVISED

BACKGROUND INFORMATION:

On April 16, 2020, the Governing Board approved Resolution No. 19/20-0039 to establish an independent citizens' bond oversight committee as required by Measure T and U and Sections 15278 *et seq.* of the California Education Code and the Bylaws which set forth the power and responsibilities of each measure's Committee.

During the Bond Oversight Committee meeting held on August 20, 2020, the Committee determined that Section 6.1 of the Bylaws needed to be revised to include the option of having special meetings when needed.

RECOMMENDATION:

Approve the revision to Section 6.1 of the Citizen's Bond Oversight Committee Bylaws for General Obligation Bonds Measures T and U to include special meetings if needed.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**BOND OVERSIGHT COMMITTEE
BYLAWS**

Section 1. Committee Established. The San Ysidro School District (the “District”) caused Measure T to be placed on the ballot for the March 3, 2020 (the “Election”) and the voters of the District approved Measure T authorizing the District to issue up to \$52,985,000 aggregate principal amount of the general obligation bonds. The Election was conducted in accordance with the Strict Accountability in Local School Construction Bonds Act of 2000, Section 15264 *et seq.* of the Education Code of the State (“Proposition 39”). Pursuant to Section 15278 of the Education Code, the District is obligated to establish an independent citizens oversight committee in order to satisfy the accountability requirements of Proposition 39. On April 16, 2020, the Board of Education of the San Ysidro School District (the “Board”) established an independent citizens oversight committee for Measure T (the “Committee”) and these bylaws (the “Bylaws”) for the Committee to be governed by. The Committee does not have legal capacity independent from the District.

Section 2. Purposes. The purposes of the Committee are set forth in Proposition 39, and these Bylaws are specifically made subject to the applicable provisions of Proposition 39 as to the duties and rights of the Committee. Minutes of the proceedings of the Committee and all documents received and reports issued shall be a matter of public record and be made available on an internet website maintained by the Board. The District shall provide necessary administrative support to the Committee as shall be consistent with the Committee's purposes, as set forth in Proposition 39.

The proceeds of general obligation bonds issued pursuant to the Election are hereinafter referred to as “bond proceeds.” The Committee shall confine itself specifically to monitoring the expenditure of bond proceeds generated under Measure T. Projects undertaken with monies generated from sources other than bond proceeds shall fall outside the scope of the Committee’s review.

Section 3. Duties. To carry out its stated purposes, the Committee shall perform the duties set forth in Sections 3.1, 3.2 and 3.3 below and shall observe the limitations set forth in Sections 3.4 and 3.5 below.

3.1 Inform the Public. The Committee shall inform the public concerning the District’s expenditure of bond proceeds. In fulfilling this duty, all official communications to either the Board or the public shall come from the Chair acting on behalf of the Committee. The Chair shall only release information that reflects the consensus view of the Committee.

3.2 Review Expenditures. The Committee shall review expenditure reports produced by the District to ensure that (a) bond proceeds were expended only for the purposes set forth in the Measure T; and (b) no bond proceeds were used for any teacher or administrative salaries or other operating expenses.

3.3 Annual Report. The Committee shall present to the Board, in public session, an annual written report which shall include the following:

(a) A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and

(b) A summary of the Committee's proceedings and activities for the preceding year.

3.4 Duties of the Board and/or Superintendent. Either the Board or the Superintendent, as the Board shall determine, shall have the following powers reserved to it, and the Committee shall have no jurisdiction over the following types of activities:

- (a) Approval of contracts,
- (b) Approval of change orders,
- (c) Expenditure of bond proceeds,
- (d) Handling of all legal matters,
- (e) Approval of project plans and schedules,
- (f) Approval of all deferred maintenance plans, and
- (g) Approval of the sale of bonds.

3.5 Measure T Projects Only. In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds, the Board has not charged the Committee with responsibility for:

(a) Projects financed without bond proceeds either through the State of California, developer fees, tax increment revenues, certificates of participation, special taxes, lease/revenue bonds, the District general fund or other sources, which shall be outside the authority of the Committee.

(b) The establishment of priorities and order of construction for the projects to be funded with bond proceeds, which shall be made by the Board in its sole discretion.

(c) The selection of architects, engineers, soils engineers, construction managers, project managers, CEQA consultants and such other professional service firms as are required to complete the projects funded with bond proceeds which shall be based on criteria established by the Board in its sole discretion.

(d) The approval of the design for each project including exterior materials, paint color, interior finishes, site plan and construction methods (modular vs. permanent) which shall be determined by the Board in its sole discretion.

(e) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary to support the activities of the Committee which shall be determined by the Board in its sole discretion and may be the audit firm that audits the District's financial statements.

(f) The approval of an annual budget for the Committee that is sufficient to carry out its activities which shall be determined by the Board in its sole discretion.

(g) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, which shall be based on criteria adopted in the Board's sole discretion as part of carrying out its function under Proposition 39.

Section 4. Authorized Activities.

4.1 In order to perform the duties set forth in Sections 3.1, 3.2 and 3.3 above, the Committee may engage in any of the activities authorized under Proposition 39 including the following:

(a) Receive and review copies of the District's annual independent performance audit and annual independent financial audit as required by Article XIII A of the California Constitution.

(b) Inspect school facilities and grounds for which bond proceeds have been or will be expended, in accordance with any access procedure established by the District's Superintendent, in order to ensure that bond proceeds are expended in accordance with the requirements of Article XIII A of the California Constitution.

(c) Receive and review copies of any deferred maintenance proposals or plans for facilities financed with bond proceeds.

(d) Review efforts by the District to maximize bond proceeds by implementing various cost-saving measures, including, but not limited to, those set forth in Section 15278(c)(5) of the Education Code.

Section 5. Membership.

5.1 Number.

The Committee shall consist of seven (7) members appointed by the Board in such manner as the Board determines, and based on criteria established by Proposition 39, which provides that:

- One (1) member shall be the parent or guardian of a child enrolled in the District.
- One (1) member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization, such as the P.T.A. or a school site council.
- One (1) member shall be active in a business organization representing the business community located in the District.
- One (1) member shall be active in a senior citizens' organization.
- One (1) member shall be active in a bona-fide taxpayers association.
- Two (2) members shall be from the community at-large.

5.2 Qualification Standards.

(a) To be a qualified person, a Committee member must be at least 18 years of age.

(b) The Committee may not include any employee, official of the District or any vendor, contractor or consultant of the District.

5.3 Ethics: Conflicts of Interest. By accepting appointment to the Committee, each member agrees to comply with Articles 4 (commencing with Section 1090) and 4.7 (commencing with Section 1125) of Chapter 1 of Division 4 of Title 1 of the Government Code. Additionally, each member shall comply with the Committee Ethics Policy attached as "Attachment A" to these Bylaws.

5.4 Term. Each member shall serve a minimum term of two (2) years, commencing on the date of the first meeting of the Committee. Upon the expiring term of a member, such member may be appointed for a new two (2) year term or a new member may be selected for a two (2) year term. No member may serve more than three (3) consecutive terms.

5.5 Appointment. The initial members of the Committee shall be those members of the Proposition C Committee. With respect to any vacancies and future appointments, Members of the Committee shall be appointed by the Board through the following process: (a) appropriate local groups and community members will be solicited for applications; (b) the Superintendent will review the applications; (c) the Superintendent will make recommendations to the Board; and (d) the Board shall appoint the members of the Committee.

5.6 Removal; Vacancy. The Board may remove any Committee member for any reason, including failure to attend two consecutive Committee meetings without reasonable excuse or for failure to comply with the Committee Ethics Policy. Upon a member's removal, his or her seat shall be declared vacant. The Board, in accordance with the established appointment process, shall fill any vacancies on the Committee. Vacancies shall be filled within 90 days from the initial date of each such vacancy. Any person appointed to fill a vacancy shall serve for the remainder of the term of the member whose position is being filled.

5.7. Compensation. The Committee members shall not be compensated for their services.

5.8 Authority of Members. (a) Committee members shall not have the authority to direct staff of the District, (b) individual members of the Committee retain the right to address the Board, either on behalf of the Committee or as an individual, and (c) the Committee may only request copies of reports and documents which have been previously presented to the Board and which are a public record.

Section 6. Meetings of the Committee.

6.1 Regular Meetings. The Committee shall meet at least once a year but no more frequently than quarterly unless requested by the Board to meet more often. **This does not prohibit the Committee from holding a special meeting if needed.**

6.2 Location. All meetings shall be held within the boundaries of the District except that Committee members may participate by teleconference as set forth in Section 6.3 below.

6.3 **Procedures.** All meetings shall be open to the public in accordance with the *Ralph M. Brown Act*, Government Code Section 54950 *et seq.* (the “Brown Act”) and may be noticed and conducted in any manner that is consistent with the Brown Act, as modified by any emergency declaration of the Governor of the State of California or other authorized officer of the State, including by teleconference. A majority of the number of Committee members shall constitute a quorum for the transaction of any business of the Committee.

Section 7. District Support.

7.1 The District shall provide to the Committee necessary technical and administrative assistance as follows:

- (a) preparation of and posting of public notices as required by the *Ralph M. Brown Act*, ensuring that all notices to the public are provided in the same manner as notices regarding meetings of the District Board;
- (b) provision of a meeting room, including any necessary audio/visual equipment;
- (c) preparation, translation and copies of any documentary meeting materials, such as agendas and reports; and
- (d) retention of all Committee records, and providing public access to such records on an Internet website maintained by the District.

7.2 District staff and/or District consultants shall attend Committee proceedings in order to report on the status of projects and the expenditures of bond proceeds.

7.3 No bond proceeds shall be used to provide District support to the Committee.

Section 8. Reports. In addition to the Annual Report required in Section 3.3, the Committee may report to the Board from time to time in order to advise the Board on the activities of the Committee. The Annual Report shall be in writing and shall summarize the proceedings and activities conducted by the Committee.

Section 9. Officers. The Superintendent shall appoint the initial Chair to serve for an initial two (2) year term. The Committee shall elect an initial Vice-Chair. Thereafter, the Committee shall elect a Chair and a Vice-Chair who shall act as chair only when the Chair is absent.

Section 10. Amendment of Bylaws. Any amendment to these Bylaws shall be approved by a majority vote of the Board.

Section 11. Termination. The Committee shall automatically terminate and disband 180 days after all Measure T bond proceeds are spent.

BOND OVERSIGHT COMMITTEE ETHICS POLICY STATEMENT

This Ethics Policy Statement provides general guidelines for members of the Bond Oversight Committee (the “Committee”) established by the San Ysidro School District (the “District”) in carrying out their responsibilities. Not all ethical issues that Committee members face are covered in this Statement. However, this Statement captures some of the critical areas that help define ethical and professional conduct for Committee members. The provisions of this Statement were developed from existing laws, rules, policies and procedures as well as from concepts that define generally accepted good business practices. Committee members are expected to strictly adhere to the provisions of this Ethics Policy.

POLICY

- **CONFLICT OF INTEREST.** A Committee member shall not make or influence a District decision related to: (1) any contract funded by bond proceeds or (2) any construction project which will benefit the committee member's outside employment, business, or a personal finance or benefit an immediate family member, such as a spouse, child or parent.

- **OUTSIDE EMPLOYMENT.** A Committee member shall not use his or her authority over a particular matter to negotiate future employment with any person or organization that relates to: (1) any contract funded by bond proceeds, or (2) any construction project. A Committee member shall not make or influence a District decision related to any construction project involving the interest of a person with whom the member has an agreement concerning current or future employment, or remuneration of any kind. For a period of two (2) years after leaving the Committee, a former Committee member may not represent any person or organization for compensation in connection with any matter pending before the District that, as a Committee member, he or she participated in personally and substantially. Specifically, for a period of two (2) years after leaving the Committee, a former Committee member and the companies and businesses for which the member works shall be prohibited from contracting with the District with respect to: (1) bidding on projects funded by the bond proceeds; and (2) any construction project.

- **COMMITMENT TO UPHOLD LAW.** A Committee member shall uphold the federal and California Constitutions, the laws and regulations of the United States and the State of California (particularly the Education Code) and all other applicable government entities, and the policies, procedures, rules and regulations of the District;

- **COMMITMENT TO DISTRICT.** A Committee member shall place the interests of the District above any personal or business interest of the member.

**BOND OVERSIGHT COMMITTEE
BYLAWS**

Section 1. Committee Established. The San Ysidro School District (the "District") caused Measure U to be placed on the ballot for the March 3, 2020 (the "Election") and the voters of the District approved Measure U authorizing the District to issue up to \$52,985,000 aggregate principal amount of the general obligation bonds. The Election was conducted in accordance with the Strict Accountability in Local School Construction Bonds Act of 2000, Section 15264 *et seq.* of the Education Code of the State ("Proposition 39"). Pursuant to Section 15278 of the Education Code, the District is obligated to establish an independent citizens oversight committee in order to satisfy the accountability requirements of Proposition 39. On April 16, 2020, the Board of Education of the San Ysidro School District (the "Board") established an independent citizens oversight committee for Measure U (the "Committee") and these bylaws (the "Bylaws") for the Committee to be governed by. The Committee does not have legal capacity independent from the District.

Section 2. Purposes. The purposes of the Committee are set forth in Proposition 39, and these Bylaws are specifically made subject to the applicable provisions of Proposition 39 as to the duties and rights of the Committee. Minutes of the proceedings of the Committee and all documents received and reports issued shall be a matter of public record and be made available on an internet website maintained by the Board. The District shall provide necessary administrative support to the Committee as shall be consistent with the Committee's purposes, as set forth in Proposition 39.

The proceeds of general obligation bonds issued pursuant to the Election are hereinafter referred to as "bond proceeds." The Committee shall confine itself specifically to monitoring the expenditure of bond proceeds generated under Measure U. Projects undertaken with monies generated from sources other than bond proceeds shall fall outside the scope of the Committee's review.

Section 3. Duties. To carry out its stated purposes, the Committee shall perform the duties set forth in Sections 3.1, 3.2 and 3.3 below and shall observe the limitations set forth in Sections 3.4 and 3.5 below.

3.1 **Inform the Public.** The Committee shall inform the public concerning the District's expenditure of bond proceeds. In fulfilling this duty, all official communications to either the Board or the public shall come from the Chair acting on behalf of the Committee. The Chair shall only release information that reflects the consensus view of the Committee.

3.2 **Review Expenditures.** The Committee shall review expenditure reports produced by the District to ensure that (a) bond proceeds were expended only for the purposes set forth in the Measure U; and (b) no bond proceeds were used for any teacher or administrative salaries or other operating expenses.

3.3 **Annual Report.** The Committee shall present to the Board, in public session, an annual written report which shall include the following:

- (a) A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and

(b) A summary of the Committee's proceedings and activities for the preceding year.

3.4 Duties of the Board and/or Superintendent. Either the Board or the Superintendent, as the Board shall determine, shall have the following powers reserved to it, and the Committee shall have no jurisdiction over the following types of activities:

- (a) Approval of contracts,
- (b) Approval of change orders,
- (c) Expenditure of bond proceeds,
- (d) Handling of all legal matters,
- (e) Approval of project plans and schedules,
- (f) Approval of all deferred maintenance plans, and
- (g) Approval of the sale of bonds.

3.5 Measure U Projects Only. In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds, the Board has not charged the Committee with responsibility for:

(a) Projects financed without bond proceeds either through the State of California, developer fees, tax increment revenues, certificates of participation, special taxes, lease/revenue bonds, the District general fund or other sources, which shall be outside the authority of the Committee.

(b) The establishment of priorities and order of construction for the projects to be funded with bond proceeds, which shall be made by the Board in its sole discretion.

(c) The selection of architects, engineers, soils engineers, construction managers, project managers, CEQA consultants and such other professional service firms as are required to complete the projects funded with bond proceeds which shall be based on criteria established by the Board in its sole discretion.

(d) The approval of the design for each project including exterior materials, paint color, interior finishes, site plan and construction methods (modular vs. permanent) which shall be determined by the Board in its sole discretion.

(e) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary to support the activities of the Committee which shall be determined by the Board in its sole discretion and may be the audit firm that audits the District's financial statements.

(f) The approval of an annual budget for the Committee that is sufficient to carry out its activities which shall be determined by the Board in its sole discretion.

(g) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, which shall be based on criteria adopted in the Board's sole discretion as part of carrying out its function under Proposition 39.

Section 4. Authorized Activities.

4.1 In order to perform the duties set forth in Sections 3.1, 3.2 and 3.3 above, the Committee may engage in any of the activities authorized under Proposition 39 including the following:

(a) Receive and review copies of the District's annual independent performance audit and annual independent financial audit as required by Article XIII A of the California Constitution.

(b) Inspect school facilities and grounds for which bond proceeds have been or will be expended, in accordance with any access procedure established by the District's Superintendent, in order to ensure that bond proceeds are expended in accordance with the requirements of Article XIII A of the California Constitution.

(c) Receive and review copies of any deferred maintenance proposals or plans for facilities financed with bond proceeds.

(d) Review efforts by the District to maximize bond proceeds by implementing various cost-saving measures, including, but not limited to, those set forth in Section 15278(c)(5) of the Education Code.

Section 5. Membership

5.1 Number.

The Committee shall consist of seven (7) members appointed by the Board in such manner as the Board determines, and based on criteria established by Proposition 39, which provides that:

- One (1) member shall be the parent or guardian of a child enrolled in the District.
- One (1) member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization, such as the P.T.A. or a school site council.
- One (1) member shall be active in a business organization representing the business community located in the District.
- One (1) member shall be active in a senior citizens' organization.
- One (1) member shall be active in a bona-fide taxpayers association.
- Two (2) members shall be from the community at-large.

5.2 Qualification Standards.

- (a) To be a qualified person, a Committee member must be at least 18 years of age.
- (b) The Committee may not include any employee, official of the District or any vendor, contractor or consultant of the District.

5.3 Ethics: Conflicts of Interest. By accepting appointment to the Committee, each member agrees to comply with Articles 4 (commencing with Section 1090) and 4.7 (commencing with Section 1125) of Chapter 1 of Division 4 of Title 1 of the Government Code. Additionally, each member shall comply with the Committee Ethics Policy attached as "Attachment A" to these Bylaws.

5.4 Term. Each member shall serve a minimum term of two (2) years, commencing on the date of the first meeting of the Committee. Upon the expiring term of a member, such member may be appointed for a new two (2) year term or a new member may be selected for a two (2) year term. No member may serve more than three (3) consecutive terms.

5.5 Appointment. The initial members of the Committee shall be those members of the Proposition C Committee. With respect to any vacancies and future appointments, Members of the Committee shall be appointed by the Board through the following process: (a) appropriate local groups and community members will be solicited for applications; (b) the Superintendent will review the applications; (c) the Superintendent will make recommendations to the Board; and (d) the Board shall appoint the members of the Committee.

5.6 Removal; Vacancy. The Board may remove any Committee member for any reason, including failure to attend two consecutive Committee meetings without reasonable excuse or for failure to comply with the Committee Ethics Policy. Upon a member's removal, his or her seat shall be declared vacant. The Board, in accordance with the established appointment process, shall fill any vacancies on the Committee. Vacancies shall be filled within 90 days from the initial date of each such vacancy. Any person appointed to fill a vacancy shall serve for the remainder of the term of the member whose position is being filled.

57. Compensation. The Committee members shall not be compensated for their services.

5.8 Authority of Members. (a) Committee members shall not have the authority to direct staff of the District, (b) individual members of the Committee retain the right to address the Board, either on behalf of the Committee or as an individual, and (c) the Committee may only request copies of reports and documents which have been previously presented to the Board and which are a public record.

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6.1 Regular Meetings. The Committee shall meet at least once a year but no more frequently than quarterly unless requested by the Board to meet more often. **This does not prohibit the Committee from holding a special meeting if needed.**

6.2 Location. All meetings shall be held within the boundaries of the District except that Committee members may participate by teleconference as set forth in Section 6.3 below.

6.3 Procedures. All meetings shall be open to the public in accordance with the *Ralph M Brown Act*, Government Code Section 54950 *et seq.* (the "Brown Act") and may be noticed and

conducted in any manner that is consistent with the Brown Act, as modified by any emergency declaration of the Governor of the State of California or other authorized officer of the State, including by teleconference. A majority of the number of Committee members shall constitute a quorum for the transaction of any business of the Committee.

Section 7. District Support.

7.1 The District shall provide to the Committee necessary technical and administrative assistance as follows:

- (a) preparation of and posting of public notices as required by the *Ralph M. Brown Act*, ensuring that all notices to the public are provided in the same manner as notices regarding meetings of the District Board;
- (b) provision of a meeting room, including any necessary audio/visual equipment;
- (c) preparation, translation and copies of any documentary meeting materials, such as agendas and reports; and
- (d) retention of all Committee records and providing public access to such records on an Internet website maintained by the District.

7.2 District staff and/or District consultants shall attend Committee proceedings in order to report on the status of projects and the expenditures of bond proceeds.

7.3 No bond proceeds shall be used to provide District support to the Committee.

Section 8. Reports. In addition to the Annual Report required in Section 3.3, the Committee may report to the Board from time to time in order to advise the Board on the activities of the Committee. The Annual Report shall be in writing and shall summarize the proceedings and activities conducted by the Committee.

Section 9. Officers. The Superintendent shall appoint the initial Chair to serve for an initial two (2) year term. The Committee shall elect an initial Vice-Chair. Thereafter, the Committee shall elect a Chair and a Vice-Chair who shall act as chair only when the Chair is absent.

Section 10. Amendment of Bylaws. Any amendment to these Bylaws shall be approved by a majority vote of the Board.

Section 11. Termination. The Committee shall automatically terminate and disband 180 days after all Measure U bond proceeds are spent.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 20/21-0015

BACKGROUND INFORMATION:

Each year, School Districts are required by Government Code Section 7906(f) to report to the Superintendent of Public Instruction and to the Director of Finance at least annually its appropriation limit, its appropriations subject to limitation, the amount of its State aid apportionments and subventions included within the proceeds of taxes of the school district, and amounts excluded from its appropriations limit (Gann Limit). These reports are accumulated at the State level and are used by the State to determine its compliance with appropriations limits as set forth under Gann Limit legislation enacted many years ago. The District is submitting the attached report to be in compliance with Government Code Section 7606(f).

- 2019-20 Appropriations Limitation Recalculation \$29,871,193.57
- 2020-21 Estimated Appropriations Limitation \$31,047,359.87

RECOMMENDATION:

Approve Resolution No. 20/21-0015 Adopting the Appropriation Limit (Gann Limit) for 2019-20 and the 2020-21 Estimated Appropriations Limitation.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

--

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

**RESOLUTION 20/21-0015
ADOPTING THE “GANN” LIMIT**

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called “Gann Limits,” for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2019-2020 fiscal year and a projected Gann Limit for the 2020-2021 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2019-2020 and 2021-2021 fiscal years are made in accordance with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2019-2020 and 2020-2021 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District on this 17th of September of 2020, the following vote:

Ayes:

Noes:

Absent:

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Rodolfo Lopez, Clerk of the Governing Board of the San Ysidro School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a Resolution 20/21-0015 adopted by said Board at a regular meeting thereof, at the time and by the vote there in stated, which original Resolution is on file in the office of said Board.

Clerk of the Governing Board

	2019-20 Calculations			2020-21 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
A. PRIOR YEAR DATA (2018-19 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2018-19 Actual			2019-20 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	29,779,260.53		29,779,260.53			29,871,193.57
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	4,351.32		4,351.32			4,203.10
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2018-19			Adjustments to 2019-20		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2019-20 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	2019-20 P2 Report			2020-21 P2 Estimate		
1. Total K-12 ADA (Form A, Line A6)	4,203.10		4,203.10	4,211.37		4,211.37
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			4,203.10			4,211.37
C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED	2019-20 Actual			2020-21 Budget		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	124,523.42		124,523.42	124,523.00		124,523.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	19,207,045.37		19,207,045.37	19,171,724.00		19,171,724.00
5. Unsecured Roll Taxes (Object 8042)	640,626.10		640,626.10	634,677.00		634,677.00
6. Prior Years' Taxes (Object 8043)	(1,630.87)		(1,630.87)	2,042.00		2,042.00
7. Supplemental Taxes (Object 8044)	621,681.54		621,681.54	627,307.00		627,307.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	0.00		0.00	(101,816.00)		(101,816.00)
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	2,069,744.09		2,069,744.09	1,899,881.00		1,899,881.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	22,661,989.65	0.00	22,661,989.65	22,358,338.00	0.00	22,358,338.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	22,661,989.65	0.00	22,661,989.65	22,358,338.00	0.00	22,358,338.00

	2019-20 Calculations			2020-21 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			0.00			0.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			0.00			0.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	24,503,634.00		24,503,634.00	23,513,212.00		23,513,212.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	103,594.90		103,594.90	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	24,607,228.90	0.00	24,607,228.90	23,513,212.00	0.00	23,513,212.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	60,198,659.49		60,198,659.49	61,132,943.00		61,132,943.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	138,267.74		138,267.74	70,000.00		70,000.00
D. APPROPRIATIONS LIMIT CALCULATIONS						
PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			29,779,260.53			29,871,193.57
2. Inflation Adjustment			1.0385			1.0373
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			0.9659			1.0020
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			29,871,193.57			31,047,359.87
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			22,661,989.65			22,358,338.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			504,372.00			505,364.40
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			7,209,203.92			8,689,021.87
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			7,209,203.92			8,689,021.87
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			68,767.82			35,591.39
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			22,730,757.47			22,393,929.39
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			7,140,436.10			8,653,430.48
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			22,730,757.47			
b. State Subventions (Line D8)			7,140,436.10			
c. Less: Excluded Appropriations (Line C23)			0.00			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			29,871,193.57			

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: EDUCATION PROTECTION ACCOUNT (PROP 55) – EXPENDITURE
REPORT FOR FISCAL YEAR 2019-20

BACKGROUND INFORMATION:

Proposition 55 amends Proposition 30 effective November 8, 2016, temporarily increases the states sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers. The revenues generated from Proposition 55 are deposited into a created state account called the Education Protection Account (EPA).

The San Ysidro School District’s Governing Board approved the EPA Spending Plan for 2019-20 on June 13, 2019. At that time, revenue and expenditures were estimated at \$1,933,476.00. At year end of 2019-20, the actual amount allocated to the District was \$740,346.00. Eligible expenditures in the amount of \$740,346.00.00 were allocated to certificated salary costs as described in the original Spending Plan. The EPA Expenditure Report for 2019-20 will be available to the public on the District’s website.

RECOMMENDATION:

Information Only.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

Expenditures through:
For Fund(s), Resource(s), and Project Year(s):

01 1400 0 Education Protection Account

Description		Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	Object Codes 9791-9795	49,781.00
LCFF Sources	8010-8099	690,565.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Unearned Revenue	9650	0.00
TOTAL AVAILABLE		740,346.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Instruction	Function Codes 1000-1999	740,346.00
Instruction-Related Services	2000-2999	0.00
Pupil Services	3000-3999	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		740,346.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00
INDIRECT COSTS AS A PERCENTAGE OF ELIGIBLE EXPENDITURES		
Eligible Expenditures (Objects 1000-5999 except objects 5100-5199)		740,346.00
Indirect Costs (Objects 7310 and 7350)		0.00
Indirect Costs divided by Eligible Expenditures		0.00%

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

FROM:
Human Resources
David Farkas, Executive Director

Informational
 Action

AGENDA ITEM: COVID RELATED TECHNOLOGY STIPEND FOR MANAGEMENT STAFF

BACKGROUND INFORMATION:

The San Ysidro School District approved technology stipends for both the certificated and classified bargaining units via COVID related Memorandums of Understanding. In line with those stipends, the District is providing a \$500 stipend for management staff to offset technology costs related to COVID and remote work during the pandemic.

RECOMMENDATION:

Approve the COVID related technology stipend for management staff members for the 2020-2021 school year.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Financial Implications?	Are funds for this item available in the 2020-2021 Budget?	Requisition #
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
\$14,000	CARES Act	
(Amount)	(Name of funding source and/or location)	
Recommended for: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial Certification Requested <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

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

Informational
 Action

AGENDA ITEM: REVISED 2020-2021 MANAGEMENT SALARY SCHEDULE

BACKGROUND INFORMATION:

The District has revised the 2020-2021 Management Salary Schedule to include the title of Assistant Superintendent under the Senior Management category. The salary schedule for Assistant Superintendent matched the previously approved schedule for Chief Business Official.

RECOMMENDATION:

Approve the revised 2020-2021 Management Salary Schedule to include one new job title under the Senior Management category yet leave the salary schedule as is.

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 2020-2021 Budget?	Requisition #
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
(Amount)	(Name of funding source and/or location)	
Recommended for: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial		Certification Requested <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Senior Management Salary Schedule

	1	2	3	4	5	6
EXECUTIVE DIRECTOR	\$ 142,945.31	\$ 146,518.94	\$ 150,181.92	\$ 153,936.46	\$ 157,784.87	\$ 161,729.50
CHIEF BUSINESS OFFICIAL	\$ 150,181.91	\$ 153,936.46	\$ 157,784.87	\$ 161,729.49	\$ 165,772.73	\$ 169,917.05
ASSISTANT SUPERINTENDENT*	\$ 150,181.91	\$ 153,936.46	\$ 157,784.87	\$ 161,729.49	\$ 165,772.73	\$ 169,917.05
SUPERINTENDENT	\$ 183,600.00	\$ 188,190.00	\$ 192,894.75	\$ 197,717.12	\$ 202,660.05	\$ 207,726.55

*No change to salary. Added new job title.

CURRICULUM & INSTRUCTION

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

FROM:
Educational Services
Cynthia González, Director

Informational
 Action

AGENDA ITEM: APPROVAL OF THE REVISION OF SAN YSIDRO SCHOOL DISTRICT INSTRUCTIONAL TO CORRECT DISCREPANCIES ON MATERIALS LIST FOR THE 2020-2021 SCHOOL YEAR

BACKGROUND INFORMATION:

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

Willow School will be visited at the beginning of the 2020-2021 school year. Prior to this visit, the Governing Board needs to approve the list of instructional materials.

This list was originally approved by the Board on August 13, 2020, but it has been revised due to discrepancies with the materials for some grade levels. These revisions are edits to correct discrepancies, there were no changes to the existing instructional materials.

RECOMMENDATION:

Approve the revision San Ysidro School District Instructional Materials/Textbook List for the 2020-2021 school year. This list was originally approved by the Board on August 13, 2020, but it has been revised due to discrepancies with the material titles for some grade levels. These revisions are edits to correct Discrepancies, there were no changes to the existing instructional materials.

LCAP GOAL AND ACTION/SERVICE:

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

Renewal New Amendment Ratify Other/Revised

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:

San Ysidro School District Instructional Materials 2020-2021

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

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

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

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

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

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

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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

FROM:
Educational Services
Cynthia González, Director

Informational
 Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS – SEPTEMBER

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 training/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 September 17, 2020 Board meeting:

- 11th Annual Early Childhood Mental Health Conference – September 10-11, 2020 - \$298.00
- 2020-21 Instructional Time and Attendance Accounting Webinar – August 27, 2020
- Association of California School Administrators Academy (ACSA) - Personnel Administrators- August 7, 2020-April 24, 2021 - \$2,590.00
- Association of California School Administrators Academy (ACSA) - Equity Administrators Academy - September 11, 2020 – April 24, 2021 - \$2,570.00
- CASC Virtual Conference on Equity, Disparities, & Student Mental Health – October 8-10, 2020 - \$537.00
- IMPACT People Training Webinar, Workshop #2 – August 27, 2020
- Incident Command System Training – September 23, 2020 - \$30.00
- Strengthening Participation, Attendance, and Re-Engagement during COVID (SPARC) Network – 9 Day Event
- Supervisor of Attendance Training – September 25, 2020

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 (see attached list) to the different professional developments, as scheduled.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Action 1.14: Provide professional development opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics, Science, and Social Studies. Professional development includes training specifically designed to address the achievement gap for students with disabilities.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

APPROXIMATE COST

\$6,025.00

(Amount)

General, ERMHS, SpEd. Preschool and Title II Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Professional Development Backup Information – September 17, 2020

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Kathleen Cordero, Rebeca Ackerman	11th Annual Early Childhood Mental Health Conference	Virtual Conference	September 10- 11, 2020	\$298.00	Sp. Ed. Preschool Funding
Omar Calleros	2020-21 Instructional Time and Attendance Accounting Webinar	Online	August 27, 2020	\$0	No Cost
Omar Calleros	Association of California School Administrators Academy (ACSA)- Equity Administrators Academy	Online/Ranc ho Cucamonga	September 11, 2020 – April 24, 2021	\$2,570.0 0	Title II Fund
Linda Gonzales	Association of California School Administrators Academy (ACSA)- Personnel Administrators	Online/San Diego	September 18, 2020 – April 24, 2021	\$2,590.0 0	General Fund
Sylvia Robledo, Lupita Garcia, Dalia Gonzalez Garcia	CASC Virtual Conference on Equity, Disparities, & Student Mental Health	Online	October 8-10, 2020	\$537.00	Educational ly Related Mental Health Services (ERMHS)
Omar Calleros	IMPACT People Training Webinar, Workshop #2	Online	August 27, 2020	\$0	No Cost
David Farkas	Incident Command System Training	Online	September 23, 2020	\$30.00	General Fund
Omar Calleros	Strengthening Participation, Attendance, and Re-Engagement during COVID (SPARC) Network	Online	9 Day Event Oct. 1, 2020 Nov. 5, 2020 Dec. 3, 2020 Jan. 7, 2021 Feb. 4, 2021 Mar. 4, 2021 Apr. 8, 2021	\$0	No Cost

			May 5, 2021 June 3, 2021		
Omar Calleros	Supervisor of Attendance Training	Online	September 25, 2020	\$0	No Cost

BUSINESS

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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 #2 (August 5, 2020 through September 8, 2020): ▪ General Fund: 0000006508-0000006564, 0000006566-0000006633, 0000006635-0000006644 ▪ Child Development Fund: 0000006565 ▪ Child Nutrition Fund: 0000006502-0000006507

RECOMMENDATION:

Approve/Ratify the following purchase orders incurred by the District during the period August 5, 2020 through September 8, 2020.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

Varies
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

PURCHASING REPORT (08/05/20 - 09/08/20)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Goal	Function	Object	Site	Total by Account
8/5/2020	000006508	003019	VALLEY TRACTOR & EQUIPMENT	CONTRACTED SERVICES	0100	8150000	0000	8100	4300007	070	\$ 3,000.00
8/5/2020	000006509	004819	THE SHERWIN-WILLIAMS CO.	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	\$ 2,000.00
8/5/2020	000006510	000000393	NAUMANN HOBBS MATERIAL	MAINTENANCE SERVICES	0100	8150000	0000	8100	5600005	070	\$ 800.00
8/5/2020	000006511	002836	WESTAIR GASES & EQUIPMENT INC	CONTRACTED SERVICES	0100	8150000	0000	8100	4300007	070	\$ 3,000.00
8/5/2020	000006512	001795	WILLY'S ELECTRONIC SUPPLY CO.	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	\$ 3,000.00
8/5/2020	000006513	003622	FASTENAL COMPANY	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	\$ 1,000.00
8/5/2020	000006514	001845	FERGUSON ENTERPRISES,INC#1350	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	\$ 5,000.00
8/5/2020	000006515	003143	HD SUPPLY FACILITIES	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	\$ 20,000.00
8/5/2020	000006516	001510	EWING IRRIGATION	GROUNDS SUPPLIES	0100	8150000	0000	8110	4300014	068	\$ 10,000.00
8/5/2020	000006517	002536	STANDARD PLUMBING & INDUSTRIAL	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	\$ 5,000.00
8/5/2020	000006518	004426	TRANE U.S. INC	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	\$ 7,000.00
8/5/2020	000006519	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	025	\$ 1,103.58
8/5/2020	000006520	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	025	\$ 805.02
8/5/2020	000006521	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	025	\$ 1,713.98
8/6/2020	000006522	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	012	\$ 4,111.59
8/6/2020	000006523	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	012	\$ 1,278.51
8/6/2020	000006524	000000728	A & I REPROGRAPHICS	COVID SUPPLIES	0100	3210000	1110	1000	4300000	010	\$ 1,422.30
8/6/2020	000006525	000136	WAXIE SANITARY SUPPLY	COVID SUPPLIES	0100	3210000	1110	1000	4300020	010	\$ 1,366.27
8/6/2020	000006526	000000727	GORM, INC.	COVID SUPPLIES	0100	3210000	1110	1000	4300020	010	\$ 4,740.05
8/6/2020	000006526	000000727	GORM, INC.	COVID SUPPLIES	0100	3210000	1110	1000	4300020	010	\$ 26,264.06
8/6/2020	000006527	002650	IMPERIAL SPRINKLER SUPPLY	GROUNDS SUPPLIES	0100	8150000	0000	8110	4300014	068	\$ 10,000.00
8/6/2020	000006528	000000397	HORIZON DISTRIBUTORS	GROUNDS SUPPLIES	0100	8150000	0000	8110	4300014	068	\$ 5,000.00
8/6/2020	000006529	004231	PRO POWER	GROUNDS SUPPLIES	0100	8150000	0000	8110	4300014	068	\$ 7,000.00
8/6/2020	000006530	002726	CAL-PLASTIC & METALS	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	\$ 5,000.00
8/6/2020	000006531	000000007	CRYSTAL CLEAR GLASS & MIRROR	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	\$ 5,000.00
8/6/2020	000006532	03146A	STOTZ EQUIPMENT	GROUNDS SUPPLIES	0100	8150000	0000	8110	4300014	068	\$ 5,000.00
8/6/2020	000006533	001161	HOME DEPOT	GROUNDS SUPPLIES	0100	8150000	0000	8110	4300014	068	\$ 5,000.00
8/7/2020	000006534	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	8150000	0000	8100	4300011	070	\$ 250.75
8/7/2020	000006535	003598	BJ'S RENTALS, INC.	CONTRACTED SERVICES	0100	8150000	0000	8100	5600001	070	\$ 5,000.00
8/7/2020	000006536	003859	BATTERY SYSTEMS	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	\$ 3,000.00
8/7/2020	000006537	002981	TIFCO INDUSTRIES	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	\$ 3,000.00
8/7/2020	000006538	002153	HARBOR FREIGHT TOOLS	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	\$ 3,000.00
8/7/2020	000006539	003935	AMS - ACOUSTICAL MATERIAL	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	\$ 7,000.00
8/7/2020	000006540	004459	BEST PLUMBING SPECIALTIES INC	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	\$ 5,000.00
8/7/2020	000006541	000762	SOUTH BAY FENCE, INC.	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	\$ 5,000.00
8/7/2020	000006542	004420	UNITED PLUMBING HEATING AIR	CONTRACTED SERVICES	0100	8150000	0000	8100	5600005	070	\$ 4,350.00
8/7/2020	000006543	000000491	PANERA BREAD COMPANY	REFRESHMENTS	0100	0000000	0000	7100	4300015	063	\$ 1,500.00
8/7/2020	000006543	000000491	PANERA BREAD COMPANY	REFRESHMENTS	0100	0000000	0000	7100	4300015	064	\$ 1,500.00
8/7/2020	000006544	002771	SMART & FINAL	REFRESHMENTS	0100	0000000	0000	7100	4300015	064	\$ 3,000.00
8/7/2020	000006545	000778	SAFEWAY INC. -VONS DIVISION	REFRESHMENTS	0100	0000000	0000	7100	4300015	064	\$ 500.00
8/7/2020	000006546	000000743	PARTNERSHIP FOR CHILDREN & YOUTH	REGISTRATION FEES	0100	4035000	1110	2100	5200003	061	\$ 415.59
8/7/2020	000006547	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	012	\$ 7,837.88
8/7/2020	000006548	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	022	\$ 4,512.08
8/7/2020	000006549	003377	SOUTHWEST SCHOOL & OFFICE	COVID SUPPLIES	0100	3210000	1110	1000	4300000	010	\$ 117,986.25
8/10/2020	000006550	004678	AMAZON.COM, INC.	OFFICE EQUIPMENT	0100	0000000	0000	7100	4400000	063	\$ 1,291.92
8/10/2020	000006551	000000740	ORANGE COUNTY INDUSTRIAL PLASTICS	COVID SUPPLIES	0100	3210000	1110	1000	4300000	010	\$ 11,206.00
8/10/2020	000006552	004785	SCHOOL MATE	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	022	\$ 2,870.14
8/13/2020	000006553	003909	TEAMTALK NETWORK	CONTRACTED SERVICES	0100	0982000	0000	3600	5600005	074	\$ 5,000.00

PURCHASING REPORT (08/05/20 - 09/08/20)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Goal	Function	Object	Site	Total by Account
8/13/2020	000006554	000506	DION INTERNATIONAL TRUCK INC.	CONTRACTED SERVICES	0100	0982000	0000	3600	5600005	074	\$ 9,431.71
8/13/2020	000006555	001079	PENSKO TRUCK LEASING	CONTRACTED SERVICES	0100	8150000	0000	8100	5600001	070	\$ 5,000.00
8/13/2020	000006556	001643	ATKINSON, ANDELSON, LOYA, RUUD	LEGAL FEES	0100	0000000	0000	7200	5800200	062	\$ 10,322.81
8/13/2020	000006557	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	018	\$ 585.08
8/13/2020	000006558	000000541	AARDVARK ANT & PEST CONTROL INC.	CONTRACTED SERVICES	0100	8150000	0000	8100	5600005	070	\$ 10,000.00
8/14/2020	000006559	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	025	\$ 1,414.87
8/14/2020	000006560	000000744	EXPLORE LEARNING, LLC	CONTRACTED SERVICES	0100	0000001	1110	1000	5800006	061	\$ 3,900.00
8/18/2020	000006561	003192	WAL- MART COMMUNITY/GECRB	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	024	\$ 500.00
8/18/2020	000006562	000809	OFFICE DEPOT	PUBLICATIONS SUPPLIES	0100	0000000	0000	7550	4300011	073	\$ 2,421.14
8/19/2020	000006563	000000051	BLACKBOARD INC	CONTRACTED SERVICES	0100	0000000	0000	7700	5800006	067	\$ 19,569.99
8/20/2020	000006564	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	022	\$ 4,202.24
8/20/2020	000006566	000000342	ABLENET, INC.	INSTRUCTIONAL SUPPLIES	0100	3220000	5760	1190	4300000	054	\$ 10,967.60
8/20/2020	000006567	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	025	\$ 2,120.14
8/21/2020	000006568	000000093	FIREWATCH	CONTRACTED SERVICES	0100	8150000	0000	8100	5600005	070	\$ 298.00
8/21/2020	000006569	001610	FIREHAWK	CONTRACTED SERVICES	0100	8150000	0000	8100	5600005	070	\$ 9,874.57
8/21/2020	000006570	000000621	PARKHOUSE TIRE INC	CONTRACTED SERVICES	0100	0982000	0000	3600	5600005	074	\$ 5,000.00
8/21/2020	000006571	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4100000	061	\$ 3,092.61
8/21/2020	000006572	003144	HOTSY EQUIPMENT COMPANY	GROUND SUPPLIES	0100	8150000	0000	8110	4300014	068	\$ 1,000.00
8/21/2020	000006573	001161	HOME DEPOT	TECHNOLOGY SUPPLIES	0100	0000000	0000	7700	4300002	067	\$ 3,000.00
8/21/2020	000006574	003313	BEST BUY	TECHNOLOGY EQUIPMENT	0100	0000000	0000	2100	4400000	061	\$ 1,346.86
8/21/2020	000006575	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	3210000	1110	1000	4300000	010	\$ 172.44
8/21/2020	000006576	001906	LEARNING A-Z	CONTRACTED SERVICES	0100	3010000	1110	1000	5800006	061	\$ 32,423.62
8/21/2020	000006577	000000464	AMPLIFY EDUCATION INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4100000	061	\$ 6,807.01
8/21/2020	000006578	000000464	AMPLIFY EDUCATION INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4100000	061	\$ 6,827.69
8/21/2020	000006579	000000488	DOLLARDAYS INTERNATIONAL, INC.	OFFICE SUPPLIES	0100	3210000	0001	1000	4300000	061	\$ 549.27
8/21/2020	000006580	001012	CDW GOVERNMENT LLC	TECHNOLOGY EQUIPMENT	0100	3210000	1110	1000	4400000	010	\$ 79,911.75
8/23/2020	000006581	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	0000	7100	5800002	063	\$ 6,843.90
8/23/2020	000006581	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	0000	7200	5800200	062	\$ 9,381.00
8/23/2020	000006581	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	0000	8100	5800002	071	\$ 742.00
8/23/2020	000006582	004858	FLYERS ENERGY	CONTRACTED SERVICES	0100	0982000	0000	3600	4300022	074	\$ 60,000.00
8/23/2020	000006583	000983	CASBO	REGISTRATION FEES	0100	0000000	0000	7200	5200003	071	\$ 5,400.00
8/23/2020	000006584	000506	DION INTERNATIONAL TRUCK INC.	CONTRACTED SERVICES	0100	0982000	0000	3600	5600005	074	\$ 10,000.00
8/23/2020	000006585	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3220000	1110	1000	4300001	022	\$ 3,347.79
8/23/2020	000006586	004542	MPC ELECTRONICS INC	TECHNOLOGY SUPPLIES	0100	0000000	0000	7700	4300002	067	\$ 5,000.00
8/23/2020	000006587	004131	HYDROTEX PARTNERS, LTD	TRANSPORTATION SUPPLIES	0100	0982000	0000	3600	4300022	074	\$ 5,000.00
8/23/2020	000006588	004087	RGC GENERAL ENGINEERING INC	CONTRACTED SERVICES	0100	8150000	0000	8100	5600005	070	\$ 4,747.75
8/23/2020	000006589	001795	WILLY'S ELECTRONIC SUPPLY CO.	TECHNOLOGY SUPPLIES	0100	0000000	0000	7700	4300002	067	\$ 4,000.00
8/23/2020	000006590	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	022	\$ 2,150.29
8/23/2020	000006591	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	3210000	0001	1000	4300000	061	\$ 883.44
8/23/2020	000006592	003313	BEST BUY	TECHNOLOGY SUPPLIES	0100	0000000	0000	7700	4300002	067	\$ 1,000.00
8/23/2020	000006593	001727	SAN DIEGO ELECTRIC	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	\$ 2,000.00
8/23/2020	000006594	002858	CORTES TOWING	CONTRACTED SERVICES	0100	8150000	0000	8100	5600005	070	\$ 2,000.00
8/23/2020	000006595	001947	BELLAMA	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	\$ 3,000.00
8/23/2020	000006596	004056	OPTIMUM FLOORCARE	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	\$ 5,000.00
8/23/2020	000006597	002958	MIRAMAR BOBCAT INC	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	\$ 500.00
8/23/2020	000006598	000000504	UTILITY TRAILER SALES OF SOUTHERN	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	\$ 1,000.00
8/23/2020	000006599	000000390	DANNIS WOLIVER KELLEY	LEGAL FEES	0100	0000000	0000	7200	5800150	054	\$ 1,442.00
8/23/2020	000006600	003934	ANYTIME SIGN SOLUTION, INC	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	\$ 1,000.00

PURCHASING REPORT (08/05/20 - 09/08/20)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Goal	Function	Object	Site	Total by Account
8/23/2020	0000006601	001161	HOME DEPOT	TRANSPORTATION SUPPLIES	0100	0982000	0000	3600	4300060	074	\$ 1,000.00
8/23/2020	0000006602	003888	STANLEY CONVERGENT SECURITY	CONTRACTED SERVICES	0100	8150000	0000	8100	4300007	070	\$ 307.48
8/23/2020	0000006603	002151	NAPA AUTO AND TRUCK PARTS	TRANSPORTATION SUPPLIES	0100	0982000	0000	3600	4300023	074	\$ 3,000.00
8/23/2020	0000006604	002847	ROAD ONE TOWING	TRANSPORTATION SERVICES	0100	0982000	0000	3600	5600005	074	\$ 2,000.00
8/23/2020	0000006605	004231	PRO POWER	TRANSPORTATION SUPPLIES	0100	0982000	0000	3600	4300023	074	\$ 2,000.00
8/23/2020	0000006606	000356	GRAINGER	TRANSPORTATION SUPPLIES	0100	0982000	0000	3600	4300060	074	\$ 1,000.00
8/23/2020	0000006607	002770	FLEETWASH INC	TRANSPORTATION SERVICES	0100	0982000	0000	3600	5600005	074	\$ 2,000.00
8/23/2020	0000006608	000000584	UNITED FASTENER, INC.	TRANSPORTATION SUPPLIES	0100	0982000	0000	3600	4300023	074	\$ 2,000.00
8/23/2020	0000006609	000069	CITY TREASURER	CONTRACTED SERVICES	0100	0000000	0000	3140	5800010	052	\$ 315.00
8/23/2020	0000006610	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	0000	8200	4300020	069	\$ 4,378.57
8/23/2020	0000006611	000000659	RELATIONSHIPS AT WORK, INC.	CONTRACTED SERVICES	0100	0000000	0000	7400	5800010	062	\$ 5,000.00
8/23/2020	0000006612	0000000085	SUNBELT RENTALS, INC.	CONTRACTED SERVICES	0100	8150000	0000	8100	5600001	070	\$ 10,000.00
8/24/2020	0000006613	001012	CDW GOVERNMENT LLC	TECHNOLOGY SUPPLIES	0100	3210000	1110	1000	4300000	010	\$ 91,533.63
8/24/2020	0000006614	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	1110	1000	4300001	022	\$ 1,847.41
8/25/2020	0000006615	000000665	JOHNSON CONTROLS	CONTRACTED SERVICES	0100	8150000	0000	8100	5600005	070	\$ 10,000.00
8/25/2020	0000006616	000809	OFFICE DEPOT	TECHNOLOGY EQUIPMENT	0100	3220000	1110	1000	4400000	080	\$ 327,962.00
8/25/2020	0000006617	000762	SOUTH BAY FENCE, INC.	CONTRACTED SERVICES	0100	8150000	0000	8100	5600005	070	\$ 12,800.00
8/25/2020	0000006618	000588	SCHOOL SERVICES OF CALIFORNIA	REGISTRATION FEES	0100	3210000	0000	7400	5800010	062	\$ 1,100.00
8/25/2020	0000006619	003888	STANLEY CONVERGENT SECURITY	CONTRACTED SERVICES	0100	8150000	0000	8100	5600005	070	\$ 10,000.00
8/26/2020	0000006620	000809	OFFICE DEPOT	TECHNOLOGY EQUIPMENT	0100	3210000	1110	1000	4300000	010	\$ 15,418.45
8/26/2020	0000006620	000809	OFFICE DEPOT	TECHNOLOGY EQUIPMENT	0100	3210000	1110	1000	4400000	010	\$ 10,343.87
8/26/2020	0000006621	000067	SAN DIEGO GAS & ELECTRIC	UTILITIES	0100	0000000	0000	8200	5500001	069	\$ 500,000.00
8/26/2020	0000006622	001164	MATERIAL SALES INC	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	\$ 3,000.00
8/27/2020	0000006623	001023	WIRELESS PRO'S	MAINTENANCE SUPPLIES	0100	8150000	0000	8100	4300007	070	\$ 500.00
8/27/2020	0000006624	0000000746	FIREFLY COMPUTERS LLC	TECHNOLOGY EQUIPMENT	0100	3220000	1110	1000	4400000	080	\$ 86,867.37
8/27/2020	0000006625	0000000383	CODEMONKEY STUDIOS INC.	INSTRUCTIONAL MATERIALS	0100	0000000	1110	1000	4300001	022	\$ 350.00
8/31/2020	0000006626	002539	ZONAR SYSTEMS	MAINTENANCE SERVICES	0100	0982000	0000	3600	5800006	074	\$ 12,020.52
8/31/2020	0000006627	001012	CDW GOVERNMENT LLC	CONTRACTED SERVICES	0100	3220000	1110	1000	5800006	080	\$ 10,992.00
8/31/2020	0000006628	0000000728	A & I REPROGRAPHICS	COVID SUPPLIES	0100	3210000	1110	1000	4300000	010	\$ 33,119.36
9/3/2020	0000006629	0000000745	SCREENCASTIFY, LLC	CONTRACTED SERVICES	0100	3220000	1110	1000	5800006	061	\$ 5,250.00
9/3/2020	0000006630	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL SUPPLIES	0100	3220000	1110	1000	4300001	016	\$ 6,335.70
9/3/2020	0000006631	0000000091	AVID CENTER	CONTRACTED SERVICES	0100	0000001	1110	1000	5300000	061	\$ 15,388.00
9/3/2020	0000006632	002874	ACSA	REGISTRATION FEES	0100	0000000	0000	7400	5800010	062	\$ 2,590.00
9/3/2020	0000006633	000356	GRAINGER	MAINTENANCE EQUIPMENT	0100	3210000	1110	1000	4400000	010	\$ 42,890.72
9/8/2020	0000006635	000356	GRAINGER	COVID SUPPLIES	0100	3210000	1110	1000	4300000	010	\$ 8,561.02
9/8/2020	0000006636	001845	FERGUSON ENTERPRISES,INC#1350	COVID EQUIPMENT	0100	3220000	1110	1000	4400000	080	\$ 192,762.38
9/8/2020	0000006637	000258	PARADIGM HEALTHCARE SERVICES	PROFESSIONAL SERVICES	0100	0490000	0000	3140	5800010	052	\$ 6,000.00
9/8/2020	0000006638	002102	A-Z BUS SALES, INC.	CONTRACTED SERVICES	0100	0982000	0000	3600	5600005	074	\$ 10,000.00
9/8/2020	0000006639	000651	CSBA	DUES & MEMBERSHIPS	0100	0000000	0000	7100	5300000	063	\$ 14,154.00
9/8/2020	0000006640	004857	ONE TRIPP TREE SERVICE INC.	CONTRACTED SERVICES	0100	0000000	0000	8200	5600005	069	\$ 3,883.00
9/8/2020	0000006641	001383	BUS WEST	TRANSPORTATION SUPPLIES	0100	0982000	0000	3600	4300023	074	\$ 5,000.00
9/8/2020	0000006642	004361	AUTO-JET MUFFLER CORPORATION	TRANSPORTATION SUPPLIES	0100	0982000	0000	3600	4300023	074	\$ 5,000.00
9/8/2020	0000006643	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	6300000	1110	1000	4100000	061	\$ 3,428.82
9/8/2020	0000006644	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL SUPPLIES	0100	6300000	1110	1000	4100000	061	\$ 735.94
9/8/2020	0000006644	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL SUPPLIES	0100	6300000	1110	1000	4100000	061	\$ 469.82
9/8/2020	0000006644	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL SUPPLIES	0100	6300000	1110	1000	4100000	061	\$ 469.82

Total for 0100 \$ 2,186,778.42

PURCHASING REPORT (08/05/20 - 09/08/20)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Goal	Function	Object	Site	Total by Account
8/20/2020	0000006565	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	1200	5210000	0001	1000	4300001	076	\$ 1,723.66
Total for 1200											\$ 1,723.66
8/5/2020	0000006502	004775	AFFORDABLE GREASE PUMPING	CONTRACTED SERVICES	1300	5310000	0000	3700	5600005	085	\$ 2,000.00
8/5/2020	0000006503	000987	C&M MOTORS	CONTRACTED SERVICES	1300	5310000	0000	3700	5600005	085	\$ 3,000.00
8/5/2020	0000006504	0000000665	JOHNSON CONTROLS	CONTRACTED SERVICES	1300	5310000	0000	3700	5600005	085	\$ 3,000.00
8/5/2020	0000006505	000901	COUNTY OF SAN DIEGO	CONTRACTED SERVICES	1300	5310000	0000	3700	5800000	085	\$ 3,000.00
8/5/2020	0000006506	001958	LLOYD PEST CONTROL CO.	CONTRACTED SERVICES	1300	5310000	0000	8110	5500007	085	\$ 3,000.00
8/5/2020	0000006507	003524	ACE COOLING & FREEZING	CONTRACTED SERVICES	1300	5310000	0000	3700	5600005	085	\$ 12,000.00
Total for 1300											\$ 26,000.00
Grand Total											\$ 2,214,502.08

**D SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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 3, 2020 through September 4, 2020 with checks #14-697982 through #14-706043 for a total expenditure of \$1,219,178.01 from the following sources:

General Fund - \$1,089,544.40
Child Nutrition-\$129,633.61

RECOMMENDATION:

Approve/Ratify the expenditures incurred by the District during the period of August 3, 2020 through September 4, 2020 for a total expenditure of \$1,219,178.01.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No.: Base Services and Safety

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

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$1,219,178.01
(Amount)

Various (see above)
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Expenditure Report
08/03/20 - 09/04/20

Warrant ID	Payee	Payment Date	Warrant Total	Fund	Description
14697982	CAPITOL ADVISORS GROUP, LLC	8/6/2020	\$ 4,000.00	0100	PROFESSIONAL SERVICES
14697983	ACCO ENGINEERED SYSTEMS, INC.	8/6/2020	\$ 230.00	0100	CONTRACTED SERVICES
14697984	INSA USA, INC	8/6/2020	\$ 23,004.63	0100	COVID SUPPLIES
14697985	KONE INC	8/6/2020	\$ 10,922.18	0100	MAINTENACE AGREEMENT
14697986	ACSA	8/6/2020	\$ 1,857.40	0100	DUES & MEMBERSHIPS
14697987	SOUTHWEST SCHOOL & OFFICE	8/6/2020	\$ 13,592.98	0100	COVID SUPPLIES
14697988	N2Y INC	8/6/2020	\$ 382.16	0100	SPECIAL ED SUBSCRIPTION
14697989	DASH MEDICAL GLOVE INC.	8/6/2020	\$ 295.78	0100	MEDICAL SUPPLIES
14698997	CORODATA RECORDS MANAGEMENT, INC.	8/10/2020	\$ 121.66	0100	CONTRACTED SERVICES
14698998	P.I.P.S.	8/10/2020	\$ 74,440.66	0100	PROFESSIONAL SERVICES
14698999	MRC SMART TECHNOLOGY SOLUTIONS	8/10/2020	\$ 1,651.59	0100	MAINTENANCE AGREEMENT
14699000	KEENAN & ASSOCIATES	8/10/2020	\$ 1,512.44	0100	PROFESSIONAL SERVICES
14699002	DANNIS WOLIVER KELLEY	8/10/2020	\$ 1,442.00	0100	LEGAL FEES
14699003	DECLUES, BURKETT & THOMPSON, APC	8/10/2020	\$ 5,089.00	0100	LEGAL FEES
14699004	WALSH & ASSOCIATES, APC	8/10/2020	\$ 1,264.50	0100	LEGAL FEES
14699005	THE ED LADDER	8/10/2020	\$ 780.00	0100	TUTORING SERVICES
14699006	TOM SILVA CONSULTING	8/10/2020	\$ 1,350.00	0100	PROFESSIONAL SERVICES
14699007	A & I REPROGRAPHICS	8/10/2020	\$ 4,844.98	0100	PROFESSIONAL SERVICES
14699008	WLC ARCHITECTS INC	8/10/2020	\$ 7,500.00	0100	REGISTRATION FEES
14699009	PARTNERSHIP FOR CHILDREN & YOUTH	8/10/2020	\$ 415.59	0100	REGISTRATION FEES
14699010	SAN DIEGO GAS & ELECTRIC	8/10/2020	\$ 60,554.78	0100	SDGE UTILITIES
14699011	SPRINT	8/10/2020	\$ 4,436.01	0100	CELLPHONES
14699012	CSBA	8/10/2020	\$ 5,735.00	0100	CONTRACTED SERVICES
14699016	REPUBLIC SERVICES	8/10/2020	\$ 14,453.64	0100	WASTE SERVICES
14699017	COMPLIANCE POSTER COMPANY	8/10/2020	\$ 352.32	0100	OFFICE SUPPLIES
14699019	PERMA BOUND PUB.	8/10/2020	\$ 3,468.60	0100	INSTRUCTIONAL SUPPLIES
14699020	YMCA OF SAN DIEGO COUNTY	8/10/2020	\$ 37,960.38	0100	AFTER SCHOOL SERVICES
14699021	AT&T	8/10/2020	\$ 4,340.53	0100	PHONE SERVICES
14699023	BEST BEST & KRIEGER LLP	8/10/2020	\$ 10,262.18	0100	LEGAL FEES
14699026	NIMCO, INC	8/10/2020	\$ 4,660.02	0100	COVID SUPPLIES
14699027	XEROX CORPORATION	8/10/2020	\$ 4,019.92	0100	MAINTENACE AGREEMENT
14699889	MAXIM HEALTHCARE SERVICES, INC	8/13/2020	\$ 24,556.00	0100	PROFESSIONAL SERVICES
14699890	RELATIONSHIPS AT WORK, INC.	8/13/2020	\$ 500.00	0100	PROFESSIONAL SERVICES

Expenditure Report
08/03/20 - 09/04/20

Warrant ID	Payee	Payment Date	Warrant Total	Fund	Description
14699891	CITY TREASURER	8/13/2020	\$ 9,543.13	0100	WATER SERVICES
14699892	THE INSTITUTE FOR EFFECTIVE	8/13/2020	\$ 9,296.40	0100	PROFESSIONAL SERVICES(NON PUBLIC)
14699893	ASELTINE SCHOOL	8/13/2020	\$ 4,008.36	0100	PROFESSIONAL SERVICES(NON PUBLIC)
14699895	SAN DIEGO CENTER FOR CHILDREN	8/13/2020	\$ 2,945.72	0100	PROFESSIONAL SERVICES(NON PUBLIC)
14701036	XEROX FINANCIAL SERVICES	8/17/2020	\$ 9,274.25	0100	CONTRACTED SERVICES
14701037	ORANGE COUNTY INDUSTRIAL PLASTICS	8/17/2020	\$ 16,593.50	0100	COVID SUPPLIES
14701038	WAXIE SANITARY SUPPLY	8/17/2020	\$ 7,704.85	0100	COVID SUPPLIES
14701039	SPINITAR/PRESENTATION PRODUCTS	8/17/2020	\$ 348.22	0100	INSTRUCTIONAL SUPPLIES
14701040	FEDEX	8/17/2020	\$ 89.46	0100	POSTAGE
14701041	SAN YSIDRO SCHOOL DISTRICT	8/17/2020	\$ 3,365.67	0100	CONTRACTED SERVICES
14701042	TEAMTALK NETWORK	8/17/2020	\$ 795.60	0100	CONTRACTED SERVICES
14701043	GALLAGHER BENEFIT SERVICES, INC	8/17/2020	\$ 435.20	0100	PROFESSIONAL SERVICES
14701044	THE MARKETBOARD PEOPLE	8/17/2020	\$ 1,275.00	0100	INSTRUCTIONAL SUPPLIES
14701881	DION INTERNATIONAL TRUCK INC.	8/20/2020	\$ 540.27	0100	CONTRACTED SERVICES
14701882	SPARKLETTES	8/20/2020	\$ 24.86	0100	CONTRACTED SERVICES
14701883	XEROX CORPORATION	8/20/2020	\$ 4,019.92	0100	MAINTENANCE AGREEMENT
14702890	DANIEL CHAVEZ	8/24/2020	\$ 80.04	0100	MILEAGE
14702891	ORANGE COUNTY INDUSTRIAL PLASTICS	8/24/2020	\$ 11,206.00	0100	COVID SUPPLIES
14702894	PENSKE TRUCK LEASING	8/24/2020	\$ 919.50	0100	CONTRACTED SERVICES
14702895	HOME DEPOT	8/24/2020	\$ 402.74	0100	MAINTENANCE SUPPLIES
14702896	ATKINSON, ANDELSON, LOYA, RUUD	8/24/2020	\$ 10,322.81	0100	LEGAL FEES
14702897	PROFESSIONAL TUTORS OF AMERICA	8/24/2020	\$ 1,040.00	0100	PROFESSIONAL SERVICES
14702899	SAN YSIDRO SCHOOL DISTRICT	8/24/2020	\$ 332.50	0100	REPLENISH TRUST ACCOUNT
14702901	CALIFORNIA FINANCIAL SERVICES	8/24/2020	\$ 28,500.00	0100	PROFESSIONAL SERVICES
14703799	CORODATA RECORDS MANAGEMENT, INC.	8/27/2020	\$ 282.63	0100	CONTRACTED SERVICES
14703800	BLACKBOARD INC	8/27/2020	\$ 19,569.99	0100	CONTRACTED SERVICES
14703801	FIREWATCH	8/27/2020	\$ 298.00	0100	CONTRACTED SERVICES
14703802	XEROX FINANCIAL SERVICES	8/27/2020	\$ 9,274.25	0100	CONTRACTED SERVICES
14703803	RUSSELL LITTLE	8/27/2020	\$ 67.98	0100	REFRESHMENTS
14703804	AARDVARK ANT & PEST CONTROL INC.	8/27/2020	\$ 1,564.00	0100	CONTRACTED SERVICES
14703805	RICH THOME CONSULTING	8/27/2020	\$ 9,900.00	0100	PROFESSIONAL SERVICES
14703806	DECLUES, BURKETT & THOMPSON, APC	8/27/2020	\$ 2,681.70	0100	LEGAL FEES
14703807	WALSH & ASSOCIATES, APC	8/27/2020	\$ 10,352.54	0100	LEGAL FEES

Expenditure Report
08/03/20 - 09/04/20

Warrant ID	Payee	Payment Date	Warrant Total	Fund	Description
14703808	PARKHOUSE TIRE INC	8/27/2020	\$ 160.84	0100	CONTRACTED SERVICES
14703809	ANIXTER INC.	8/27/2020	\$ 542.85	0100	MAINTENANCE SUPPLIES
14703810	WEX BANK	8/27/2020	\$ 1,272.53	0100	CONTRACTED SERVICES
14703811	RELATIONSHIPS AT WORK, INC.	8/27/2020	\$ 500.00	0100	CONTRACTED SERVICES
14703812	A & I REPROGRAPHICS	8/27/2020	\$ 42,289.98	0100	COVID SUPPLIES
14703813	DEMCO INC.	8/27/2020	\$ 586.13	0100	INSTRUCTIONAL SUPPLIES
14703814	SAN DIEGO GAS & ELECTRIC	8/27/2020	\$ 1,475.92	0100	UTILITIES
14703815	CITY TREASURER	8/27/2020	\$ 315.00	0100	CONTRACTED SERVICES
14703816	WILKINSON HADLEY KING &	8/27/2020	\$ 3,650.00	0100	PROFESSIONAL SERVICES
14703817	COURTNEY TIRE SERVICE	8/27/2020	\$ 874.45	0100	MAINTENANCE SUPPLIES
14703818	CURRICULUM ASSOC. INC.	8/27/2020	\$ 14,038.88	0100	INSTRUCTIONAL SUPPLIES
14703819	SCHOOL SPECIALTY	8/27/2020	\$ 8,175.38	0100	INSTRUCTIONAL SUPPLIES
14703820	SPRINT	8/27/2020	\$ 4,407.55	0100	CONTRACTED SERVICES
14703821	OFFICE DEPOT	8/27/2020	\$ 6,882.48	0100	INSTRUCTIONAL SUPPLIES
14703822	CASBO	8/27/2020	\$ 5,400.00	0100	REGISTRATION FEES
14703823	REPUBLIC SERVICES	8/27/2020	\$ 14,453.89	0100	UTILITIES
14703824	FIREHAWK	8/27/2020	\$ 9,874.57	0100	CONTRACTED SERVICES
14703825	NAPA AUTO AND TRUCK PARTS	8/27/2020	\$ 413.63	0100	MAINTENANCE SUPPLIES
14703826	ROCHESTER 100 INC.	8/27/2020	\$ 559.00	0100	INSTRUCTIONAL SUPPLIES
14703827	AT&T	8/27/2020	\$ 4,810.70	0100	UTILITIES
14703828	BEST BEST & KRIEGER LLP	8/27/2020	\$ 16,966.90	0100	LEGAL FEES
14704977	RELATIONSHIPS AT WORK, INC.	8/31/2020	\$ 500.00	0100	CONTRACTED SERVICES
14704978	WAXIE SANITARY SUPPLY	8/31/2020	\$ 19,663.52	0100	COVID SUPPLIES
14706036	P.I.P.S.	9/3/2020	\$ 74,440.66	0100	PROFESSIONAL SERVICES
14706037	GORM, INC.	9/3/2020	\$ 31,004.11	0100	COVID SUPPLIES
14706038	SMARTSIGN	9/3/2020	\$ 2,940.98	0100	OFFICE SUPPLIES
14706039	DEMCO INC.	9/3/2020	\$ 1,093.49	0100	INSTRUCTIONAL SUPPLIES
14706040	SAN DIEGO GAS & ELECTRIC	9/3/2020	\$ 70,011.26	0100	UTILITIES
14706041	GOPHER SPORT	9/3/2020	\$ 12,243.90	0100	COVID SUPPLIES
14706042	RENAISSANCE LEARNING INC.	9/3/2020	\$ 230,280.08	0100	CONTRACTED SERVICES
14706043	SCHOOL MATE	9/3/2020	\$ 2,663.70	0100	INSTRUCTIONAL SUPPLIES
Total Fund 01			1,089,544.40		
14699001	GOLD STAR FOODS	8/10/2020	\$ 14,762.60	1300	CAFETERIA FOOD

Expenditure Report
08/03/20 - 09/04/20

Warrant ID	Payee	Payment Date	Warrant Total	Fund	Description
14699013	HOLLANDIA DAIRY INC.	8/10/2020	\$ 37,498.65	1300	CAFETERIA FOOD
14699014	P&R PAPER SUPPLY COMPANY, INC.	8/10/2020	\$ 1,536.55	1300	CAFETERIA PAPER GOODS
14699015	COUNTY OF SAN DIEGO	8/10/2020	\$ 1,099.00	1300	CONTRACTED SERVICES
14699018	LLOYD PEST CONTROL CO.	8/10/2020	\$ 256.00	1300	CONTRACTED SERVICES
14699022	CALIFORNIA DEPARTMENT OF	8/10/2020	\$ 228.00	1300	CONTRACTED SERVICES
14699024	AMERICAN PRODUCE DISTRIBUTORS	8/10/2020	\$ 19,048.50	1300	CAFETERIA FOOD
14699025	GALASSO'S BAKERY	8/10/2020	\$ 871.68	1300	CAFETERIA FOODS
14699894	AMERICAN PRODUCE DISTRIBUTORS	8/13/2020	\$ 11,296.70	1300	CAFETERIA FOODS
14702889	GOLD STAR FOODS	8/24/2020	\$ 12,574.38	1300	CAFETERIA FOODS
14702892	HOLLANDIA DAIRY INC.	8/24/2020	\$ 27,960.87	1300	CAFETERIA FOODS
14702893	P&R PAPER SUPPLY COMPANY, INC.	8/24/2020	\$ 983.70	1300	CAFETERIA FOODS
14702898	ACE COOLING & FREEZING	8/24/2020	\$ 214.00	1300	CONTRACTED SERVICES
14702900	GALASSO'S BAKERY	8/24/2020	\$ 1,302.98	1300	CAFETERIA FOODS
Total Fund 13			\$ 129,633.61		
Grand Total			1,219,178.01		

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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 organizations and/or individuals on the attached list for their generous contributions to education, students and staff.

RECOMMENDATION:

Accept donations valued at \$113.00 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

DONATIONS
\$113.00

(Amount)

Cash/Checks Only
Donations Account

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACTS WITH VARIOUS AGENCIES FOR 2020-2021 SCHOOL YEAR

BACKGROUND INFORMATION:

The District has identified more than 700 students with special needs (language-processing disorders, require doctor-approved specialized medical treatments, individualized physical education services, behavior that interferes with their learning or the learning of others.) and per the student's Individualized Education Program (IEP) require specialized services (Healthcare, Speech & Language Pathologist (SLP), and Psychological services).

In order to be in compliance with State and Federal Regulations, administration requests approval of the following nonpublic agencies for 2020-2021. In the case that the district is able to hire a qualified SLP, the district will have to terminate the NPA master contract with the agency as stated on the agreement.

Agency	Service	Annual Estimated Cost up to
ABA Educational Foundation	Mental Health	\$20,000.00
BMR Health	SLP (3)	\$340,372.80
Educational Based Services	SLP (4)	\$437,760.00
Maxim Staffing Solutions	Healthcare/SLP/Psychological Services	\$200,000.00
Estimated Total up to:		\$998,132.80

RECOMMENDATION:

Approve/Ratify the San Diego County Nonpublic Master Contracts of the above-mentioned agencies to provide specialized services for school year 2020-2021 at an estimated cost up to \$998,132.80 from the Special Education and CARES Act funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 1, Item 1.21: Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc...) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

\$998,132.80

Special Education and CARES Act Funds

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

2020-2021

San Diego County

Nonpublic

Master Contract

Directions:

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.
- Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.

San Diego County Nonpublic Master Contract
Main Document

2020-2021

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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.*

2020-2021
Nonpublic
Master Contract

Main Document

**San Diego County Nonpublic Master Contract
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2020-2021

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2020-2021

**NONPUBLIC
MASTER CONTRACT**

This Master Contract is made and entered into

this 17th day of September, 2020 between the

San Ysidro School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

ABA Education Foundation
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

**San Diego County Nonpublic Master Contract
Main Document**

2020-2021

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 ninety (90) 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 ninety (90) 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

**San Diego County Nonpublic Master Contract
Main Document**

2020-2021

A current copy of the CONTRACTOR'S California Department of Education (CDE) Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from July 1, 20 20 to June 30, 20 21.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy and provide training on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, 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)

**San Diego County Nonpublic Master Contract
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2020-2021

- (6) Locked seclusion, except pursuant to EC 56521.2 (a) (6) (i) (4) (A)
- (7) Any intervention that precludes adequate supervision of the individual; and
- (8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

The CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

The CONTRACTOR shall report all incidents of discipline where there has been violation of EC 48900 or 48915 which results in in- or out-of-school suspension, expulsion, or other means of correction.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, the CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. LEA will schedule an IEP meeting or if appropriate, a manifestation determination IEP meeting when required and in accordance with California Education Code.

e. Behavioral Emergency Reports (EC 56521.1)

When a CONTRACTOR is serving students with significant behavioral needs or who are on behavioral intervention plans, the CONTRACTOR will comply with EC 56366.10(e).

- (1) Anytime an emergency intervention is used pursuant to EC 56521.1, CONTRACTOR must notify LEA, parent, guardian, and residential care provider, if appropriate, within one schoolday. A behavioral emergency report shall immediately be completed and maintained in the file of the individual with exceptional needs.
- (2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.
- (3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.
- (4) "Behavioral Emergency Report" data shall be collected by the CONTRACTOR and be submitted to LEA.
- (5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

f. Seclusion

Anytime seclusion, as defined in EC 49005.1(i), is used, the CONTRACTOR must notify the LEA consistent with other emergency interventions as outlined in Section 1.7(e) Behavior Emergency Reports.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.30(a)) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

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Main Document**

2020-2021

SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and the CONTRACTOR agree in writing to notice by regular USPS mail. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or the CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall be addressed to:

Marilyn Adrianzen, Chief Business Official
Name/Title

San Ysidro School District
Local Education Agency

4350 Otay Mesa Road
Address

San Ysidro CA 92173
City State Zip

(619) 428-4476 x 3004
Phone

(619) 428-6473
Facsimile

marilyn.adrianzen@sysd.k12.ca.us
Email Address

Notices to the CONTRACTOR shall be addressed to:

Erin Dyer Zwahlen, Executive Director
Name/Title

ABA Education Foundation
Nonpublic

5694 Mission Center Road, Suite 602 PMB 341
Address

San Diego CA 92108
City State Zip

(619) 952-6295
Phone

(619) 220-0215
Facsimile

ezwahlen@bridgesaba.com
Email Address

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2.2 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the LEA. Such approval shall not be unreasonably withheld. The LEA and the CONTRACTOR shall maintain a copy of the written approval.

2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by the CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within ninety (90) days, only as to matters arising out of this Master Contract for which the CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.4, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by the CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA), the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.1 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable State's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

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LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to the CONTRACTOR under this contract, and that LEA agrees to provide coverage to the CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.4 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.1 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

The CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least thirty (30) days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.6 TRANSPORTATION

Transportation to and from school, and the associated costs are the responsibility of the LEA unless otherwise agreed to in writing. LEA accepts full responsibility for pupil safety, and liability for accident, injury, or death, at all times pupil is on a LEA transportation vehicle.

In the event that the CONTRACTOR transports students to or from school due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and the LEA, the LEA shall reimburse the CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Appendix A: Section 4.1, Appendix B: Section 5.1) or a temporary rate agreed to by LEA and the CONTRACTOR.

The CONTRACTOR shall have in place a transportation safety plan that prescribes procedures for school personnel to follow to ensure safe transport of pupils. The safety plan shall specify, among other matters, that the CONTRACTOR shall provide each pupil being transported with adequate supervision during the transport and with instruction in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs. The CONTRACTOR has liability for accident, injury, or death, at all times pupil is in the CONTRACTOR's vehicle.

2.7 WAIVERS

The LEA and/or the CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. The CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by the Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

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2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. The LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. The CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with the LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with the LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify the CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.12 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.1) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

The CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to due process and the rights of students and parents.

The CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations (CCR) section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the CCR section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA).

2.14 VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to EC 56366.4(a).

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2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by the CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of twenty (20) days written notice pursuant to the provisions of Section 2.1 (Notices) of this contract. Upon termination, the LEA shall pay within forty-five (45) days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Appendix A Section 4.1, Appendix B Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. The CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to the CONTRACTOR in the plan for transition services (per EC 56445 and EC 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three (3) and five (5) years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, the CONTRACTOR's staff, and LEA's staff.

The LEA shall oversee and evaluate the pupil's progress through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the CONTRACTOR or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the CONTRACTOR shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met with the CONTRACTOR, whether changes to the pupil's IEP are necessary, and whether the pupil may be

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transitioned to a less restrictive setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance may be appropriate to support transition to a public school program.

2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to, or as a condition of, a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

2.19 TRANSITION TO A LEAST RESTRICTIVE ENVIRONMENT

The CONTRACTOR & the LEA shall support least restrictive environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be educated with nondisabled peers to the maximum extent appropriate.

The CONTRACTOR & the LEA shall address LRE placement options for students at all IEP team meetings, including whether the students may be transitioned to a public school setting.

When an IEP team has determined that a student should be transitioned into the public school setting, the CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that the CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area (SELPA), or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

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2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in the CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

2.24 DATA REPORTING

The CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates, discipline, restraints and seclusion.

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the CDE has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

When behavior intervention services are provided by the CONTRACTOR, the CONTRACTOR shall train staff in implementing the Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP. This training shall comply with the requirements in ED 56366.1(4)(A-C) and 56366.10(f).

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, the CONTRACTOR will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

The CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

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3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel, who are required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA case manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within forty-eight (48) hours.

tThe CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between the pupil's parents and the LEA regarding any injuries resulting from physical restraint.

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. Effective date of the invoice shall be the confirmed date of receipt by the LEA, either electronically or by USPS. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.1 (Notices) of this contract. All education related mental health services will be billed by the CONTRACTOR in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.1 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the Individual Services Agreement (ISA) for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A

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for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to the CONTRACTOR within ten (10) working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR. If the CONTRACTOR agrees to accept credit card payments, and LEA chooses to pay invoices by credit card, the LEA agrees to add the CONTRACTOR'S credit card processing fee to the invoice balance of the credit card payment. Credit card payments will be assumed to have been made on the date the payment posts to the CONTRACTOR'S bank account for late payment and interest calculation purposes.

d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

"If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for ninety (90) days during which time the contract shall be consummated."

Ed Code 56366.9 c (1) above states "this provision shall be allowed for ninety (90) days during which time the contract shall be consummated", however this group has agreed to one hundred eighty (180) days.

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within ninety (90) days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the LEA/SELPA for reimbursement submissions to Medi-Cal. The CONTRACTOR will not submit any claims in the LEA Billing Option program and the LEA has the right to submit claims for reimbursement.

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within five (5) days; or (D) the CONTRACTOR fails to notify the LEA within five (5) days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify the CONTRACTOR in writing within ten (10) working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.1 (Notices) of this contract. If no notice of withholding is provided to the CONTRACTOR within ten (10) working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant

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to Section 2.1 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen (14) days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Appendix A: Section 4.1 (Rate Schedule for Contract Year), Appendix B: Section 5.1 (Rate Schedule for Contract Year) of this contract. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until the CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five (5) years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of special education accountability is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within twenty (20) days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations. The CONTRACTOR shall maintain written policies concerning operations that are consistent with law, regulations, safety, and good practice. These policies, in whole or in part, shall be made available to LEA upon written request. The CONTRACTOR shall include LEAs in distribution of communication to families which references significant changes to school policies or procedures.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or state or federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty (30) days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by the LEA for such payment shall be made pursuant to the notice provisions of Section 2.1 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

LEA and/or SELPA representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

San Diego County Nonpublic Master Contract
Main Document

2020-2021

SECTION 5: SIGNATURES

This Nonpublic Master Contract 2020-2021, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on July 1, 2020 and terminates at 5:00 p.m. on June 30, 2021 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Authorized Representative Signature
DATE: _____
Erin Dyer Zwahlen, Executive Director

(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature
DATE: _____
Marilyn Adrianzen, Chief Business Official

(Type) Name and Title

LEA Board Approval
DATE: _____

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Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2020-2021

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Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 2.1 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

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1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Agreement shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, The CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a pupil's absences exceed more than ten days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the student is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the district of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to determine another appropriate placement option for the student.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the child's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

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2020-2021

SECTION 4: CONFLICT OF INTEREST

All recommendations for service by the CONTRACTOR are the decisions of the IEP team.

To the extent required by EC section 56366.3, the CONTRACTOR shall not provide special education and related services, administration, or supervision by an individual who is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days, except if the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten (10) months of the school year by the district, special education local plan area, or county office. For purposes of this section the special education local plan area shall be the special education local plan area of which the LEA is a member and the county office shall refer to the San Diego County Office of Education.

In terms of determining whether an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or whether the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office, the information provided to the CONTRACTOR by the individual in his or her application for employment, resume, or other paperwork, shall be conclusive evidence on this issue for purposes of determining compliance (if required) with EC section 56366.3. No payment shall be withheld or reimbursement demanded from the CONTRACTOR if the individual failed to disclose on his or her application, resume, or paperwork, submitted to the CONTRACTOR that he or she is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or misstates the reason for separation. However, if the LEA subsequently provides the CONTRACTOR written notice (pursuant to Section 2.1 of this contract) that an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days (and was not involuntarily terminated or laid off as part of necessary staff reductions) the CONTRACTOR shall have five school days from receipt of the written notice to investigate the matter and to determine the accurate facts and whether the individual should be terminated. The CONTRACTOR shall not be subject to any payment withholding or reimbursement demands ("penalties") for the time period prior to receiving the written notice or for the five school days after such written notice is received.

The CONTRACTOR shall be subject to penalties required by EC section 56366.3, commencing the sixth school day after such notice is provided only if both of the following conditions occur: 1) if it is determined that the individual was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days and was not involuntarily terminated or laid off as part of necessary staff reductions and 2) if the individual was not terminated prior to the sixth school day after receiving written notice from the LEA, special education local plan, or county office, or did not otherwise stop providing special education and related services, administration or supervision on behalf of the CONTRACTOR. If the CONTRACTOR is subject to penalties, the time period for which penalties may be assessed, if required by EC section 56366.3, shall not be retroactive but shall only commence on the sixth school day after the CONTRACTOR received written notice from the LEA as specified in this paragraph. The penalty, if imposed, shall only apply to the salary of the person who was previously employed by an LEA within the last three hundred sixty-five (365) days.

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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)	75.00	hr
Behavior Intervention Services (535) - Supervision	75.00	hr
Behavior Intervention Services (535) – Other Provider/Beh.Tech		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
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NOTES: _____

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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2020-2021

SECTION 6: APPROVALS

CONTRACTOR

Nonpublic Agency

Authorized Representative Signature

DATE: _____

Erin Dyer Zwahlen, Executive Director
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: _____

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San Diego County

Nonpublic

Master Contract

Directions:

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.
- Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.

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Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

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NONPUBLIC
MASTER CONTRACT

This Master Contract is made and entered into

this 17th day of September, 2020 between the

San Ysidro School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

BMR Health
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

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SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and the CONTRACTOR. It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of ninety (90) 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 ninety (90) 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

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A current copy of the CONTRACTOR'S California Department of Education (CDE) Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from July 1, 20 20 to June 30, 20 21.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy and provide training on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, 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)

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- (6) Locked seclusion, except pursuant to EC 56521.2 (a) (6) (i) (4) (A)
- (7) Any intervention that precludes adequate supervision of the individual; and
- (8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

The CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

The CONTRACTOR shall report all incidents of discipline where there has been violation of EC 48900 or 48915 which results in in- or out-of-school suspension, expulsion, or other means of correction.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, the CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. LEA will schedule an IEP meeting or if appropriate, a manifestation determination IEP meeting when required and in accordance with California Education Code.

e. Behavioral Emergency Reports (EC 56521.1)

When a CONTRACTOR is serving students with significant behavioral needs or who are on behavioral intervention plans, the CONTRACTOR will comply with EC 56366.10(e).

- (1) Anytime an emergency intervention is used pursuant to EC 56521.1, CONTRACTOR must notify LEA, parent, guardian, and residential care provider, if appropriate, within one schoolday. A behavioral emergency report shall immediately be completed and maintained in the file of the individual with exceptional needs.
- (2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.
- (3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.
- (4) "Behavioral Emergency Report" data shall be collected by the CONTRACTOR and be submitted to LEA.
- (5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

f. Seclusion

Anytime seclusion, as defined in EC 49005.1(i), is used, the CONTRACTOR must notify the LEA consistent with other emergency interventions as outlined in Section 1.7(e) Behavior Emergency Reports.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.30(a)) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

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SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and the CONTRACTOR agree in writing to notice by regular USPS mail. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or the CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall be addressed to:

Marilyn Adrianzen, Chief Business Official
Name/Title

San Ysidro School District
Local Education Agency

4350 Otay Mesa Rd
Address

<u>San Ysidro</u>	<u>CA</u>	<u>92173</u>
City	State	Zip

(619) 428-4476 x 3004
Phone

(619) 428-6473
Facsimile

marilyn.adrianzen@sysdschools.org
Email Address

Notices to the CONTRACTOR shall be addressed to:

Jicky Thomas, Recruitment Manager
Name/Title

BMR Health
Nonpublic

5976 West Las Positas Blvd., Ste. 216
Address

<u>Pleasanton</u>	<u>CA</u>	<u>94588</u>
City	State	Zip

(925) 227-1100
Phone

(925) 264-1291
Facsimile

jicky@bmrhealth.com
Email Address

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2.2 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the LEA. Such approval shall not be unreasonably withheld. The LEA and the CONTRACTOR shall maintain a copy of the written approval.

2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by the CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within ninety (90) days, only as to matters arising out of this Master Contract for which the CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.4, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by the CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA), the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.1 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable State's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

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LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to the CONTRACTOR under this contract, and that LEA agrees to provide coverage to the CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.4 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.1 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

The CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least thirty (30) days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.6 TRANSPORTATION

Transportation to and from school, and the associated costs are the responsibility of the LEA unless otherwise agreed to in writing. LEA accepts full responsibility for pupil safety, and liability for accident, injury, or death, at all times pupil is on a LEA transportation vehicle.

In the event that the CONTRACTOR transports students to or from school due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and the LEA, the LEA shall reimburse the CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Appendix A: Section 4.1, Appendix B: Section 5.1) or a temporary rate agreed to by LEA and the CONTRACTOR.

The CONTRACTOR shall have in place a transportation safety plan that prescribes procedures for school personnel to follow to ensure safe transport of pupils. The safety plan shall specify, among other matters, that the CONTRACTOR shall provide each pupil being transported with adequate supervision during the transport and with instruction in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs. The CONTRACTOR has liability for accident, injury, or death, at all times pupil is in the CONTRACTOR's vehicle.

2.7 WAIVERS

The LEA and/or the CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. The CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by the Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

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2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. The LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. The CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with the LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with the LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify the CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.12 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.1) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

The CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to due process and the rights of students and parents.

The CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations (CCR) section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the CCR section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA).

2.14 VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to EC 56366.4(a).

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2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by the CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of twenty (20) days written notice pursuant to the provisions of Section 2.1 (Notices) of this contract. Upon termination, the LEA shall pay within forty-five (45) days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Appendix A Section 4.1, Appendix B Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. The CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to the CONTRACTOR in the plan for transition services (per EC 56445 and EC 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three (3) and five (5) years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, the CONTRACTOR's staff, and LEA's staff.

The LEA shall oversee and evaluate the pupil's progress through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the CONTRACTOR or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the CONTRACTOR shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met with the CONTRACTOR, whether changes to the pupil's IEP are necessary, and whether the pupil may be

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transitioned to a less restrictive setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance may be appropriate to support transition to a public school program.

2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to, or as a condition of, a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

2.19 TRANSITION TO A LEAST RESTRICTIVE ENVIRONMENT

The CONTRACTOR & the LEA shall support least restrictive environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be educated with nondisabled peers to the maximum extent appropriate.

The CONTRACTOR & the LEA shall address LRE placement options for students at all IEP team meetings, including whether the students may be transitioned to a public school setting.

When an IEP team has determined that a student should be transitioned into the public school setting, the CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that the CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area (SELPA), or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

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2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in the CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

2.24 DATA REPORTING

The CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates, discipline, restraints and seclusion.

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the CDE has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

When behavior intervention services are provided by the CONTRACTOR, the CONTRACTOR shall train staff in implementing the Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP. This training shall comply with the requirements in ED 56366.1(4)(A-C) and 56366.10(f).

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, the CONTRACTOR will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

The CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

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3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel, who are required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA case manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within forty-eight (48) hours.

tThe CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between the pupil's parents and the LEA regarding any injuries resulting from physical restraint.

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. Effective date of the invoice shall be the confirmed date of receipt by the LEA, either electronically or by USPS. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.1 (Notices) of this contract. All education related mental health services will be billed by the CONTRACTOR in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.1 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the Individual Services Agreement (ISA) for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A

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for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to the CONTRACTOR within ten (10) working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR. If the CONTRACTOR agrees to accept credit card payments, and LEA chooses to pay invoices by credit card, the LEA agrees to add the CONTRACTOR'S credit card processing fee to the invoice balance of the credit card payment. Credit card payments will be assumed to have been made on the date the payment posts to the CONTRACTOR'S bank account for late payment and interest calculation purposes.

d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

"If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for ninety (90) days during which time the contract shall be consummated."

Ed Code 56366.9 c (1) above states "this provision shall be allowed for ninety (90) days during which time the contract shall be consummated", however this group has agreed to one hundred eighty (180) days.

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within ninety (90) days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the LEA/SELPA for reimbursement submissions to Medi-Cal. The CONTRACTOR will not submit any claims in the LEA Billing Option program and the LEA has the right to submit claims for reimbursement.

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within five (5) days; or (D) the CONTRACTOR fails to notify the LEA within five (5) days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify the CONTRACTOR in writing within ten (10) working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.1 (Notices) of this contract. If no notice of withholding is provided to the CONTRACTOR within ten (10) working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant

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to Section 2.1 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen (14) days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Appendix A: Section 4.1 (Rate Schedule for Contract Year), Appendix B: Section 5.1 (Rate Schedule for Contract Year) of this contract. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until the CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five (5) years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of special education accountability is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within twenty (20) days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations. The CONTRACTOR shall maintain written policies concerning operations that are consistent with law, regulations, safety, and good practice. These policies, in whole or in part, shall be made available to LEA upon written request. The CONTRACTOR shall include LEAs in distribution of communication to families which references significant changes to school policies or procedures.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or state or federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty (30) days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by the LEA for such payment shall be made pursuant to the notice provisions of Section 2.1 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

LEA and/or SELPA representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

San Diego County Nonpublic Master Contract
Main Document

2020-2021

SECTION 5: SIGNATURES

This Nonpublic Master Contract 2020-2021, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on July 1, 2020 and terminates at 5:00 p.m. on June 30, 2021 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Authorized Representative Signature

DATE: _____

Jicky Thomas, Recruitment Manager
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: _____

2020-2021
Nonpublic
Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2020-2021

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2020-2021

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 2.1 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2020-2021

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 child's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2020-2021

SECTION 4: CONFLICT OF INTEREST

All recommendations for service by the CONTRACTOR are the decisions of the IEP team.

To the extent required by EC section 56366.3, the CONTRACTOR shall not provide special education and related services, administration, or supervision by an individual who is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days, except if the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten (10) months of the school year by the district, special education local plan area, or county office. For purposes of this section the special education local plan area shall be the special education local plan area of which the LEA is a member and the county office shall refer to the San Diego County Office of Education.

In terms of determining whether an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or whether the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office, the information provided to the CONTRACTOR by the individual in his or her application for employment, resume, or other paperwork, shall be conclusive evidence on this issue for purposes of determining compliance (if required) with EC section 56366.3. No payment shall be withheld or reimbursement demanded from the CONTRACTOR if the individual failed to disclose on his or her application, resume, or paperwork, submitted to the CONTRACTOR that he or she is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or misstates the reason for separation. However, if the LEA subsequently provides the CONTRACTOR written notice (pursuant to Section 2.1 of this contract) that an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days (and was not involuntarily terminated or laid off as part of necessary staff reductions) the CONTRACTOR shall have five school days from receipt of the written notice to investigate the matter and to determine the accurate facts and whether the individual should be terminated. The CONTRACTOR shall not be subject to any payment withholding or reimbursement demands ("penalties") for the time period prior to receiving the written notice or for the five school days after such written notice is received.

The CONTRACTOR shall be subject to penalties required by EC section 56366.3, commencing the sixth school day after such notice is provided only if both of the following conditions occur: 1) if it is determined that the individual was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days and was not involuntarily terminated or laid off as part of necessary staff reductions and 2) if the individual was not terminated prior to the sixth school day after receiving written notice from the LEA, special education local plan, or county office, or did not otherwise stop providing special education and related services, administration or supervision on behalf of the CONTRACTOR. If the CONTRACTOR is subject to penalties, the time period for which penalties may be assessed, if required by EC section 56366.3, shall not be retroactive but shall only commence on the sixth school day after the CONTRACTOR received written notice from the LEA as specified in this paragraph. The penalty, if imposed, shall only apply to the salary of the person who was previously employed by an LEA within the last three hundred sixty-five (365) days.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2020-2021

SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: BMR Health

CONTRACTOR NPA ID NUMBER: 1A-01-205A

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	_____	_____
<u>Language and Speech (415)</u>	<u>78.79</u>	<u>HR</u>
<u>Language and Speech (415) - SLP-A (Credentialed)</u>	_____	_____
<u>Language and Speech (415) – Speech Therapy Assistant</u>	_____	_____
<u>Language and Speech (415) – Bilingual SLP</u>	<u>78.89</u>	<u>HR</u>
<u>Language and Speech (415) - Assessment</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Adapted Physical Education Assessment (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	_____	_____
<u>Health and Nursing: Other Services LVN (436)</u>	_____	_____
<u>Health and Nursing: Other Services RN (436)</u>	_____	_____
<u>Health and Nursing: Other Services CRN (436)</u>	_____	_____
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	_____	_____
<u>Assistive Technology Services – Credentialed (445)</u>	_____	_____
<u>Assistive Technology Services - Classified (445)</u>	_____	_____
<u>Assistive Technology Services Assessment (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Occupational Therapy (450) – Certified OT Assistant</u>	_____	_____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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Physical Therapy (460)		
Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Psychological Services Assessment (530)		
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)		

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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<u>Specialized Orthopedic Services Assessment (740)</u>	_____	_____
<u>Reader Services (745)</u>	_____	_____
<u>Note Taking Services (750)</u>	_____	_____
<u>Transcription Services (755)</u>	_____	_____
<u>Recreation Services, Including Therapeutic (760)</u>	_____	_____
<u>College Awareness Preparation (820)</u>	_____	_____
<u>Vocational Assessment, Counseling/Guidance Assessment (830)</u>	_____	_____
<u>Career Awareness (840)</u>	_____	_____
<u>Work Experience Education (850)</u>	_____	_____
<u>Job Coaching (855)</u>	_____	_____
<u>Mentoring (860)</u>	_____	_____
<u>Agency Linkages (referral and placement) (865)</u>	_____	_____
<u>Travel Training (870)</u>	_____	_____
<u>Other Transition Services (890)</u>	_____	_____
<u>Other (900) Music Therapy</u>	_____	_____
<u>Other (900) Vision Therapy</u>	_____	_____
<u>Transportation – Emergency</u>	_____	_____
<u>Bus Passes</u>	_____	_____
<u>Professional Development</u>	_____	_____

NOTES: _____

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2020-2021

SECTION 6: APPROVALS

CONTRACTOR

Nonpublic Agency

Authorized Representative Signature

DATE: _____

Jicky Thomas, Recruitment Manager

(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official

(Type) Name and Title

LEA Board Approval

DATE: _____

2020-2021

San Diego County Nonpublic Master Contract

Directions:

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.
- Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.

San Diego County Nonpublic Master Contract
Main Document

2020-2021

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APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

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2020-2021

**NONPUBLIC
MASTER CONTRACT**

This Master Contract is made and entered into

this 17th day of September, 2020 between the

2021, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

Educational Based Services
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

**San Diego County Nonpublic Master Contract
Main Document**

2020-2021

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 ninety (90) 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 ninety (90) 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

**San Diego County Nonpublic Master Contract
Main Document**

2020-2021

A current copy of the CONTRACTOR'S California Department of Education (CDE) Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from July 1, 20 20 to June 30, 20 21.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy and provide training on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, 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)

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- (6) Locked seclusion, except pursuant to EC 56521.2 (a) (6) (i) (4) (A)
- (7) Any intervention that precludes adequate supervision of the individual; and
- (8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

The CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

The CONTRACTOR shall report all incidents of discipline where there has been violation of EC 48900 or 48915 which results in in- or out-of-school suspension, expulsion, or other means of correction.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, the CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. LEA will schedule an IEP meeting or if appropriate, a manifestation determination IEP meeting when required and in accordance with California Education Code.

e. Behavioral Emergency Reports (EC 56521.1)

When a CONTRACTOR is serving students with significant behavioral needs or who are on behavioral intervention plans, the CONTRACTOR will comply with EC 56366.10(e).

- (1) Anytime an emergency intervention is used pursuant to EC 56521.1, CONTRACTOR must notify LEA, parent, guardian, and residential care provider, if appropriate, within one schoolday. A behavioral emergency report shall immediately be completed and maintained in the file of the individual with exceptional needs.
- (2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.
- (3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.
- (4) "Behavioral Emergency Report" data shall be collected by the CONTRACTOR and be submitted to LEA.
- (5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

f. Seclusion

Anytime seclusion, as defined in EC 49005.1(i), is used, the CONTRACTOR must notify the LEA consistent with other emergency interventions as outlined in Section 1.7(e) Behavior Emergency Reports.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.30(a)) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

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SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and the CONTRACTOR agree in writing to notice by regular USPS mail. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or the CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall be addressed to:

Marilyn Adrianzen, Chief Business Official
Name/Title

San Ysidro School District
Local Education Agency

4350 Otay Mesa Road
Address

<u>San Ysidro</u>	<u>CA</u>	<u>92173</u>
City	State	Zip

(619) 428-4476 x 3004
Phone

(619) 428-6473
Facsimile

marilyn.adrianzen@sysdschools.org
Email Address

Notices to the CONTRACTOR shall be addressed to:

Steve Benner, Special Education Coordinator
Name/Title

Educational Based Services
Nonpublic

200 Skiles Boulevard
Address

<u>West Chester</u>	<u>PA</u>	<u>19382</u>
City	State	Zip

(800) 578-7906 x 301
Phone

(800) 858-9526
Facsimile

Steve.Benner@ebsschools.com
Email Address

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2.2 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the LEA. Such approval shall not be unreasonably withheld. The LEA and the CONTRACTOR shall maintain a copy of the written approval.

2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by the CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within ninety (90) days, only as to matters arising out of this Master Contract for which the CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.4, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by the CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA), the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.1 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable State's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

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LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to the CONTRACTOR under this contract, and that LEA agrees to provide coverage to the CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.4 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.1 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

The CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least thirty (30) days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.6 TRANSPORTATION

Transportation to and from school, and the associated costs are the responsibility of the LEA unless otherwise agreed to in writing. LEA accepts full responsibility for pupil safety, and liability for accident, injury, or death, at all times pupil is on a LEA transportation vehicle.

In the event that the CONTRACTOR transports students to or from school due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and the LEA, the LEA shall reimburse the CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Appendix A: Section 4.1, Appendix B: Section 5.1) or a temporary rate agreed to by LEA and the CONTRACTOR.

The CONTRACTOR shall have in place a transportation safety plan that prescribes procedures for school personnel to follow to ensure safe transport of pupils. The safety plan shall specify, among other matters, that the CONTRACTOR shall provide each pupil being transported with adequate supervision during the transport and with instruction in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs. The CONTRACTOR has liability for accident, injury, or death, at all times pupil is in the CONTRACTOR's vehicle.

2.7 WAIVERS

The LEA and/or the CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. The CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by the Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

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2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. The LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. The CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with the LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with the LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify the CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.12 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.1) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

The CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to due process and the rights of students and parents.

The CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations (CCR) section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the CCR section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA).

2.14 VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to EC 56366.4(a).

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2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by the CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of twenty (20) days written notice pursuant to the provisions of Section 2.1 (Notices) of this contract. Upon termination, the LEA shall pay within forty-five (45) days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Appendix A Section 4.1, Appendix B Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. The CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to the CONTRACTOR in the plan for transition services (per EC 56445 and EC 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three (3) and five (5) years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, the CONTRACTOR's staff, and LEA's staff.

The LEA shall oversee and evaluate the pupil's progress through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the CONTRACTOR or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the CONTRACTOR shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met with the CONTRACTOR, whether changes to the pupil's IEP are necessary, and whether the pupil may be

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transitioned to a less restrictive setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance may be appropriate to support transition to a public school program.

2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to, or as a condition of, a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

2.19 TRANSITION TO A LEAST RESTRICTIVE ENVIRONMENT

The CONTRACTOR & the LEA shall support least restrictive environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be educated with nondisabled peers to the maximum extent appropriate.

The CONTRACTOR & the LEA shall address LRE placement options for students at all IEP team meetings, including whether the students may be transitioned to a public school setting.

When an IEP team has determined that a student should be transitioned into the public school setting, the CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that the CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area (SELPA), or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

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2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in the CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

2.24 DATA REPORTING

The CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates, discipline, restraints and seclusion.

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the CDE has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

When behavior intervention services are provided by the CONTRACTOR, the CONTRACTOR shall train staff in implementing the Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP. This training shall comply with the requirements in ED 56366.1(4)(A-C) and 56366.10(f).

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, the CONTRACTOR will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

The CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

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3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel, who are required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA case manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within forty-eight (48) hours.

tThe CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between the pupil's parents and the LEA regarding any injuries resulting from physical restraint.

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. Effective date of the invoice shall be the confirmed date of receipt by the LEA, either electronically or by USPS. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.1 (Notices) of this contract. All education related mental health services will be billed by the CONTRACTOR in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.1 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the Individual Services Agreement (ISA) for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A

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for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to the CONTRACTOR within ten (10) working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR. If the CONTRACTOR agrees to accept credit card payments, and LEA chooses to pay invoices by credit card, the LEA agrees to add the CONTRACTOR'S credit card processing fee to the invoice balance of the credit card payment. Credit card payments will be assumed to have been made on the date the payment posts to the CONTRACTOR'S bank account for late payment and interest calculation purposes.

d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

"If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for ninety (90) days during which time the contract shall be consummated."

Ed Code 56366.9 c (1) above states "this provision shall be allowed for ninety (90) days during which time the contract shall be consummated", however this group has agreed to one hundred eighty (180) days.

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within ninety (90) days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the LEA/SELPA for reimbursement submissions to Medi-Cal. The CONTRACTOR will not submit any claims in the LEA Billing Option program and the LEA has the right to submit claims for reimbursement.

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within five (5) days; or (D) the CONTRACTOR fails to notify the LEA within five (5) days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify the CONTRACTOR in writing within ten (10) working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.1 (Notices) of this contract. If no notice of withholding is provided to the CONTRACTOR within ten (10) working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant

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to Section 2.1 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen (14) days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Appendix A: Section 4.1 (Rate Schedule for Contract Year), Appendix B: Section 5.1 (Rate Schedule for Contract Year) of this contract. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until the CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five (5) years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of special education accountability is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within twenty (20) days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations. The CONTRACTOR shall maintain written policies concerning operations that are consistent with law, regulations, safety, and good practice. These policies, in whole or in part, shall be made available to LEA upon written request. The CONTRACTOR shall include LEAs in distribution of communication to families which references significant changes to school policies or procedures.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or state or federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty (30) days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by the LEA for such payment shall be made pursuant to the notice provisions of Section 2.1 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

LEA and/or SELPA representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

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SECTION 5: SIGNATURES

This Nonpublic Master Contract 2020-2021, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on July 1, 2020 and terminates at 5:00 p.m. on June 30, 2021 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Authorized Representative Signature

DATE: _____

Steve.Benner@ebsschools.com
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: _____

2020-2021 Nonpublic Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 2.1 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

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1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Agreement shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, The CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a pupil's absences exceed more than ten days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the student is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the district of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to determine another appropriate placement option for the student.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the child's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

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SECTION 4: CONFLICT OF INTEREST

All recommendations for service by the CONTRACTOR are the decisions of the IEP team.

To the extent required by EC section 56366.3, the CONTRACTOR shall not provide special education and related services, administration, or supervision by an individual who is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days, except if the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten (10) months of the school year by the district, special education local plan area, or county office. For purposes of this section the special education local plan area shall be the special education local plan area of which the LEA is a member and the county office shall refer to the San Diego County Office of Education.

In terms of determining whether an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or whether the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office, the information provided to the CONTRACTOR by the individual in his or her application for employment, resume, or other paperwork, shall be conclusive evidence on this issue for purposes of determining compliance (if required) with EC section 56366.3. No payment shall be withheld or reimbursement demanded from the CONTRACTOR if the individual failed to disclose on his or her application, resume, or paperwork, submitted to the CONTRACTOR that he or she is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or misstates the reason for separation. However, if the LEA subsequently provides the CONTRACTOR written notice (pursuant to Section 2.1 of this contract) that an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days (and was not involuntarily terminated or laid off as part of necessary staff reductions) the CONTRACTOR shall have five school days from receipt of the written notice to investigate the matter and to determine the accurate facts and whether the individual should be terminated. The CONTRACTOR shall not be subject to any payment withholding or reimbursement demands ("penalties") for the time period prior to receiving the written notice or for the five school days after such written notice is received.

The CONTRACTOR shall be subject to penalties required by EC section 56366.3, commencing the sixth school day after such notice is provided only if both of the following conditions occur: 1) if it is determined that the individual was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days and was not involuntarily terminated or laid off as part of necessary staff reductions and 2) if the individual was not terminated prior to the sixth school day after receiving written notice from the LEA, special education local plan, or county office, or did not otherwise stop providing special education and related services, administration or supervision on behalf of the CONTRACTOR. If the CONTRACTOR is subject to penalties, the time period for which penalties may be assessed, if required by EC section 56366.3, shall not be retroactive but shall only commence on the sixth school day after the CONTRACTOR received written notice from the LEA as specified in this paragraph. The penalty, if imposed, shall only apply to the salary of the person who was previously employed by an LEA within the last three hundred sixty-five (365) days.

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SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: Educational Based Services

CONTRACTOR NPA ID NUMBER: 2A-PA-001

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u> </u>	<u> </u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u> </u>	<u> </u>
<u>Language and Speech (415)</u>	<u>76.00</u>	<u>hr</u>
<u>Language and Speech (415) - SLP-A (Credentialed)</u>	<u>60.00</u>	<u>hr</u>
<u>Language and Speech (415) – Speech Therapy Assistant</u>	<u> </u>	<u> </u>
<u>Language and Speech (415) – Bilingual SLP</u>	<u>78.80</u>	<u>hr</u>
<u>Language and Speech (415) - Assessment</u>	<u> </u>	<u> </u>
<u>Adapted Physical Education (425)</u>	<u> </u>	<u> </u>
<u>Adapted Physical Education Assessment (425)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Other Services RN (436)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u> </u>	<u> </u>
<u>Assistive Technology Services – Credentialed (445)</u>	<u> </u>	<u> </u>
<u>Assistive Technology Services - Classified (445)</u>	<u> </u>	<u> </u>
<u>Assistive Technology Services Assessment (445)</u>	<u> </u>	<u> </u>
<u>Occupational Therapy (450)</u>	<u> </u>	<u> </u>
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Physical Therapy PT Assistant (460)		
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Social Work Services (525)		
Psychological Services (530)		
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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)		

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<u>Note Taking Services (750)</u>	_____	_____
<u>Transcription Services (755)</u>	_____	_____
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<u>Vocational Assessment, Counseling/Guidance Assessment (830)</u>	_____	_____
<u>Career Awareness (840)</u>	_____	_____
<u>Work Experience Education (850)</u>	_____	_____
<u>Job Coaching (855)</u>	_____	_____
<u>Mentoring (860)</u>	_____	_____
<u>Agency Linkages (referral and placement) (865)</u>	_____	_____
<u>Travel Training (870)</u>	_____	_____
<u>Other Transition Services (890)</u>	_____	_____
<u>Other (900) Music Therapy</u>	_____	_____
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<u>Transportation – Emergency</u>	_____	_____
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NOTES: _____

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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SECTION 6: APPROVALS

CONTRACTOR

Nonpublic Agency

Authorized Representative Signature

DATE: _____

Steve Benner, Special Education Coordinator
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: _____

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San Diego County Nonpublic Master Contract

Directions:

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.
- Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.

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Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

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NONPUBLIC
MASTER CONTRACT

This Master Contract is made and entered into

this 17th day of September, 2020 between the

San Ysidro School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

Maxim Staffing Solutions
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

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SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and the CONTRACTOR. It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of ninety (90) 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 ninety (90) 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

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A current copy of the CONTRACTOR'S California Department of Education (CDE) Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from July 1, 20 20 to June 30, 20 21.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy and provide training on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, 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)

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- (6) Locked seclusion, except pursuant to EC 56521.2 (a) (6) (i) (4) (A)
- (7) Any intervention that precludes adequate supervision of the individual; and
- (8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

The CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

The CONTRACTOR shall report all incidents of discipline where there has been violation of EC 48900 or 48915 which results in in- or out-of-school suspension, expulsion, or other means of correction.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, the CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. LEA will schedule an IEP meeting or if appropriate, a manifestation determination IEP meeting when required and in accordance with California Education Code.

e. Behavioral Emergency Reports (EC 56521.1)

When a CONTRACTOR is serving students with significant behavioral needs or who are on behavioral intervention plans, the CONTRACTOR will comply with EC 56366.10(e).

(1) Anytime an emergency intervention is used pursuant to EC 56521.1, CONTRACTOR must notify LEA, parent, guardian, and residential care provider, if appropriate, within one schoolday. A behavioral emergency report shall immediately be completed and maintained in the file of the individual with exceptional needs.

(2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.

(3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.

(4) "Behavioral Emergency Report" data shall be collected by the CONTRACTOR and be submitted to LEA.

(5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

f. Seclusion

Anytime seclusion, as defined in EC 49005.1(i), is used, the CONTRACTOR must notify the LEA consistent with other emergency interventions as outlined in Section 1.7(e) Behavior Emergency Reports.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.30(a)) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

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SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and the CONTRACTOR agree in writing to notice by regular USPS mail. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or the CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall be addressed to:

Marilyn Adrianzen, Chief Business Official
Name/Title

San Ysidro School District
Local Education Agency

4350 Otay Mesa Rd
Address

<u>San Ysidro</u>	<u>CA</u>	<u>92173</u>
City	State	Zip

(619) 428-4476 x 3004
Phone

(619) 428-6473
Facsimile

marilyn.adrianzen@syzdschools.org
Email Address

Notices to the CONTRACTOR shall be addressed to:

Brandan McGee, Assistant Controller
Name/Title

Maxim Staffing Solutions
Nonpublic

5030 Camino De La Siesta, Ste. 405
Address

<u>San Diego</u>	<u>CA</u>	<u>92108</u>
City	State	Zip

(619) 209-3696
Phone

(877) 839-6764
Facsimile

Email Address

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2.2 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the LEA. Such approval shall not be unreasonably withheld. The LEA and the CONTRACTOR shall maintain a copy of the written approval.

2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by the CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within ninety (90) days, only as to matters arising out of this Master Contract for which the CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.4, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by the CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA), the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.1 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable State's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

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LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to the CONTRACTOR under this contract, and that LEA agrees to provide coverage to the CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.4 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.1 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

The CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least thirty (30) days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.6 TRANSPORTATION

Transportation to and from school, and the associated costs are the responsibility of the LEA unless otherwise agreed to in writing. LEA accepts full responsibility for pupil safety, and liability for accident, injury, or death, at all times pupil is on a LEA transportation vehicle.

In the event that the CONTRACTOR transports students to or from school due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and the LEA, the LEA shall reimburse the CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Appendix A: Section 4.1, Appendix B: Section 5.1) or a temporary rate agreed to by LEA and the CONTRACTOR.

The CONTRACTOR shall have in place a transportation safety plan that prescribes procedures for school personnel to follow to ensure safe transport of pupils. The safety plan shall specify, among other matters, that the CONTRACTOR shall provide each pupil being transported with adequate supervision during the transport and with instruction in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs. The CONTRACTOR has liability for accident, injury, or death, at all times pupil is in the CONTRACTOR's vehicle.

2.7 WAIVERS

The LEA and/or the CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. The CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by the Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

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2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. The LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. The CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with the LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with the LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify the CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.12 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.1) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

The CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to due process and the rights of students and parents.

The CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations (CCR) section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the CCR section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA).

2.14 VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to EC 56366.4(a).

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2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by the CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of twenty (20) days written notice pursuant to the provisions of Section 2.1 (Notices) of this contract. Upon termination, the LEA shall pay within forty-five (45) days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Appendix A Section 4.1, Appendix B Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. The CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to the CONTRACTOR in the plan for transition services (per EC 56445 and EC 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three (3) and five (5) years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, the CONTRACTOR's staff, and LEA's staff.

The LEA shall oversee and evaluate the pupil's progress through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the CONTRACTOR or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the CONTRACTOR shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met with the CONTRACTOR, whether changes to the pupil's IEP are necessary, and whether the pupil may be

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transitioned to a less restrictive setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance may be appropriate to support transition to a public school program.

2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to, or as a condition of, a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

2.19 TRANSITION TO A LEAST RESTRICTIVE ENVIRONMENT

The CONTRACTOR & the LEA shall support least restrictive environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be educated with nondisabled peers to the maximum extent appropriate.

The CONTRACTOR & the LEA shall address LRE placement options for students at all IEP team meetings, including whether the students may be transitioned to a public school setting.

When an IEP team has determined that a student should be transitioned into the public school setting, the CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that the CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area (SELPA), or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

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2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in the CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

2.24 DATA REPORTING

The CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates, discipline, restraints and seclusion.

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the CDE has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

When behavior intervention services are provided by the CONTRACTOR, the CONTRACTOR shall train staff in implementing the Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP. This training shall comply with the requirements in ED 56366.1(4)(A-C) and 56366.10(f).

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, the CONTRACTOR will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

The CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

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3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel, who are required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA case manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within forty-eight (48) hours.

tThe CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between the pupil's parents and the LEA regarding any injuries resulting from physical restraint.

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. Effective date of the invoice shall be the confirmed date of receipt by the LEA, either electronically or by USPS. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.1 (Notices) of this contract. All education related mental health services will be billed by the CONTRACTOR in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.1 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the Individual Services Agreement (ISA) for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A

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for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to the CONTRACTOR within ten (10) working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR. If the CONTRACTOR agrees to accept credit card payments, and LEA chooses to pay invoices by credit card, the LEA agrees to add the CONTRACTOR'S credit card processing fee to the invoice balance of the credit card payment. Credit card payments will be assumed to have been made on the date the payment posts to the CONTRACTOR'S bank account for late payment and interest calculation purposes.

d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

"If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for ninety (90) days during which time the contract shall be consummated."

Ed Code 56366.9 c (1) above states "this provision shall be allowed for ninety (90) days during which time the contract shall be consummated", however this group has agreed to one hundred eighty (180) days.

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within ninety (90) days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the LEA/SELPA for reimbursement submissions to Medi-Cal. The CONTRACTOR will not submit any claims in the LEA Billing Option program and the LEA has the right to submit claims for reimbursement.

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within five (5) days; or (D) the CONTRACTOR fails to notify the LEA within five (5) days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify the CONTRACTOR in writing within ten (10) working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.1 (Notices) of this contract. If no notice of withholding is provided to the CONTRACTOR within ten (10) working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant

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to Section 2.1 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen (14) days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Appendix A: Section 4.1 (Rate Schedule for Contract Year), Appendix B: Section 5.1 (Rate Schedule for Contract Year) of this contract. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until the CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five (5) years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of special education accountability is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within twenty (20) days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations. The CONTRACTOR shall maintain written policies concerning operations that are consistent with law, regulations, safety, and good practice. These policies, in whole or in part, shall be made available to LEA upon written request. The CONTRACTOR shall include LEAs in distribution of communication to families which references significant changes to school policies or procedures.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or state or federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty (30) days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by the LEA for such payment shall be made pursuant to the notice provisions of Section 2.1 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

LEA and/or SELPA representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

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SECTION 5: SIGNATURES

This Nonpublic Master Contract 2020-2021, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on July 1, 2020 and terminates at 5:00 p.m. on June 30, 2021 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Authorized Representative Signature

DATE: _____

Brandan McGee, Assistant Controller
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: _____

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Appendix B: Agencies

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NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 2.1 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

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1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Agreement shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, The CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a pupil's absences exceed more than ten days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the student is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the district of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to determine another appropriate placement option for the student.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the child's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

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SECTION 4: CONFLICT OF INTEREST

All recommendations for service by the CONTRACTOR are the decisions of the IEP team.

To the extent required by EC section 56366.3, the CONTRACTOR shall not provide special education and related services, administration, or supervision by an individual who is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days, except if the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten (10) months of the school year by the district, special education local plan area, or county office. For purposes of this section the special education local plan area shall be the special education local plan area of which the LEA is a member and the county office shall refer to the San Diego County Office of Education.

In terms of determining whether an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or whether the individual was involuntarily terminated or laid off as part of necessary staff reductions from the contracting district, special education local plan area, or county office, the information provided to the CONTRACTOR by the individual in his or her application for employment, resume, or other paperwork, shall be conclusive evidence on this issue for purposes of determining compliance (if required) with EC section 56366.3. No payment shall be withheld or reimbursement demanded from the CONTRACTOR if the individual failed to disclose on his or her application, resume, or paperwork, submitted to the CONTRACTOR that he or she is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days or misstates the reason for separation. However, if the LEA subsequently provides the CONTRACTOR written notice (pursuant to Section 2.1 of this contract) that an individual who provides special education and related services, administration, or supervision, is or was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days (and was not involuntarily terminated or laid off as part of necessary staff reductions) the CONTRACTOR shall have five school days from receipt of the written notice to investigate the matter and to determine the accurate facts and whether the individual should be terminated. The CONTRACTOR shall not be subject to any payment withholding or reimbursement demands ("penalties") for the time period prior to receiving the written notice or for the five school days after such written notice is received.

The CONTRACTOR shall be subject to penalties required by EC section 56366.3, commencing the sixth school day after such notice is provided only if both of the following conditions occur: 1) if it is determined that the individual was an employee of a contracting district, special education local plan area, or county office within the last three hundred sixty-five (365) days and was not involuntarily terminated or laid off as part of necessary staff reductions and 2) if the individual was not terminated prior to the sixth school day after receiving written notice from the LEA, special education local plan, or county office, or did not otherwise stop providing special education and related services, administration or supervision on behalf of the CONTRACTOR. If the CONTRACTOR is subject to penalties, the time period for which penalties may be assessed, if required by EC section 56366.3, shall not be retroactive but shall only commence on the sixth school day after the CONTRACTOR received written notice from the LEA as specified in this paragraph. The penalty, if imposed, shall only apply to the salary of the person who was previously employed by an LEA within the last three hundred sixty-five (365) days.

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SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: Maxim Staffing Solutions

CONTRACTOR NPA ID NUMBER: 1A-19-210

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u> </u>	<u> </u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u> </u>	<u> </u>
<u>Language and Speech (415)</u>	<u> </u>	<u> </u>
<u>Language and Speech (415) - SLP-A (Credentialed)</u>	<u> </u>	<u> </u>
<u>Language and Speech (415) – Speech Therapy Assistant</u>	<u> </u>	<u> </u>
<u>Language and Speech (415) – Bilingual SLP</u>	<u>78.80</u>	<u>hr</u>
<u>Language and Speech (415) - Assessment</u>	<u>58.00</u>	<u>hr</u>
<u>Adapted Physical Education (425)</u>	<u> </u>	<u> </u>
<u>Adapted Physical Education Assessment (425)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u>39.43</u>	<u>hr</u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u>39.43</u>	<u>hr</u>
<u>Health and Nursing: Other Services RN (436)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u>27.32</u>	<u>hr</u>
<u>Assistive Technology Services – Credentialed (445)</u>	<u> </u>	<u> </u>
<u>Assistive Technology Services - Classified (445)</u>	<u> </u>	<u> </u>
<u>Assistive Technology Services Assessment (445)</u>	<u> </u>	<u> </u>
<u>Occupational Therapy (450)</u>	<u> </u>	<u> </u>
<u>Occupational Therapy (450) – Certified OT Assistant</u>	<u> </u>	<u> </u>

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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)	55.00	hr
Psychological Services (530)	79.92	hr
Psychological Services Assessment (530)	85.00	hr
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)		

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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.

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APPENDIX B: AGENCIES
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SECTION 6: APPROVALS

CONTRACTOR

Nonpublic Agency

Authorized Representative Signature

DATE: _____

Brandan McGee, Assistant Controller
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACTS WITH
VARIOUS NONPUBLIC SCHOOLS FOR 2020-2021 SCHOOL YEAR

BACKGROUND INFORMATION:

California's nonpublic schools (NPS) are specialized schools that provide services to public school students with disabilities. EC Section 56034 defines a nonpublic, nonsectarian school (nonreligious) as a private, nonsectarian school that enrolls individuals with exceptional needs pursuant to an individualized education program. The tuition of a student in an NPS is paid by the public LEA that places the student in the NPS based on the student's individual needs. Unlike other private schools, each NPS is certified by the CDE.

In order to be in compliance with State and Federal Regulations, administration requests approval of the following nonpublic schools for 2020-2021.

Nonpublic School	Annual Estimated Cost up to
Asetline School	46,471.96
The Institute for Effective Ed.	91,000.00
San Diego Center for Children	75,394.20
Grand Total	\$212,866.16

RECOMMENDATION:

Approve/Ratify the San Diego County Nonpublic Master Contracts of the above-mentioned schools to provide specialized services for school year 2020-2021 at an estimated cost up to \$212,866.16 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 1, Item 1.21: Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc...) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

\$212,866.16
(Amount)

Special Education
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

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Nonpublic

Master Contract

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

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APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

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LEA: San Ysidro School District

Nonpublic: Aseltine School

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**NONPUBLIC
MASTER CONTRACT**

This Master Contract is made and entered into

this 17th day of September, 2020 between the

San Ysidro School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

Aseltine School
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

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SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board)). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and the CONTRACTOR. It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of ninety (90) 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 ninety (90) 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

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A current copy of the CONTRACTOR'S California Department of Education (CDE) Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from July 1, 20 20 to June 30, 20 21.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy and provide training on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, 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)

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- (6) Locked seclusion, except pursuant to EC 56521.2 (a) (6) (i) (4) (A)
- (7) Any intervention that precludes adequate supervision of the individual; and
- (8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

The CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

The CONTRACTOR shall report all incidents of discipline where there has been violation of EC 48900 or 48915 which results in in- or out-of-school suspension, expulsion, or other means of correction.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, the CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. LEA will schedule an IEP meeting or if appropriate, a manifestation determination IEP meeting when required and in accordance with California Education Code.-

e. Behavioral Emergency Reports (EC 56521.1)

When a CONTRACTOR is serving students with significant behavioral needs or who are on behavioral intervention plans, the CONTRACTOR will comply with EC 56366.10(e).

- (1) Anytime an emergency intervention is used pursuant to EC 56521.1, CONTRACTOR must notify LEA, parent, guardian, and residential care provider, if appropriate, within one schoolday. A behavioral emergency report shall immediately be completed and maintained in the file of the individual with exceptional needs.
- (2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.
- (3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.
- (4) "Behavioral Emergency Report" data shall be collected by the CONTRACTOR and be submitted to LEA.
- (5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

f. Seclusion

Anytime seclusion, as defined in EC 49005.1(i), is used, the CONTRACTOR must notify the LEA consistent with other emergency interventions as outlined in Section 1.7(e) Behavior Emergency Reports.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.30(a)) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

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SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and the CONTRACTOR agree in writing to notice by regular USPS mail. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or the CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall be addressed to:

Marilyn Adrianzen, Chief Business Official
Name/Title

San Ysidro School District
Local Education Agency

4350 Otay Mesa Road
Address

San Ysidro CA 92173
City State Zip

(619) 428-4476
Phone

(619) 428-6473
Facsimile

marilyn.adrianzen@sysdschools.org
Email Address

Notices to the CONTRACTOR shall be addressed to:

Florida May Padilla, Executive Director
Name/Title

Aseltine School
Nonpublic

4027 Normal St
Address

San Diego CA 92103
City State Zip

(619) 296-2135
Phone

(619) 296-3013
Facsimile

chancock@aseltine.org
Email Address

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2.2 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the LEA. Such approval shall not be unreasonably withheld. The LEA and the CONTRACTOR shall maintain a copy of the written approval.

2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by the CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within ninety (90) days, only as to matters arising out of this Master Contract for which the CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.4, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by the CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA), the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.1 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable State's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

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LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to the CONTRACTOR under this contract, and that LEA agrees to provide coverage to the CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.4 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.1 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

The CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least thirty (30) days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.6 TRANSPORTATION

Transportation to and from school, and the associated costs are the responsibility of the LEA unless otherwise agreed to in writing. LEA accepts full responsibility for pupil safety, and liability for accident, injury, or death, at all times pupil is on a LEA transportation vehicle.

In the event that the CONTRACTOR transports students to or from school due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and the LEA, the LEA shall reimburse the CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Appendix A: Section 4.1, Appendix B: Section 5.1) or a temporary rate agreed to by LEA and the CONTRACTOR.

The CONTRACTOR shall have in place a transportation safety plan that prescribes procedures for school personnel to follow to ensure safe transport of pupils. The safety plan shall specify, among other matters, that the CONTRACTOR shall provide each pupil being transported with adequate supervision during the transport and with instruction in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs. The CONTRACTOR has liability for accident, injury, or death, at all times pupil is in the CONTRACTOR's vehicle.

2.7 WAIVERS

The LEA and/or the CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. The CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by the Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

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2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. The LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. The CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with the LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with the LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify the CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.12 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.1) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

The CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to due process and the rights of students and parents.

The CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations (CCR) section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the CCR section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA).

2.14 VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to EC 56366.4(a).

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2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by the CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of twenty (20) days written notice pursuant to the provisions of Section 2.1 (Notices) of this contract. Upon termination, the LEA shall pay within forty-five (45) days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Appendix A Section 4.1, Appendix B Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. The CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to the CONTRACTOR in the plan for transition services (per EC 56445 and EC 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three (3) and five (5) years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child'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

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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.

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2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in the CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

2.24 DATA REPORTING

The CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates, discipline, restraints and seclusion.

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the CDE has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

When behavior intervention services are provided by the CONTRACTOR, the CONTRACTOR shall train staff in implementing the Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP. This training shall comply with the requirements in ED 56366.1(4)(A-C) and 56366.10(f).

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, the CONTRACTOR will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

The CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

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3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel, who are required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA case manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within forty-eight (48) hours.

The CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between the pupil's parents and the LEA regarding any injuries resulting from physical restraint.

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. Effective date of the invoice shall be the confirmed date of receipt by the LEA, either electronically or by USPS. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.1 (Notices) of this contract. All education related mental health services will be billed by the CONTRACTOR in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.1 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the Individual Services Agreement (ISA) for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA

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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

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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 children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five (5) years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of special education accountability is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within twenty (20) days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations. The CONTRACTOR shall maintain written policies concerning operations that are consistent with law, regulations, safety, and good practice. These policies, in whole or in part, shall be made available to LEA upon written request. The CONTRACTOR shall include LEAs in distribution of communication to families which references significant changes to school policies or procedures.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or state or federal audit agencies occurring as a result of the CONTRACTOR'S performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty (30) days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR'S failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by the LEA for such payment shall be made pursuant to the notice provisions of Section 2.1 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

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LEA and/or SELPA representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

SECTION 5: SIGNATURES

This Nonpublic Master Contract 2020-2021, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on July 1, 2020 and terminates at 5:00 p.m. on June 30, 2021 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Authorized Representative Signature

DATE: _____

Florida May Padilla, Executive Director
(Type) Name and Title

LEA
Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: _____

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Appendix A: Schools

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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NONPUBLIC MASTER CONTRACT
Appendix A: Schools

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school shall provide documentation to the LEA that the LCI does not require as a condition of residential placement in the LCI, either of the following: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP and immunization records. The LEA shall facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering the CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within ten (10) working days based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

2.2 GENERAL PROGRAM OF INSTRUCTION

The CONTRACTOR'S educational materials, services, and programs will be consistent with the pupil's individualized education program in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The CONTRACTOR offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials used by any local education agency that contracts with the CONTRACTOR.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

An individual with exceptional needs, as defined in Section 56206, shall not participate in independent study, as defined by EC 71745 (c), unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation.

For A-G course credits, only University of California A-G approved courses will be accepted by contracting LEAs.

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a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

For Foster Youth, defined pursuant to California Education Code section 42238.01(b), the LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second (2nd) year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A student who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds one hundred eighty (180) billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide specialized academic instruction and related services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

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2.6 PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

2.7 ASSESSMENTS

a. State Mandated Testing

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period. By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. The LEA and the CONTRACTOR shall collaborate to minimize the disruption to the educational programs for students caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

When a classroom teacher is absent, The CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

2.9 MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction (SSPI) shall conduct a validation review of the nonpublic school prior to an initial conditional certification. An on-site review shall be conducted within ninety (90) days of the initial conditional certification and student enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of students placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. The CONTRACTOR will participate in the review via the San Diego County Nonpublic Quality Review process consistent with EC 56366.1(3)(B). The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

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The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty (50) or more pupils or more than one (1) classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before, during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a year-to-date cumulative total of absences and tardies thirty (30) minutes or more per day. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices to the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR that are not a part of the inclusive rate as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Absences

If a pupil's absences exceed more than ten (10) days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

The CONTRACTOR shall notify the LEA when a pupil reaches three (3) absences, and every subsequent absence. Failure by the CONTRACTOR to notify the LEA case manager within five (5) days after the tenth (10th) consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth (10th) day of absence.

b. Change of Pupil's District of Residence

Within five (5) days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and such notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

c. Parent Withdrawal of Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is disenrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

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d. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRACTOR's annual calendar. Make-up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for make-up days shall be monthly and shall accompany the CONTRACTOR's regular monthly invoice. The CONTRACTOR shall prepare a Register of Daily Attendance for make-up days during the month showing all students who were in attendance. Total amount billed for make-up days during the month will be shown as a separate line on the CONTRACTOR's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to the CONTRACTOR's invoicing, shall apply to the make-up day invoice.

e. Medication

The CONTRACTOR shall comply with the requirements of California Education Code Section 49423 when the CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. The CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to the CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting the CONTRACTOR permission to administer medication(s) as specified in the physician's statement. The CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. The CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of the CONTRACTOR's employee who administered the medication. The CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule, must be authorized by both a licensed physician and parent.

f. Medical

LEA shall notify the CONTRACTOR within twenty-four (24) hours when LEA removes a pupil due to medical reasons.

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SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Aseltine School
 The CONTRACTOR NPS ID NUMBER: 37 68338 6975270

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:10

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) Inclusive Education Program
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: \$218.02

2) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD/HR/DAI</u>
<u>Intensive Individual Services (340)</u>	<u>#21.00</u>	<u>hr</u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Adapted Physical Education Assessment (425)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services RN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u></u>	<u></u>
<u>Assistive Technology Services - Credentialed (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services – Classified (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services Assessment (445)</u>	<u></u>	<u></u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2020-2021

Physical Therapy (460)		
Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)		
Counseling and Guidance (515)	Inclusive	per IEP
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Psychological Services Assessment (530)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2020-2021

Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)	Inclusive	per IEP
Vocational Assessment, Counseling/Guidance Assessment (830)	Inclusive	per IEP
Career Awareness (840)	Inclusive	per IEP
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency	\$30/\$40	1 way trip
Bus Passes		

NOTES: "Individual Counseling (510) - is not inclusive to the daily rate offered. Ed. related mental health services are to be provided by the LEA. Counseling and Guidance (515) is inclusive to the daily rate and may be provided in group and/or individual sessions per IEP. Other (900) - EMERGENCY AND DUAL ENROLLMENT TRANSPORTATION (LESS THAN 25 MILES PER ONE-WAY TRIP) = \$30.00 Other (900) - EMERGENCY AND DUAL ENROLLMENT TRANSPORTATION (MORE THAN 25 MILES PER ONE-WAY TRIP) = \$40.00 Other (900) - COMPASS

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.
List late pick up fees in the notes section of the rate sheet.

San Diego County Nonpublic Master Contract
Appendix A: Schools
2019-2020

SECTION 5: APPROVALS

CONTRACTOR

Nonpublic School

Authorized Representative Signature

DATE: _____

Florida May Padilla, Excutive Director
(Type) Name and Title

LEA
Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: _____

**San Diego County Nonpublic Master Contract
(For Use With APPENDIX A: SCHOOLS)**

2020-2021

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),
the Local Education Agency (LEA) San Ysidro School District
provides to the CONTRACTOR Aseltine School
interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services
identified in the most recent IEP/IFSP of Jacob Ojeda,
(Student Name)
at the rates set forth in Appendix A: Schools: Section 4.1 of the Master Contract for the 20 20 - 20 21 Contract Year.
Anticipated Student Start Date: July 1, 2020.

This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this one hundred eighty (180) day period, the LEA or 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.

This interim written approval does not require the CONTRACTOR to provide services for one hundred eighty (180) days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within thirty (30) days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

Signature _____
Date

Marilyn Adrianzen, Chief Business Official
Name/Title

Agreed to by the CONTRACTOR:

Signature _____
Date

Florida May Padilla, Excutive Director
Name/Title

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX B: AGENCIES)

2020-2021

This agreement is effective on July 1, 2020 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA) San Ysidro School District Nonpublic Agency Aseltine School

LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476

Pupil Name Ojeda Jacob Sex: M F Grade: 6th
 (Last) (First) (M.I.)

Address 325 Mesa Ave City San Ysidro State/Zip CA 92173

DOB 10/08/2008 Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian Monica Centeno Phone (619) 717-4722 (858) 499-9189
 (Residence) (Business)

Address _____ City _____ State/Zip _____
 (If different from student)

AGREEMENT TERMS:

A. DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Intensive Individual Services (340)		X		RSY: 7 hrs/hr ESY: 5 hrs/day	\$21.00		RSY: \$26,460.00 ESY: \$3,150.00
Individual and Small Group Instruction (Ages 3-5 only) (350)							
Language and Speech (415)					INCLUDED		INCLUDED
Language and Speech – SLP-A (Credentialed) (415)							
Language and Speech – Speech Therapy Assistant (415)							
Language and Speech – Bilingual SLP (415)							
Language and Speech – Assessment (415)							
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX B: AGENCIES)

2020-2021

Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)					INCLUDED		INCLUDED
Occupational Therapy – Certified OT Assistant (450)							
Occupational Therapy – Assessment (450)							
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - PT Assessment (460)							
Individual Counseling (510)	X			per IEP			
Counseling and Guidance (515)		X		per IEP	INCLUDED		INCLUDED
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)	X			per IEP			
Behavior Intervention Services (535)							
Behavior Intervention Services - Supervision (535)		X			INCLUDED		INCLUDED
Behavior Intervention Services – Other Provider (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX B: AGENCIES)

2020-2021

Interpreter Services – Shift Differential (715)						
Audiological Services (720)						
Audiological Services Assessment (720)						
Specialized Vision Services (725)						
Specialized Vision Services Assessment (725)						
Orientation and Mobility (730)						
Orientation and Mobility Assessment (730)						
Braille Transcription (735)						
Specialized Orthopedic Service (740)						
Specialized Orthopedic Service Assessment (740)						
Reader Services (745)						
Note Taking Services (750)						
Transcription Services (755)						
Recreation Services, Including Therapeutic (760)						
College Awareness Preparation (820)		X		per IEP	INCLUDED	INCLUDED
Vocational Assessment, Counseling, Guidance and Career Assessment (830)		X		per IEP	INCLUDED	INCLUDED
Career Awareness (840)		X		per IEP	INCLUDED	INCLUDED
Work Experience Education (850)						
Job Coaching (855)						
Mentoring (860)						
Agency Linkages (referral and placement) (865)						
Travel Training (870)						
Other Transition Services (890)						

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX B: AGENCIES)

2020-2021

Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency							
Bus Passes		X		as needed	\$30/40 per 1 way trip	as needed	
Professional Development							

ESTIMATED MAXIMUM RELATED SERVICES COST (A)\$ \$29,610.00

1. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature) _____
(Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR- -DISTRICT-

Aseltine School San Ysidro School District
(Name of Nonpublic Agency) (Name of School District)

(Signature) (Date) (Signature) (Date)

Florida May Padilla, Executive Director Marilyn Adrianzen, Chief Business Official
(Name and Title) (Name of Superintendent or Authorized Designee)

2020-2021

San Diego County Nonpublic Master Contract

Directions:

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.
- Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.

San Diego County Nonpublic Master Contract
Main Document

2020-2021

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APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

San Diego County Nonpublic Master Contract
Main Document

2020-2021

LEA: San Ysidro School District

Nonpublic: The Institute for Effective Education

2020-2021
Nonpublic
Master Contract

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**San Diego County Nonpublic Master Contract
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2020-2021

NONPUBLIC
MASTER CONTRACT

This Master Contract is made and entered into

this 17th day of September, 2020 between the

San Ysidro School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

The Institute for Effective Education
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

San Diego County Nonpublic Master Contract Main Document

2020-2021

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 ninety (90) 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 ninety (90) 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

**San Diego County Nonpublic Master Contract
Main Document**

2020-2021

A current copy of the CONTRACTOR'S California Department of Education (CDE) Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from July 1, 20 20 to June 30, 20 21.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy and provide training on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, 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)

**San Diego County Nonpublic Master Contract
Main Document**

2020-2021

- (6) Locked seclusion, except pursuant to EC 56521.2 (a) (6) (i) (4) (A)
- (7) Any intervention that precludes adequate supervision of the individual; and
- (8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

The CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

The CONTRACTOR shall report all incidents of discipline where there has been violation of EC 48900 or 48915 which results in in- or out-of-school suspension, expulsion, or other means of correction.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, the CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. LEA will schedule an IEP meeting or if appropriate, a manifestation determination IEP meeting when required and in accordance with California Education Code.-

e. Behavioral Emergency Reports (EC 56521.1)

When a CONTRACTOR is serving students with significant behavioral needs or who are on behavioral intervention plans, the CONTRACTOR will comply with EC 56366.10(e).

(1) Anytime an emergency intervention is used pursuant to EC 56521.1, CONTRACTOR must notify LEA, parent, guardian, and residential care provider, if appropriate, within one schoolday. A behavioral emergency report shall immediately be completed and maintained in the file of the individual with exceptional needs.

(2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.

(3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.

(4) "Behavioral Emergency Report" data shall be collected by the CONTRACTOR and be submitted to LEA.

(5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

f. Seclusion

Anytime seclusion, as defined in EC 49005.1(i), is used, the CONTRACTOR must notify the LEA consistent with other emergency interventions as outlined in Section 1.7(e) Behavior Emergency Reports.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.30(a)) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

**San Diego County Nonpublic Master Contract
Main Document**

2020-2021

SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and the CONTRACTOR agree in writing to notice by regular USPS mail. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or the CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall be addressed to:

Marilyn Adrianzen, Chief Business Official
Name/Title

San Ysidro School District
Local Education Agency

4350 Otay Mesa Road
Address

San Ysidro CA 92173
City State Zip

(619) 428-4476
Phone

(619) 428-6473
Facsimile

marilyn.adrianzen@sysdschools.org
Email Address

Notices to the CONTRACTOR shall be addressed to:

Kenneth Traupmann, Executive Director
Name/Title

The Institute for Effective Education (Cook)
Nonpublic

2255 Camino del Rio South
Address

San Diego CA 92108
City State Zip

(619) 243-1390
Phone

(619) 233-8409
Facsimile

Email Address

**San Diego County Nonpublic Master Contract
Main Document**

2020-2021

2.2 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the LEA. Such approval shall not be unreasonably withheld. The LEA and the CONTRACTOR shall maintain a copy of the written approval.

2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by the CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within ninety (90) days, only as to matters arising out of this Master Contract for which the CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.4, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by the CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA), the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.1 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable State's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

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LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to the CONTRACTOR under this contract, and that LEA agrees to provide coverage to the CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.4 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.1 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

The CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least thirty (30) days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.6 TRANSPORTATION

Transportation to and from school, and the associated costs are the responsibility of the LEA unless otherwise agreed to in writing. LEA accepts full responsibility for pupil safety, and liability for accident, injury, or death, at all times pupil is on a LEA transportation vehicle.

In the event that the CONTRACTOR transports students to or from school due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and the LEA, the LEA shall reimburse the CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Appendix A: Section 4.1, Appendix B: Section 5.1) or a temporary rate agreed to by LEA and the CONTRACTOR.

The CONTRACTOR shall have in place a transportation safety plan that prescribes procedures for school personnel to follow to ensure safe transport of pupils. The safety plan shall specify, among other matters, that the CONTRACTOR shall provide each pupil being transported with adequate supervision during the transport and with instruction in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs. The CONTRACTOR has liability for accident, injury, or death, at all times pupil is in the CONTRACTOR's vehicle.

2.7 WAIVERS

The LEA and/or the CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. The CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by the Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

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2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. The LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. The CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with the LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with the LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify the CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.12 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.1) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

The CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to due process and the rights of students and parents.

The CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations (CCR) section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the CCR section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA).

2.14 VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to EC 56366.4(a).

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2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by the CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of twenty (20) days written notice pursuant to the provisions of Section 2.1 (Notices) of this contract. Upon termination, the LEA shall pay within forty-five (45) days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Appendix A Section 4.1, Appendix B Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. The CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to the CONTRACTOR in the plan for transition services (per EC 56445 and EC 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three (3) and five (5) years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child'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

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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.

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2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in the CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

2.24 DATA REPORTING

The CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates, discipline, restraints and seclusion.

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the CDE has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

When behavior intervention services are provided by the CONTRACTOR, the CONTRACTOR shall train staff in implementing the Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP. This training shall comply with the requirements in ED 56366.1(4)(A-C) and 56366.10(f).

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, the CONTRACTOR will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

The CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

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3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel, who are required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA case manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within forty-eight (48) hours.

The CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between the pupil's parents and the LEA regarding any injuries resulting from physical restraint.

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. Effective date of the invoice shall be the confirmed date of receipt by the LEA, either electronically or by USPS. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.1 (Notices) of this contract. All education related mental health services will be billed by the CONTRACTOR in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.1 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the Individual Services Agreement (ISA) for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA

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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

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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 children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five (5) years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of special education accountability is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within twenty (20) days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations. The CONTRACTOR shall maintain written policies concerning operations that are consistent with law, regulations, safety, and good practice. These policies, in whole or in part, shall be made available to LEA upon written request. The CONTRACTOR shall include LEAs in distribution of communication to families which references significant changes to school policies or procedures.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or state or federal audit agencies occurring as a result of the CONTRACTOR'S performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty (30) days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR'S failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by the LEA for such payment shall be made pursuant to the notice provisions of Section 2.1 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

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LEA and/or SELPA representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

SECTION 5: SIGNATURES

This Nonpublic Master Contract 2020-2021, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on July 1, 2020 and terminates at 5:00 p.m. on June 30, 2021 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Authorized Representative Signature

DATE: _____

Kenneth Traupmann, Executive Director
(Type) Name and Title

LEA
Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: _____

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Appendix A: Schools

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2020-2021

NONPUBLIC MASTER CONTRACT
Appendix A: Schools

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school shall provide documentation to the LEA that the LCI does not require as a condition of residential placement in the LCI, either of the following: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP and immunization records. The LEA shall facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering the CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within ten (10) working days based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

2.2 GENERAL PROGRAM OF INSTRUCTION

The CONTRACTOR'S educational materials, services, and programs will be consistent with the pupil's individualized education program in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The CONTRACTOR offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials used by any local education agency that contracts with the CONTRACTOR.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

An individual with exceptional needs, as defined in Section 56206, shall not participate in independent study, as defined by EC 71745 (c), unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation.

For A-G course credits, only University of California A-G approved courses will be accepted by contracting LEAs.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2020-2021

a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

For Foster Youth, defined pursuant to California Education Code section 42238.01(b), the LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second (2nd) year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A student who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds one hundred eighty (180) billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide specialized academic instruction and related services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2020-2021

2.6 PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

2.7 ASSESSMENTS

a. State Mandated Testing

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period. By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. The LEA and the CONTRACTOR shall collaborate to minimize the disruption to the educational programs for students caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

When a classroom teacher is absent, The CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

2.9 MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction (SSPI) shall conduct a validation review of the nonpublic school prior to an initial conditional certification. An on-site review shall be conducted within ninety (90) days of the initial conditional certification and student enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of students placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. The CONTRACTOR will participate in the review via the San Diego County Nonpublic Quality Review process consistent with EC 56366.1(3)(B). The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2020-2021

The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty (50) or more pupils or more than one (1) classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before, during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a year-to-date cumulative total of absences and tardies thirty (30) minutes or more per day. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices to the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR that are not a part of the inclusive rate as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Absences

If a pupil's absences exceed more than ten (10) days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

The CONTRACTOR shall notify the LEA when a pupil reaches three (3) absences, and every subsequent absence. Failure by the CONTRACTOR to notify the LEA case manager within five (5) days after the tenth (10th) consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth (10th) day of absence.

b. Change of Pupil's District of Residence

Within five (5) days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and such notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

c. Parent Withdrawal of Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is disenrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2020-2021

d. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRACTOR's annual calendar. Make-up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for make-up days shall be monthly and shall accompany the CONTRACTOR's regular monthly invoice. The CONTRACTOR shall prepare a Register of Daily Attendance for make-up days during the month showing all students who were in attendance. Total amount billed for make-up days during the month will be shown as a separate line on the CONTRACTOR's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to the CONTRACTOR's invoicing, shall apply to the make-up day invoice.

e. Medication

The CONTRACTOR shall comply with the requirements of California Education Code Section 49423 when the CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. The CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to the CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting the CONTRACTOR permission to administer medication(s) as specified in the physician's statement. The CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. The CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of the CONTRACTOR's employee who administered the medication. The CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule, must be authorized by both a licensed physician and parent.

f. Medical

LEA shall notify the CONTRACTOR within twenty-four (24) hours when LEA removes a pupil due to medical reasons.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2020-2021

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: The Institute for Effective Education (Mission Valley Academy)
The CONTRACTOR NPS ID NUMBER: 37-68338-6158075

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:10

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: \$232.41

2) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD/HR/DAI</u>
<u>Intensive Individual Services (340)</u>	<u>\$127.00</u>	<u>day</u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Adapted Physical Education Assessment (425)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services RN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u></u>	<u></u>
<u>Assistive Technology Services - Credentialed (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services – Classified (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services Assessment (445)</u>	<u></u>	<u></u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2020-2021

Physical Therapy (460)		
Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)	\$79.92	hr
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Psychological Services Assessment (530)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2020-2021

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	\$24.00	hr
Bus Passes		

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.
List late pick up fees in the notes section of the rate sheet.

San Diego County Nonpublic Master Contract
Appendix A: Schools
2019-2020

SECTION 5: APPROVALS

CONTRACTOR

Nonpublic School

Authorized Representative Signature

DATE: _____

Kenneth Traupmann, Executive Director
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: _____

**San Diego County Nonpublic Master Contract
(For Use With APPENDIX A: SCHOOLS)**

2020-2021

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),
the Local Education Agency (LEA) San Ysidro School District
provides to the CONTRACTOR The Insitute for Effective Education (Mission Valley Academy)
interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services
identified in the most recent IEP/IFSP of Joel Rosas,
(Student Name)

at the rates set forth in Appendix A: Schools: Section 4.1 of the Master Contract for the 2020 - 2021 Contract Year.

Anticipated Student Start Date: July 1, 2020.

This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this one hundred eighty (180) day period, the LEA or 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.

This interim written approval does not require the CONTRACTOR to provide services for one hundred eighty (180) days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within thirty (30) days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

Signature _____
Date

Marilyn Adrianzen, Chief Business Official
Name/Title

Agreed to by the CONTRACTOR:

Signature _____
Date

Kenneth Traupmann, Executive Director
Name/Title

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX B: AGENCIES)

2020-2021

This agreement is effective on July 1, 2020 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA) San Ysidro School District Nonpublic Agency The Institute for Effective Education

LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476

Pupil Name Rosas Joel Sex: M F Grade: 6th
(Last) (First) (M.I.)

Address 3604 Beyer Blvd #23 -101 City San Ysidro State/Zip CA 92173

DOB 11/14/2008 Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian Loida Rosas Phone (619) 395-9296 () _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

A. DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Intensive Individual Services (340)							
Individual and Small Group Instruction (Ages 3-5 only) (350)							
Language and Speech (415)		X		per IEP	INCLUDED		INCLUDED
Language and Speech – SLP-A (Credentialed) (415)							
Language and Speech – Speech Therapy Assistant (415)							
Language and Speech – Bilingual SLP (415)							
Language and Speech – Assessment (415)							
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX B: AGENCIES)

2020-2021

Health and Nursing Services: Other - RN (436)						
Health and Nursing Services: Other - CRN (436)						
Health and Nursing Services: Other - Health Aide/CNA (436)						
Assistive Technology Services - Credentialed (445)						
Assistive Technology Services – Classified (445)						
Assistive Technology Services - Assessment (445)						
Occupational Therapy (450)		X		per IEP	INCLUDED	INCLUDED
Occupational Therapy – Certified OT Assistant (450)						
Occupational Therapy – Assessment (450)						
Physical Therapy (460)						
Physical Therapy - PT Assistant (460)						
Physical Therapy - PT Assessment (460)						
Individual Counseling (510)						
Counseling and Guidance (515)						
Parent Counseling (520)						
Social Work Services (525)						
Psychological Services (530)						
Behavior Intervention Services (535)		X			INCLUDED	INCLUDED
Behavior Intervention Services - Supervision (535)						
Behavior Intervention Services – Other Provider (535)						
Specialized Services for Low Incidence Disabilities (610)						
Specialized Services for Low Incidence Disabilities – Assessment (610)						
Specialized Deaf and Hard of Hearing Services (710)						
Specialized Deaf and Hard of Hearing Services – Assessment (710)						
Interpreter Services (715)						

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX B: AGENCIES)

2020-2021

Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX B: AGENCIES)

2020-2021

Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency		x		as needed	\$24/hr per IRS current rate		
Bus Passes							
Professional Development							

ESTIMATED MAXIMUM RELATED SERVICES COST (A)\$ _____

1. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature)

(Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

The Institute for Effective Education (Mission Valley Academy)
(Name of Nonpublic Agency)

San Ysidro School District
(Name of School District)

(Signature) (Date)

(Signature) (Date)

Kenneth Traupmann, Executive Director
(Name and Title)

Marilyn Adrianzen, Chief Business Official
(Name of Superintendent or Authorized Designee)

2020-2021 Nonpublic Master Contract

Appendix A: Schools

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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NONPUBLIC MASTER CONTRACT
Appendix A: Schools

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school shall provide documentation to the LEA that the LCI does not require as a condition of residential placement in the LCI, either of the following: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP and immunization records. The LEA shall facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering the CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within ten (10) working days based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

2.2 GENERAL PROGRAM OF INSTRUCTION

The CONTRACTOR'S educational materials, services, and programs will be consistent with the pupil's individualized education program in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The CONTRACTOR offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials used by any local education agency that contracts with the CONTRACTOR.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

An individual with exceptional needs, as defined in Section 56206, shall not participate in independent study, as defined by EC 71745 (c), unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation.

For A-G course credits, only University of California A-G approved courses will be accepted by contracting LEAs.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2020-2021

a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

For Foster Youth, defined pursuant to California Education Code section 42238.01(b), the LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second (2nd) year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A student who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds one hundred eighty (180) billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide specialized academic instruction and related services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2020-2021

2.6 PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

2.7 ASSESSMENTS

a. State Mandated Testing

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period. By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. The LEA and the CONTRACTOR shall collaborate to minimize the disruption to the educational programs for students caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

When a classroom teacher is absent, The CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

2.9 MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction (SSPI) shall conduct a validation review of the nonpublic school prior to an initial conditional certification. An on-site review shall be conducted within ninety (90) days of the initial conditional certification and student enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of students placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. The CONTRACTOR will participate in the review via the San Diego County Nonpublic Quality Review process consistent with EC 56366.1(3)(B). The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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2020-2021

The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty (50) or more pupils or more than one (1) classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before, during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a year-to-date cumulative total of absences and tardies thirty (30) minutes or more per day. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices to the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR that are not a part of the inclusive rate as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Absences

If a pupil's absences exceed more than ten (10) days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

The CONTRACTOR shall notify the LEA when a pupil reaches three (3) absences, and every subsequent absence. Failure by the CONTRACTOR to notify the LEA case manager within five (5) days after the tenth (10th) consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth (10th) day of absence.

b. Change of Pupil's District of Residence

Within five (5) days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and such notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

c. Parent Withdrawal of Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2020-2021

d. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRACTOR's annual calendar. Make-up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for make-up days shall be monthly and shall accompany the CONTRACTOR's regular monthly invoice. The CONTRACTOR shall prepare a Register of Daily Attendance for make-up days during the month showing all students who were in attendance. Total amount billed for make-up days during the month will be shown as a separate line on the CONTRACTOR's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to the CONTRACTOR's invoicing, shall apply to the make-up day invoice.

e. Medication

The CONTRACTOR shall comply with the requirements of California Education Code Section 49423 when the CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. The CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to the CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting the CONTRACTOR permission to administer medication(s) as specified in the physician's statement. The CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. The CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of the CONTRACTOR's employee who administered the medication. The CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule, must be authorized by both a licensed physician and parent.

f. Medical

LEA shall notify the CONTRACTOR within twenty-four (24) hours when LEA removes a pupil due to medical reasons.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2020-2021

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: The Institute for Effective Education (Mission Valley Academy)
The CONTRACTOR NPS ID NUMBER: 37-68338-6158075

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:10

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

- a. General Program Tuition Rate
 - 1) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: \$232.41
 - 2) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD/HRLY/DAILY</u>
<u>Intensive Individual Services (340)</u>	<u>\$127.00</u>	<u>day</u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Adapted Physical Education Assessment (425)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services RN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u></u>	<u></u>
<u>Assistive Technology Services - Credentialed (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services – Classified (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services Assessment (445)</u>	<u></u>	<u></u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2020-2021

Physical Therapy (460)		
Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Psychological Services Assessment (530)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2020-2021

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	\$24.00	hr
Bus Passes		

NOTES: _____

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.
List late pick up fees in the notes section of the rate sheet.

San Diego County Nonpublic Master Contract
Appendix A: Schools
2019-2020

SECTION 5: APPROVALS

CONTRACTOR

Nonpublic School _____

Authorized Representative Signature

DATE: _____

Kenneth Traupmann, Executive Director
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: _____

San Diego County Nonpublic Master Contract
(For Use With APPENDIX A: SCHOOLS)

2020-2021

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),
the Local Education Agency (LEA) San Ysidro School District
provides to the CONTRACTOR The Insitute for Effective Education (Mission Valley Academy)
interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services
identified in the most recent IEP/IFSP of Jason Justus,
(Student Name)

at the rates set forth in Appendix A: Schools: Section 4.1 of the Master Contract for the 2020 - 2021 Contract Year.

Anticipated Student Start Date: July 1, 2020.

This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this one hundred eighty (180) day period, the LEA or 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.

This interim written approval does not require the CONTRACTOR to provide services for one hundred eighty (180) days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within thirty (30) days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

Signature

Date

Marilyn Adrianzen, Chief Business Official
Name/Title

Agreed to by the CONTRACTOR:

Signature

Date

Kenneth Traupmann, Executive Director
Name/Title

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX B: AGENCIES)

2020-2021

This agreement is effective on July 1, 2020 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA) San Ysidro School District Nonpublic Agency The Institute for Effective Education

LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476

Pupil Name Justus Jason Sex: M F Grade: 7th
(Last) (First) (M.I.)

Address 1310 Surfwood Lane City San Diego State/Zip CA 92154

DOB 07/07/2008 Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian Sherri Justus Phone (619) 392-7803 () _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

A. DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Intensive Individual Services (340)							
Individual and Small Group Instruction (Ages 3-5 only) (350)							
Language and Speech (415)		X		per IEP	INCLUDED		INCLUDED
Language and Speech – SLP-A (Credentialed) (415)							
Language and Speech – Speech Therapy Assistant (415)							
Language and Speech – Bilingual SLP (415)							
Language and Speech – Assessment (415)							
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX B: AGENCIES)

2020-2021

Health and Nursing Services: Other - RN (436)						
Health and Nursing Services: Other - CRN (436)						
Health and Nursing Services: Other - Health Aide/CNA (436)						
Assistive Technology Services - Credentialed (445)						
Assistive Technology Services – Classified (445)						
Assistive Technology Services - Assessment (445)						
Occupational Therapy (450)		X		per IEP	INCLUDED	INCLUDED
Occupational Therapy – Certified OT Assistant (450)						
Occupational Therapy – Assessment (450)						
Physical Therapy (460)						
Physical Therapy - PT Assistant (460)						
Physical Therapy - PT Assessment (460)						
Individual Counseling (510)						
Counseling and Guidance (515)	x			per IEP		
Parent Counseling (520)						
Social Work Services (525)						
Psychological Services (530)	X			per IEP		
Behavior Intervention Services (535)		X			INCLUDED	INCLUDED
Behavior Intervention Services - Supervision (535)						
Behavior Intervention Services – Other Provider (535)						
Specialized Services for Low Incidence Disabilities (610)						
Specialized Services for Low Incidence Disabilities – Assessment (610)						
Specialized Deaf and Hard of Hearing Services (710)						
Specialized Deaf and Hard of Hearing Services – Assessment (710)						
Interpreter Services (715)						

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX B: AGENCIES)

2020-2021

Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX B: AGENCIES)

2020-2021

Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency							
Bus Passes							
Professional Development							

ESTIMATED MAXIMUM RELATED SERVICES COST (A)\$ _____

1. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature) _____
(Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

The Institute for Effective Education (Mission Valley Academy)
(Name of Nonpublic Agency)

San Ysidro School District
(Name of School District)

(Signature) _____ _____ _____
(Date) (Date) (Date) (Date)

Kenneth Traupmann, Executive Director
(Name and Title)

Marilyn Adrianzen, Chief Business Official
(Name of Superintendent or Authorized Designee)

2020-2021

San Diego County Nonpublic Master Contract

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

San Diego County Nonpublic Master Contract
Main Document

2020-2021

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MAIN DOCUMENT

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APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

- *Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract*
- *Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.*

San Diego County Nonpublic Master Contract
Main Document

2020-2021

LEA: San Ysidro School District

Nonpublic: San Diego Center for Children

2020-2021
Nonpublic
Master Contract

Main Document

**San Diego County Nonpublic Master Contract
Main Document**

2020-2021

**San Diego County Nonpublic Master Contract
Main Document**

2020-2021

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NONPUBLIC
MASTER CONTRACT

This Master Contract is made and entered into

this 17th day of September, 2020 between the

San Ysidro School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

San Diego Center for Children
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

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SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and the CONTRACTOR. It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of ninety (90) 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 ninety (90) 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

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A current copy of the CONTRACTOR'S California Department of Education (CDE) Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from July 1, 20 20 to June 30, 20 21.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy and provide training on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
- (5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, 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)

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- (6) Locked seclusion, except pursuant to EC 56521.2 (a) (6) (i) (4) (A)
- (7) Any intervention that precludes adequate supervision of the individual; and
- (8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

The CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

The CONTRACTOR shall report all incidents of discipline where there has been violation of EC 48900 or 48915 which results in in- or out-of-school suspension, expulsion, or other means of correction.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, the CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. LEA will schedule an IEP meeting or if appropriate, a manifestation determination IEP meeting when required and in accordance with California Education Code.-

e. Behavioral Emergency Reports (EC 56521.1)

When a CONTRACTOR is serving students with significant behavioral needs or who are on behavioral intervention plans, the CONTRACTOR will comply with EC 56366.10(e).

(1) Anytime an emergency intervention is used pursuant to EC 56521.1, CONTRACTOR must notify LEA, parent, guardian, and residential care provider, if appropriate, within one schoolday. A behavioral emergency report shall immediately be completed and maintained in the file of the individual with exceptional needs.

(2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.

(3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.

(4) "Behavioral Emergency Report" data shall be collected by the CONTRACTOR and be submitted to LEA.

(5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

f. Seclusion

Anytime seclusion, as defined in EC 49005.1(i), is used, the CONTRACTOR must notify the LEA consistent with other emergency interventions as outlined in Section 1.7(e) Behavior Emergency Reports.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.30(a)) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

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SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and the CONTRACTOR agree in writing to notice by regular USPS mail. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or the CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall be addressed to:

Marilyn Adrianzen, Chief Business Official
Name/Title

San Ysidro School District
Local Education Agency

4350 Otay Mesa Road
Address

San Ysidro CA 92173
City State Zip

(619) 428-4476
Phone

(619) 428-6473
Facsimile

marilyn.adrianzen@sysdschools.org
Email Address

Notices to the CONTRACTOR shall be addressed to:

Diana Landis, CFO
Name/Title

San Diego Children Center for Children
Nonpublic

3002 Armstrong Street
Address

San Diego CA 92111
City State Zip

(858) 277-9550
Phone

()
Facsimile

dlandis@centerforchildren.org
Email Address

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2.2 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the LEA. Such approval shall not be unreasonably withheld. The LEA and the CONTRACTOR shall maintain a copy of the written approval.

2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by the CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within ninety (90) days, only as to matters arising out of this Master Contract for which the CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.4, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by the CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA), the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.1 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable State's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

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LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to the CONTRACTOR under this contract, and that LEA agrees to provide coverage to the CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.4 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.1 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

The CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least thirty (30) days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.6 TRANSPORTATION

Transportation to and from school, and the associated costs are the responsibility of the LEA unless otherwise agreed to in writing. LEA accepts full responsibility for pupil safety, and liability for accident, injury, or death, at all times pupil is on a LEA transportation vehicle.

In the event that the CONTRACTOR transports students to or from school due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and the LEA, the LEA shall reimburse the CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Appendix A: Section 4.1, Appendix B: Section 5.1) or a temporary rate agreed to by LEA and the CONTRACTOR.

The CONTRACTOR shall have in place a transportation safety plan that prescribes procedures for school personnel to follow to ensure safe transport of pupils. The safety plan shall specify, among other matters, that the CONTRACTOR shall provide each pupil being transported with adequate supervision during the transport and with instruction in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs. The CONTRACTOR has liability for accident, injury, or death, at all times pupil is in the CONTRACTOR's vehicle.

2.7 WAIVERS

The LEA and/or the CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. The CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by the Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

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2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. The LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

b. The CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with the LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with the LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify the CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.12 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.1) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

The CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to due process and the rights of students and parents.

The CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations (CCR) section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the CCR section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA).

2.14 VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to EC 56366.4(a).

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2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by the CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of twenty (20) days written notice pursuant to the provisions of Section 2.1 (Notices) of this contract. Upon termination, the LEA shall pay within forty-five (45) days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Appendix A Section 4.1, Appendix B Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. The CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.1 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to the CONTRACTOR in the plan for transition services (per EC 56445 and EC 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three (3) and five (5) years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child'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

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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.

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2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in the CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

2.24 DATA REPORTING

The CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates, discipline, restraints and seclusion.

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the CDE has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within forty-five (45) days of the change in accordance with CCR 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

When behavior intervention services are provided by the CONTRACTOR, the CONTRACTOR shall train staff in implementing the Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP. This training shall comply with the requirements in ED 56366.1(4)(A-C) and 56366.10(f).

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, the CONTRACTOR will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

The CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

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3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel, who are required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA case manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within forty-eight (48) hours.

The CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between the pupil's parents and the LEA regarding any injuries resulting from physical restraint.

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. Effective date of the invoice shall be the confirmed date of receipt by the LEA, either electronically or by USPS. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.1 (Notices) of this contract. All education related mental health services will be billed by the CONTRACTOR in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.1 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the Individual Services Agreement (ISA) for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA

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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

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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 children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five (5) years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of special education accountability is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within twenty (20) days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations. The CONTRACTOR shall maintain written policies concerning operations that are consistent with law, regulations, safety, and good practice. These policies, in whole or in part, shall be made available to LEA upon written request. The CONTRACTOR shall include LEAs in distribution of communication to families which references significant changes to school policies or procedures.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or state or federal audit agencies occurring as a result of the CONTRACTOR'S performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty (30) days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR'S failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by the LEA for such payment shall be made pursuant to the notice provisions of Section 2.1 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

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LEA and/or SELPA representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

SECTION 5: SIGNATURES

This Nonpublic Master Contract 2020-2021, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on July 1, 2020 and terminates at 5:00 p.m. on June 30, 2021 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Authorized Representative Signature

DATE: _____

Diana Landis, CFO

(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official

(Type) Name and Title

LEA Board Approval

DATE: _____

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Appendix A: Schools

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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NONPUBLIC MASTER CONTRACT
Appendix A: Schools

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school shall provide documentation to the LEA that the LCI does not require as a condition of residential placement in the LCI, either of the following: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP and immunization records. The LEA shall facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering the CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within ten (10) working days based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

2.2 GENERAL PROGRAM OF INSTRUCTION

The CONTRACTOR'S educational materials, services, and programs will be consistent with the pupil's individualized education program in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The CONTRACTOR offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials used by any local education agency that contracts with the CONTRACTOR.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

An individual with exceptional needs, as defined in Section 56206, shall not participate in independent study, as defined by EC 71745 (c), unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation.

For A-G course credits, only University of California A-G approved courses will be accepted by contracting LEAs.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

For Foster Youth, defined pursuant to California Education Code section 42238.01(b), the LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second (2nd) year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A student who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds one hundred eighty (180) billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide specialized academic instruction and related services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

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2.6 PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

2.7 ASSESSMENTS

a. State Mandated Testing

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period. By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. The LEA and the CONTRACTOR shall collaborate to minimize the disruption to the educational programs for students caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

When a classroom teacher is absent, The CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

2.9 MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction (SSPI) shall conduct a validation review of the nonpublic school prior to an initial conditional certification. An on-site review shall be conducted within ninety (90) days of the initial conditional certification and student enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of students placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. The CONTRACTOR will participate in the review via the San Diego County Nonpublic Quality Review process consistent with EC 56366.1(3)(B). The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

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The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty (50) or more pupils or more than one (1) classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before, during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a year-to-date cumulative total of absences and tardies thirty (30) minutes or more per day. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices to the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR that are not a part of the inclusive rate as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Absences

If a pupil's absences exceed more than ten (10) days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

The CONTRACTOR shall notify the LEA when a pupil reaches three (3) absences, and every subsequent absence. Failure by the CONTRACTOR to notify the LEA case manager within five (5) days after the tenth (10th) consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth (10th) day of absence.

b. Change of Pupil's District of Residence

Within five (5) days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and such notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

c. Parent Withdrawal of Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

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d. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRACTOR's annual calendar. Make-up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for make-up days shall be monthly and shall accompany the CONTRACTOR's regular monthly invoice. The CONTRACTOR shall prepare a Register of Daily Attendance for make-up days during the month showing all students who were in attendance. Total amount billed for make-up days during the month will be shown as a separate line on the CONTRACTOR's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to the CONTRACTOR's invoicing, shall apply to the make-up day invoice.

e. Medication

The CONTRACTOR shall comply with the requirements of California Education Code Section 49423 when the CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. The CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to the CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting the CONTRACTOR permission to administer medication(s) as specified in the physician's statement. The CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. The CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of the CONTRACTOR's employee who administered the medication. The CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule, must be authorized by both a licensed physician and parent.

f. Medical

LEA shall notify the CONTRACTOR within twenty-four (24) hours when LEA removes a pupil due to medical reasons.

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SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: San Diego for Center for Children
The CONTRACTOR NPS ID NUMBER: 37-68338-7093115

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:12

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: \$220.44

2) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD/HR/DAI</u>
<u>Intensive Individual Services (340)</u>	<u>\$21.31</u>	<u>hr</u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Adapted Physical Education Assessment (425)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services RN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u></u>	<u></u>
<u>Assistive Technology Services - Credentialed (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services – Classified (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services Assessment (445)</u>	<u></u>	<u></u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2020-2021

Physical Therapy (460)		
Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)	\$80.00	hr/per IEP
Social Work Services (525)		
Psychological Services (530)		
Psychological Services Assessment (530)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2020-2021

Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)	\$25.00	hr/per IEP
Vocational Assessment, Counseling/Guidance Assessment (830)	\$79.92	hr/per IEP
Career Awareness (840)		
Work Experience Education (850)	\$30.00	hr/per IEP
Job Coaching (855)	\$21.31	hr/per IEP
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)	\$30.00	hr/per IEP
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency		
Bus Passes		

NOTES:

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.
List late pick up fees in the notes section of the rate sheet.

San Diego County Nonpublic Master Contract
Appendix A: Schools
2019-2020

SECTION 5: APPROVALS

CONTRACTOR

Nonpublic School

Authorized Representative Signature

DATE: _____

Dr. Moisés Barón, CEO
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: _____

San Diego County Nonpublic Master Contract
(For Use With APPENDIX A: SCHOOLS)

2020-2021

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),
the Local Education Agency (LEA) San Ysidro School District
provides to the CONTRACTOR San Diego Center for Children
interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services
identified in the most recent IEP/IFSP of Danny Schmidt,
(Student Name)
at the rates set forth in Appendix A: Schools: Section 4.1 of the Master Contract for the 20 20 - 20 21 Contract Year.
Anticipated Student Start Date: July 1, 2020.

This interim written approval shall be for a maximum period of one hundred eighty (180) days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this one hundred eighty (180) day period, the LEA or 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.

This interim written approval does not require the CONTRACTOR to provide services for one hundred eighty (180) days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within thirty (30) days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

Signature

Date

Marilyn Adrianzen, Chief Business Official
Name/Title

Agreed to by the CONTRACTOR:

Signature

Date

Diana Landis, CFO
Name/Title

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX B: AGENCIES)

2020-2021

This agreement is effective on July 1, 2020 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA) San Ysidro School District Nonpublic Agency San Diego Center for Children Academy

LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476

Pupil Name Schmidt Danny Sex: M F Grade: 7th
(Last) (First) (M.I.)

Address 1950 Avenida de La Cruz City San Ysidro State/Zip CA 92173

DOB 08/23/2007 Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian Jamie Schmidt Phone (619) 779-5808 () _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

A. DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Intensive Individual Services (340)							
Individual and Small Group Instruction (Ages 3-5 only) (350)							
Language and Speech (415)					INCLUDED		INCLUDED
Language and Speech – SLP-A (Credentialed) (415)							
Language and Speech – Speech Therapy Assistant (415)							
Language and Speech – Bilingual SLP (415)							
Language and Speech – Assessment (415)							
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX B: AGENCIES)

2020-2021

Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)					INCLUDED		INCLUDED
Occupational Therapy – Certified OT Assistant (450)							
Occupational Therapy – Assessment (450)							
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - PT Assessment (460)							
Individual Counseling (510)		X		per IEP	INCLUDED		INCLUDED
Counseling and Guidance (515)		X		per IEP	INCLUDED		INCLUDED
Parent Counseling (520)		X		per IEP	\$80.00	30 min/mo	\$400
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)		X			INCLUDED		INCLUDED
Behavior Intervention Services - Supervision (535)							
Behavior Intervention Services – Other Provider (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX B: AGENCIES)

2020-2021

Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)		X		per IEP	\$25.00	pe hr	
Vocational Assessment, Counseling, Guidance and Career Assessment (830)		X		per IEP	\$79.92	per hr	
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)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX B: AGENCIES)

2020-2021

Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency							
Bus Passes							
Professional Development							

ESTIMATED MAXIMUM RELATED SERVICES COST (A)\$ \$400.00

1. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature) _____
(Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

San Diego Center for Children Academy
(Name of Nonpublic Agency)

San Ysidro School District
(Name of School District)

(Signature) _____ _____ _____
(Date) (Date) (Date) (Date)

Dr. Moisés Barón, CEO
(Name and Title)

Marilyn Adrianzen, Chief Business Official
(Name of Superintendent or Authorized Designee)

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

FROM:
Information Management Systems
Todd Lewis, Director

Informational
 Action

AGENDA ITEM: 2020-2021 GOOGLE G-SUITE ENTERPRISE UPGRADE

BACKGROUND INFORMATION:

The District has previously implemented and currently uses Google G-Suite as one of our core learning and communication tools. Google G Suite is made up of various modules including Google Drive, Classroom, Meet and Gmail among others.

The District would like to upgrade our current free version of G-Suite to the enterprise version to improve and provide additional tools for staff and student use.

Below are a few of the tools this upgrade includes:

- Live Streaming for Google Meet
- Recording meetings in Google Meet
- Increased amount of Google Meet participants (up to 250)
- Google support hours increased to 24/7 with a dedicated team of specialists

CDW Government LLC	
Google G-Suite Enterprise for Education	\$10,992.00
Total 12 Month Cost	\$10,992.00*

RECOMMENDATION:

Approve the upgrade of Google G-Suite to the Enterprise version purchased through CDWG at a cost of \$10,992.00 from the CARES Act funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

ESTIMATED
\$10,992.00

CARES Act Funds

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



CDW Customer Service Order Form
Google G-Suite Services – Enterprise for Education (“GSEfE”)

Seller: CDW Government LLC
Seller Address: 200 N. Milwaukee Avenue, Vernon Hills, IL 60061
Customer: San Ysidro School District 12408780
Subscription Term Start Date: Upon Service Activation

Google G-Suite Services	Licensed User Quantity	Initial Subscription Term	Annual Service Fee Per User	Total Annual Service Fee
Google G-Suite Enterprise for Education	458	Annual	\$24.00	\$10,992.00

Google Service Add-Ons	Quantity	Initial Subscription Term	Monthly Service Fee Per Unit	Total Monthly Service Fee
n/a	—	__ Months	\$ _____	\$ _____
n/a	—	__ Months	\$ _____	\$ _____

Customer Provisioning Information:	
Customer Technical Contact:	
Phone #	
Email Address	
Off-Domain Email Address	
Google App Domain	

Initial Subscription Term Fee Total: \$10,992.00

Terms:

- TERMS AND CONDITIONS** - Customer’s obligations under this Customer Service Order Form, including its payment obligations are subject to the current Third Party Cloud Services Terms and Conditions on Seller’s website at [Third Party Cloud Services Terms and Conditions](#), unless Customer has entered into a written agreement with Seller covering Customer’s purchase of products and services from Seller (“Existing Customer Agreement”), in which case Customer’s obligations shall be subject to the terms of such Existing Customer Agreement.
- PAYMENT** – Customer will pay all Fees (as defined herein), including regulatory fees and taxes, for the use of the Google G-Suite Services as set forth in Seller’s invoice, within 30 days after the date of the invoice, or in accordance with such other payment terms that may have been negotiated between Customer and Seller. In addition to the Service Fee for the Google G-Suite Services, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, and other subscriptions, features, products, services, or add-ons that Customer uses within the Google G-Suite Services. Seller will invoice Customer in advance for the monthly or prepaid charges due for the Google G-Suite Services purchased. Seller will invoice Customer in arrears for any metered usage or overage components (e.g., capacity overages, third party content, etc.). The Service Fee for the Google G-Suite Services and all additional fees due hereunder are collectively referred to as “Fees”.
- ADD-ON ORDERS** - Any orders submitted by Customer to Seller for Google G-Suite Services over the next twelve (12) months (the “Add-On Order(s)”) will be governed by the terms and conditions of this Customer Service Order Form. All Add-On Order(s) must include the name of the applicable Google G-Suite Services, the Licensed User



Quantity and the length of the initial term (e.g., 1, 2, or 3 years). The Initial Subscription Term for any Add-On Order(s) will commence on the date Seller provisions the new Google G-Suite Services on behalf of Customer.

- 4. **SERVICE SUSPENSION** – In addition to any other rights Seller may have, Seller may suspend or terminate the Google G-Suite Services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.
- 5. **NON-CANCELLABLE/NON-REFUNDABLE** - Except as set forth above, the Google G-Suite Services purchased under this Customer Service Order Form are non-cancellable and all Fees paid to Seller are non-refundable.
- 6. **GOOGLE REQUIRED TERMS:**
 - (a) Seller, Google, and Customer are independent contractors with respect to the resale of the Google G-Suite Services.
 - (b) Customer will either accept the Google TOS prior to accessing or using the Google G-Suite Services, or hereby expressly authorizes Seller to accept the Google TOS on Customer’s behalf.
 - (c) Customer acknowledges and agrees that Seller is the processor of any personal data processed by it on Customer’s behalf, and Customer is the controller of any such data, as the terms “controller”, “processed”, “processor” and “personal data” are defined in the EU Directive;
 - (d) Customer is responsible for obtaining and maintaining any consents required from End Users to allow Seller to perform its obligations under this Agreement;
 - (e) If Google fails to comply with the SLAs, Customer will only be eligible to receive those remedies set out under the Google TOS and must request such remedies directly from Seller; and
 - (f) Google will only provide customer support to Customers in accordance with the Google TOS.

BY SIGNING BELOW, Customer acknowledges and agrees that it is receiving the Google G-Suite Services directly from Google, Inc. (“Google”) pursuant to Google’s standard terms and conditions or such other terms as agreed upon by Customer and Google. Customer further acknowledges that Google and not Seller will be responsible for performance of the Google G-Suite Services.

CUSTOMER AUTHORIZED REPRESENTATIVE

Signature: _____

Name: _____

Title: _____

Date: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH MYPT SAN DIEGO FOR 2020-2021 SCHOOL YEAR

BACKGROUND INFORMATION:

Physical Therapists work to decrease pain and help students return to daily activities. They teach students exercises designed to help them regain strength, range of motion, and also show them and families how to prevent future injuries. This type of service is per student's Individualized Education Program (IEP).

Cost implication will be \$20,000.00 (includes evaluations, consultations, and attending IEPs).

RECOMMENDATION:

Approve the agreement with MyPT Sand Diego at an estimated cost up to \$40,000.00 from the Special Education funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 1, Item 1.21: Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc...) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

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

Financial Implications?

Yes No

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

Yes No

Requisition #

\$20,000.00

(Amount)

Special Education 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 1st day of July 2020, by and between the San Ysidro School District, hereinafter called the "District", and

MyPT San Diego
Company/Consultant

(619) 701-7489
Telephone Number

3445 Xenophon Street, San Diego, CA 92106
Address

cathy@myptsandiego.com
Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2020 To: June 30, 2021

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign 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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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. **District waives _____**
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. **District waives _____**
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District. **District waives _____**
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)* **District waives _____**
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. **District waives _____**
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives _____**

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

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **Additional Insured Endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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Design Professionals Only: If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS: 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.

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CONSULTANT:	Verbal Behavior Associates	
Name:	Cathy Alford	
Title:	Physical Therapist Consultant	
Address:	3445 Xenophon Street	
City/State/Zip Code:	San Diego, CA 92106	
Telephone:	(619) 701-7489	
Email:	cathy@myptsandiego.com	

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

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

MyPT San Diego

 Firm Name

Signature of Authorized Agent

Cathy Alford

 Print Name, Title

Date:

Phone Number: (619) 701-7489

DISTRICT

San Ysidro School District

 Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

 Print Name, Title

Date

Board Approved:

Revised 09-13-18

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SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

_____(Initial) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

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

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

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

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

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EXHIBIT A

SCOPE OF SERVICES

Services include:

- Physical therapy evaluations
- Physical Therapy Consultation
- IEP meeting attendance

Total costs up to \$40,000.00



Terms and Conditions

These terms and conditions outlined in this agreement ("Agreement") are between San Ysidro District, located in CA, (the "Program Participant") and PROJECT LEAD THE WAY, INC., a New York charitable not-for-profit corporation ("PLTW").

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

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

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

The parties therefore agree as follows:

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

2. **PLTW Terms of Service & Privacy Policy.** The Program Participant shall comply with the PLTW Terms of Service and the Privacy Policy. The Terms of Service and Privacy Policy are available on the PLTW website, and these documents may be modified from time to time by

PLTW. The Program Participant agrees that it is responsible for ensuring its compliance with these documents and for checking the PLTW website periodically for any changes. Unless otherwise stated, the current version of these documents applies to the Program, any information PLTW may have, and the terms and conditions under which the Program is operated.

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

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

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

6. **Required Teacher Training.** (a) Teachers are required to successfully complete course-, unit-, or module-specific PLTW Teacher Training for each PLTW course they will instruct, as is further described below. The Program Participant will select each teacher for

This document has been signed by PLTW in its original format, and PLTW's consent is limited to the original language contained herein. PLTW does not consent to any changes made to this document. Any modifications Program Participant makes to this document shall not be made part of the document absent review and subsequent signature of PLTW approving said changes.

participation in the PLTW Teacher Training program. It is the sole responsibility of the Program Participant to ensure that every teacher meets all Federal, State and local requirements to teach each respective PLTW course. The Program Participant shall register each teacher being selected for training with PLTW by the applicable date established by PLTW. PLTW reserves the right to accept or reject any training candidate and shall determine, in its sole discretion, whether a teacher has successfully completed any required training.

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

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

(d) Program Participants offering PLTW Launch must identify at least one (1) Lead Teacher per site to attend Core Training. Lead Teachers shall provide building-level training at their site for additional PLTW Launch teachers and shall provide continued guidance on program implementation and inventory management.

(e) As content within a given course, unit or module is updated, PLTW may require completion of additional training.

7. **Equipment Used in the PLTW Program.** PLTW provides guidance on the PLTW website that includes details on equipment, supplies, and other items (collectively referred to as "equipment") that are required to implement the Program. In some instances, the curriculum requires the use of specific equipment (including software). Unless specific equipment is required by PLTW, the Program Participant may implement the Program using equipment purchased from vendors not listed on the PLTW website, provided such equipment meets or exceeds program specifications and adequately supports the Program.

8. **Safety.** The Program Participant is solely responsible for the safe and proper implementation of the Program at its sites and schools. The Program Participant shall ensure that any facility used to teach the Program will be adequately equipped to operate the equipment safely and properly and that such facility and any equipment used therein shall at all times comply with applicable standards and customary practices relating to safety and reasonable use. The Program Participant shall be solely responsible for providing its faculty with appropriate safety

training relating to the implementation of the PLTW Program and for appropriately supervising students participating in the Program.

9. **Assessment and Examinations.** The Program Participant shall administer the most current version of the End-of-Course Assessment ("EOC Assessments") provided by PLTW when applicable. The Program Participant shall administer such assessments in a computer-based format in accordance with the online systematic evaluation process, as determined by PLTW in its sole discretion. The Program Participant shall administer the EOC Assessments in accordance with the guidelines specified by PLTW and any deviation from those guidelines shall constitute a material breach under Section 16 of this Agreement unless preapproved and documented.

10. **Evaluation of Results.** PLTW shall study and evaluate the effectiveness of the Program on an ongoing basis in order to update instructional, curricular and assessment materials and otherwise improve the instruction that participating entities provide to students. These efforts will include the development, validation, and administration of assessments, examinations, surveys and other measurement tools. PLTW shall conduct, and the Program Participant shall participate in, online systematic assessments and regular evaluation processes.

11. **Collection and Handling of Data.** (a) In conducting the assessments and evaluations as contemplated in sections 9 and 10, respectively, PLTW may collect the following data: NCES code; teacher first/last name and email; course name; course begin date; student first/last name and ID number; student grade level; gender; date of birth; race; ethnicity; IEP status; and testing accommodations needed (collectively referred to as "data"). The parties shall ensure that any personally identifiable information remains confidential and will be used, shared, and maintained only in accordance with this Agreement, proper professional practices, and student confidentiality and applicable laws. The Program Participant shall provide annual notifications to affected individuals and implement any record-keeping and other such privacy requirements and disclosure consents relating to the performance of this Agreement.

(b) PLTW may retain data collected during any assessment and evaluation for up to six academic years, subject to legal and or regulatory record retention requirements, after a student's estimated matriculation date, after which time the data is destroyed. At the request of the Program Participant, a copy of the data will be returned to the Program Participant prior to destruction.

This document has been signed by PLTW in its original format, and PLTW's consent is limited to the original language contained herein. PLTW does not consent to any changes made to this document. Any modifications Program Participant makes to this document shall not be made part of the document absent review and subsequent signature of PLTW approving said changes.

Such request must be made by the Program Participant by August 1st of the applicable school year, or the data will be destroyed in accordance with this Agreement. PLTW reserves the right to purge applicable data at least annually, without further notice. PLTW further agrees to delete any covered information at the reasonable request of the Program Participant where such information is under the Program Participant's control.

12. **Data Security and Privacy.** PLTW shall ensure that data remains secure and private, consistent with the following:

- (1) use or access to protected data shall be limited to PLTW representatives with a legitimate interest, including limits on internal access to education records to those individuals determined to have legitimate educational interests;
- (2) education records shall not be used for any purposes other than those explicitly authorized by the Program Participant in the Agreement;
- (3) reasonable administrative, technical and physical safeguards shall be maintained by PLTW and its service providers and vendors to protect the security, confidentiality, and integrity of personally identifiable information in its custody, including by protecting information from unauthorized access, destruction, use, modification, or disclosure; by deleting covered information upon request; and by developing contracts with third party vendors and service providers that (a) require such safeguards, (b) include measures to be taken to address service interruptions, and (c) require incident response plans, breach notification and remedial measures, and liability protection and indemnification in the event of a data security incident;
- (4) encryption technology shall be used to protect data from unauthorized disclosure, and safeguards associated with industry standards and best practices, such as encryption technology, firewalls, and password protection, shall be used when data is stored or transferred;
- (5) any student records continue to belong to the Program Participant;
- (6) students can retain possession and control of their own student-generated content or transfer the same to a personal account during the course of their class;
- (7) parents, legal guardians, or eligible students may inspect, review and correct any personally identifiable

information by contacting the PLTW Solutions Center team;

- (8) personally identifiable information shall not be disclosed to any party, except as follows: (a) to authorized representatives of PLTW carrying out their obligations pursuant to this Agreement; (b) to third parties where such disclosure is in furtherance of the purpose of this Agreement and such recipients are complying with legal and regulatory requirements, responding to judicial process, or otherwise protecting the safety of others or the security of the PLTW website; (c) with the prior written consent of the parent or eligible student, unless providing such notice of the disclosure is expressly prohibited by statute or court order and prior notice is instead provided to the Program Participant; or (d) to a third party if such information is being sold, disclosed or otherwise transferred in connection with the purchase, merger, or acquisition of PLTW by such third party;
- (9) personally identifiable information shall not be used for any purpose, including targeted advertising or sale or release for a commercial purpose, other than as required or specifically permitted under this Agreement;
- (10) PLTW will not knowingly amass a profile about a K-12 student, except in furtherance of K-12 school purposes;
- (11) appropriate and ongoing training on federal and state laws concerning the confidentiality of student, teacher or principal data shall be provided to any PLTW employee and officer who will have access to such protected data; and
- (12) in the event of a data security incident which compromises personally identifiable information and that is attributable to PLTW, PLTW agrees to promptly notify the Program Participant and, to the extent agreed upon by the parties, otherwise comply with applicable laws regarding any notification obligations

13. **License; Program Identification.** (a) The Program Participant acknowledges that PLTW retains all rights and title to its marks, curricula, framework, methodologies, processes, information, materials and other intellectual property (collectively referred to as "materials"). PLTW grants to the Program Participant a non-exclusive, non-transferable license to reproduce and use, to the extent authorized herein, printed or electronic materials developed and/or used in connection with the Program, for the sole purpose of instruction to students at registered schools or sites that are actively providing

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instruction, and appropriate training for authorized faculty. Any other use, reproduction, disclosure, or distribution of such materials, including but not limited to commercial use, is strictly prohibited.

(b) *Project Lead The Way, PLTW*, the PLTW "atom" logos, and other marks used in the Program are service/trademarks of PLTW. During the term of this Agreement, the Program Participant shall use the appropriate logos, marks and other identifying materials on all Program materials and communications with faculty, students, officials and community constituents. PLTW shall provide the Program Participant with appropriate instructions and labels relating to such identifying material to facilitate the proper promotion of the Program. Upon termination of this Agreement, the Program Participant shall cease using any such identifying material and shall make no representations linking any of its own educational programs to the Program without the prior written consent of PLTW. All press releases and other public pronouncements involving the Program shall be subject to the advance approval of PLTW. The Program Participant agrees to reasonably promote and publicize the Program in order to encourage student participation, and to retain the Program's distinct character. No other right or license is granted, either express or implied, for any other intellectual property right owned, possessed, or licensed by or to PLTW. All rights not expressly granted herein are expressly reserved by PLTW. All use of PLTW's marks under this license, and all goodwill existing, acquired or developed in the marks shall inure solely to the benefit of PLTW. The Program Participant acknowledges that PLTW has established certain standards of quality and character for the marks and hereby agrees to maintain PLTW's trademark use standards. The Program Participant shall not alter, modify or edit the marks without prior written consent from PLTW. The Program Participant shall not contest the validity or ownership of the marks by PLTW.

(c) The license granted in this Agreement shall cease upon the earliest to occur of: (i) the termination of this Agreement, or (ii) PLTW providing sixty (60) days written notice to the Program Participant of its election to revoke the license. Upon termination of the license, the Program Participant shall cease to use all materials. In addition, at the election of PLTW, all materials, including any reproductions thereof, shall be immediately returned to PLTW, and in no event later than fifteen (15) days after the effective date of termination.

14. **Protection of Intellectual Property Owned by Nonparty.** The Program Participant agrees to adhere to any and all restrictions in connection with equipment, software, and other intellectual property use agreements

between PLTW and software producers, vendors or other such entities, and to take proactive measures to protect intellectual property used or available under such agreements, as shall be requested by PLTW or the owner of the intellectual property. Upon a termination of this Agreement, the Program Participant shall discontinue use of all equipment, software, or other intellectual property provided to the Program Participant pursuant to this Agreement or through special agreements relating to the Program Participant's participation in the Program. PLTW assumes no liability for the non-performance of the equipment, software, or other intellectual property but will provide reasonable assistance to resolve non-performance issues with the owner of the equipment, software, or other intellectual property. If the Program Participant materially breaches these restrictions, its right to use such equipment, software, or other intellectual property will be terminated and all equipment, software, or other intellectual property shall be immediately returned to PLTW or the owner. The Program Participant shall solely be responsible for any remedies sought by the owner relating to the Program Participant's breach of these provisions, and PLTW shall not be liable in any way for such breach.

15. **Representations of the Program Participant.**

(a) With respect to the authority to bind the Program Participant, the Program Participant makes the following representations: (1) This Agreement has been duly approved by the governing authority of the Program Participant, and the person executing this Agreement on behalf of the Program Participant has been duly authorized to so act by the Program Participant; (2) This Agreement is a legally binding agreement whose rights and obligations run only between the Program Participant and PLTW, and the Program Participant's execution of this Agreement does not create rights in any other party; and (3) The terms of this Agreement do not violate or conflict with the Program Participant's charter or any other of its rules of governance, the laws of the Program Participant's State or any subdivision thereof, or any other agreement to which the Program Participant is a party.

(b) With respect to any software and equipment used for the Program, the Program Participant makes the following representations: (1) the Program Participant is solely responsible for the security and safety of any software and equipment that may be provided by such Program Participant to any person in connection with the implementation of this Program; and (2) the Program Participant has implemented and will update annual notifications, record-keeping, and other such privacy requirements and verifications relating to the Program, to the extent of the Family Educational Rights and Privacy Act (FERPA), the Children's Internet Protection Act

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(CIPA), the Children's Online Privacy Protection Act (COPPA) or other applicable laws, including, without limitation, obtaining verifiable consent from the parents/guardians of all students to the collection and use of personal information provided through and on PLTW websites or related applications and software and use of school internet resources; and any required filtering software or mechanisms to protect students from harmful or objectionable materials.

16. **Default.** (a) Upon a material breach of this Agreement by either party which is not cured within fifteen (15) days after written notice is mailed to the defaulting party, this Agreement shall terminate effective upon the completion of the then-current academic year.

(b) If the Program Participant fails to make prompt payment of the participation fee in accordance with the terms of this Agreement or to implement the Program for the academic year immediately following the date of this Agreement, then this Agreement may immediately terminate, at the option of PLTW.

(c) In addition to the right to terminate the Agreement upon a breach thereof, the parties shall also have the right to exercise all of their respective remedies, both legal and equitable, as a result of the breach.

17. **Term: Annual Renewal of Agreement.** The initial term of this Agreement shall begin as of the date of signing and shall end on June 30 of the following year; this Agreement shall be automatically renewed for additional contract years (July 1 – June 30) unless a party provides notice to the other party in writing, no later than April 1 preceding the commencement of the next contract year, that it is not renewing the Agreement.

18. **Indemnification.** (a) To the extent permitted by law, the Program Participant shall indemnify, defend and hold harmless PLTW from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that PLTW may incur as a result of or any negligent or willful act or failure of the Program Participant or any of its agents or employees (1) to perform any of its representations or commitments under this Agreement, or (2) resulting in any loss, security breach, or compromise of any information that may be contained on software or equipment used for the Program.

(b) To the extent permitted by law, PLTW shall indemnify, defend and hold harmless the Program Participant from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's

fees and expenses, that the Program Participant may incur as a result of any negligent or willful act of PLTW or any of its agents or employees or the failure by PLTW to perform any of its representations or commitments under this Agreement.

19. **Assignment.** The Program Participant shall not assign any of the Program Participant's rights or delegate any of the Program Participant's obligations under this Agreement to any third party without the prior written consent of PLTW.

20. **Notices.** Notices or communications required under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by overnight delivery, as follows:

If to the Program Participant:

San Ysidro District
4350 Otay Mesa Rd.
San Ysidro, CA 92173

If to PLTW:

Project Lead The Way, Inc.
Attn: Program Agreements
3939 Priority Way South Drive,
Suite 400
Indianapolis, IN 46240
ph: 877-335-7589

21. **Governing Law and Choice of Venue.** This Agreement will be construed in accordance with and governed by the laws of the State of Indiana. Any action brought with respect to this Agreement shall be brought in or venued to a court of competent jurisdiction within the State of Indiana. By execution of this Agreement, each Party consents to personal jurisdiction in the courts of the State of Indiana.

22. **Successors.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

23. **Entire Agreement.** This Agreement, and any additional exhibit attached hereto as an exhibit or incorporated herein by reference, constitute the entire understanding between the parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

24. **Effectiveness; Date.** This Agreement will become effective when both parties have signed it. The date of this Agreement will be the date this Agreement is

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signed by the last party to sign it (as indicated by the date associated with that party's signature).

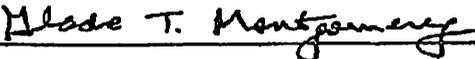
Each party is signing this Agreement on the date stated opposite that party's signature.

Date: 04-13-18

Board approved: 04-12-18

By: 
Peter Wong, Interim Chief Business Official
Program Participant or its legally authorized designee

Date: April 5, 2018

By: 
Glade Montgomery
Senior Vice President and Chief of Staff

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Project Lead The Way
 3939 Priority Way South Dr Ste 400
 Indianapolis IN 46240-3821

Invoice

Date 8/10/2020
 Invoice # 249447
 Terms Net 30
 Due Date 9/9/2020
 PO #
 Ship Date

Bill To

Attn: Accounts Payable
 San Ysidro School District
 4350 Otay Mesa Rd.
 San Ysidro CA 92173

Ship To

La Mirada Elementary
 222 Avenida De La Madrid
 San Ysidro CA 92173

Quantity	Item	Unit Price	Amount
1	PLTW Launch Participation-2020/2021 PLTW Launch Participation Fee - 2020/21 School Year per PLTW Agreement...**Due Date August 31, 2020**	\$950.00	\$950.00

To pay via EFT/ACH please utilize the following information:

Subtotal \$950.00

Bank Name: Old National Bank
 Bank Address: One Main Street, Evansville, Indiana 47708
 Beneficiary: Project Lead The Way, Inc - Operating Account
 Bank Account Number: 103369802
 Bank Routing Number: 086300012

Please forward your payment remittance advice to epayment@pltw.org

Total Tax (0%)	\$0.00
Total	\$950.00
Amount Paid	\$0.00
Balance Due	\$950.00



Project Lead The Way
 3939 Priority Way South Dr Ste 400
 Indianapolis IN 46240-3821

Invoice

Date 8/10/2020
 Invoice # 249448
 Terms Net 30
 Due Date 9/9/2020
 PO #
 Ship Date

Bill To

Attn: Accounts Payable
 San Ysidro School District
 4350 Otay Mesa Rd.
 San Ysidro CA 92173

Ship To

Ocean View Hills School
 4919 Del Sol Blvd
 San Diego CA 92154

Quantity	Item	Unit Price	Amount
1	PLTW Launch Participation-2020/2021 PLTW Launch Participation Fee - 2020/21 School Year per PLTW Agreement...**Due Date August 31, 2020**	\$950.00	\$950.00

To pay via EFT/ACH please utilize the following information:

Subtotal \$950.00

Bank Name: Old National Bank
 Bank Address: One Main Street, Evansville, Indiana 47708
 Beneficiary: Project Lead The Way, Inc - Operating Account
 Bank Account Number: 103369802
 Bank Routing Number: 086300012

Please forward your payment remittance advice to epayment@pltw.org

Total Tax (0%)	\$0.00
Total	\$950.00
Amount Paid	\$0.00
Balance Due	\$950.00



Project Lead The Way
 3939 Priority Way South Dr Ste 400
 Indianapolis IN 46240-3821

Invoice

Date 8/10/2020
 Invoice # 249449
 Terms Net 30
 Due Date 9/9/2020
 PO #
 Ship Date

Bill To

Attn: Accounts Payable
 San Ysidro School District
 4350 Otay Mesa Rd.
 San Ysidro CA 92173

Ship To

Smythe Elementary
 1880 Smythe Ave.
 San Ysidro CA 92173

Quantity	Item	Unit Price	Amount
1	PLTW Launch Participation-2020/2021 PLTW Launch Participation Fee - 2020/21 School Year per PLTW Agreement...**Due Date August 31, 2020**	\$950.00	\$950.00

To pay via EFT/ACH please utilize the following information:

Subtotal \$950.00

Bank Name: Old National Bank
 Bank Address: One Main Street, Evansville, Indiana 47708
 Beneficiary: Project Lead The Way, Inc - Operating Account
 Bank Account Number: 103369802
 Bank Routing Number: 086300012

Please forward your payment remittance advice to epayment@pltw.org

Total Tax (0%)	\$0.00
Total	\$950.00
Amount Paid	\$0.00
Balance Due	\$950.00



Project Lead The Way
 3939 Priority Way South Dr Ste 400
 Indianapolis IN 46240-3821

Invoice

Date 8/10/2020
 Invoice # 249914
 Terms Net 30
 Due Date 9/9/2020
 PO #
 Ship Date

Bill To

Attn: Accounts Payable
 San Ysidro School District
 4350 Otay Mesa Rd.
 San Ysidro CA 92173

Ship To

Sunset Elementary
 3825 Sunset Lane
 San Ysidro CA 92173

Quantity	Item	Unit Price	Amount
1	PLTW Launch Participation-2020/2021 PLTW Launch Participation Fee - 2020/21 School Year per PLTW Agreement...**Due Date August 31, 2020**	\$950.00	\$950.00

To pay via EFT/ACH please utilize the following information:

Subtotal \$950.00

Bank Name: Old National Bank
 Bank Address: One Main Street, Evansville, Indiana 47708
 Beneficiary: Project Lead The Way, Inc - Operating Account
 Bank Account Number: 103369802
 Bank Routing Number: 086300012

Please forward your payment remittance advice to epayment@pltw.org

Total Tax (0%)	\$0.00
Total	\$950.00
Amount Paid	\$0.00
Balance Due	\$950.00



Project Lead The Way
 3939 Priority Way South Dr Ste 400
 Indianapolis IN 46240-3821

Invoice

Date 8/10/2020
 Invoice # 249450
 Terms Net 30
 Due Date 9/9/2020
 PO #
 Ship Date

Bill To

Attn: Accounts Payable
 San Ysidro School District
 4350 Otay Mesa Rd.
 San Ysidro CA 92173

Ship To

Willow Elementary
 226 Willow Road
 San Ysidro CA 92173

Quantity	Item	Unit Price	Amount
1	PLTW Launch Participation-2020/2021 PLTW Launch Participation Fee - 2020/21 School Year per PLTW Agreement...**Due Date August 31, 2020**	\$950.00	\$950.00

To pay via EFT/ACH please utilize the following information:

Subtotal \$950.00

Bank Name: Old National Bank
 Bank Address: One Main Street, Evansville, Indiana 47708
 Beneficiary: Project Lead The Way, Inc - Operating Account
 Bank Account Number: 103369802
 Bank Routing Number: 086300012

Please forward your payment remittance advice to epayment@pltw.org

Total Tax (0%)	\$0.00
Total	\$950.00
Amount Paid	\$0.00
Balance Due	\$950.00



Project Lead The Way
 3939 Priority Way South Dr Ste 400
 Indianapolis IN 46240-3821

Invoice

Date 8/10/2020
 Invoice # 249259
 Terms Net 30
 Due Date 9/9/2020
 PO #
 Ship Date

Bill To

Attn: Accounts Payable
 San Ysidro School District
 4350 Otay Mesa Rd.
 San Ysidro CA 92173

Ship To

San Ysidro Middle School
 4345 Otay Mesa Road
 San Ysidro CA 92173

Quantity	Item	Unit Price	Amount
1	PLTW Gateway Participation-2020/2021 PLTW Gateway Participation Fee - 2020/2021 School Year per PLTW Agreement...**Due Date August 31, 2020**	\$950.00	\$950.00

To pay via EFT/ACH please utilize the following information:

Subtotal \$950.00

Bank Name: Old National Bank
 Bank Address: One Main Street, Evansville, Indiana 47708
 Beneficiary: Project Lead The Way, Inc - Operating Account
 Bank Account Number: 103369802
 Bank Routing Number: 086300012

Please forward your payment remittance advice to epayment@pltw.org

Total Tax (0%)	\$0.00
Total	\$950.00
Amount Paid	\$0.00
Balance Due	\$950.00



Project Lead The Way
 3939 Priority Way South Dr Ste 400
 Indianapolis IN 46240-3821

Invoice

Date 8/10/2020
 Invoice # 249451
 Terms Net 30
 Due Date 9/9/2020
 PO #
 Ship Date

Bill To

Attn: Accounts Payable
 San Ysidro School District
 4350 Otay Mesa Rd.
 San Ysidro CA 92173

Ship To

Vista Del Mar
 4885 Del Sol Blvd.
 San Diego CA 92154

Quantity	Item	Unit Price	Amount
1	PLTW Gateway Participation-2020/2021 PLTW Gateway Participation Fee - 2020/2021 School Year per PLTW Agreement...**Due Date August 31, 2020**	\$950.00	\$950.00

To pay via EFT/ACH please utilize the following information:

Subtotal \$950.00

Bank Name: Old National Bank
 Bank Address: One Main Street, Evansville, Indiana 47708
 Beneficiary: Project Lead The Way, Inc - Operating Account
 Bank Account Number: 103369802
 Bank Routing Number: 086300012

Please forward your payment remittance advice to epayment@pltw.org

Total Tax (0%)	\$0.00
Total	\$950.00
Amount Paid	\$0.00
Balance Due	\$950.00

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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.

The Principal at Vista Del Mar Middle School is requesting approval to enter into this agreement with Pear Deck, Inc. for a Full Premium Subscription Access for teachers and staff.

RECOMMENDATION:

Approve the agreement with Pear Deck, Inc. for the Full Premium Subscription Access at Vista Del Mar Middle during the 2020-21 school year at the total cost of \$1,980.00 from the C.A.R.E.S. 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 2020-2021 Budget?

Yes No

Requisition #

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



Pear Deck Quote

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.

Quote Details

Quote 00009016

Prepared for:

Vista Del Mar Middle School - San Ysidro (CA)
4885 Del Sol Blvd, San Diego, CA, 92154, United States

Primary School Google Domain:

Primary Contact: Irene Herrera-Cevallos, irene.herrera-cevallos@sysdschools.org

Billing Contact:

Service Length:

Start: Sep 1 2020 End: Aug 31 2021

Site license for the 2020-21 school year

Product	Description	Total Price
Building-Wide Premium Service	Full Premium Subscription Access for all teachers, staff and administrators for 12 months	\$ 1,980.00
Total		\$1,980.00

Terms and Conditions

Terms

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 at <https://goo.gl/DZzJTz>. 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.

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.

Name _____

Signature _____

Date _____

PO (optional) _____

Next Step

FOR FOLLOW-UP QUESTIONS: Please contact our Finance Team at finance@peardeck.com

ADDRESS

Pear Deck, Inc 308 E Burlington St #303, Iowa City, IA 52240-1602 Phone: (319) 209-5165 2018

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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peardeck.com



twitter.com/peardeck



hello@peardeck.com



facebook.com/peardeck



youtube.com/peardeck

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Pear Deck, Inc</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 308 E. Burlington St. #303</p> <p>6 City, state, and ZIP code Iowa City, IA 52240</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
4	6		4	4	7	6	5	6	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 1/7/2019
------------------	----------------------------	-----------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

FROM:
Educational Services Informational
Manuela Colom, Executive Director Action

AGENDA ITEM: PURCHASE AGREEMENT WITH COMMON GOAL SYSTEMS, INC. FOR THE FULL TEACHEREASE SOFTWARE PROGRAM

BACKGROUND INFORMATION:

The TeacherEase program helps implement Standards-based learning and differentiated instruction in the classroom. For many teachers and organizations, Standards-based education is a big change and requires great effort. TeacherEase supports this process by providing world-class tools that make Standards-based practices easier. TeacherEase also helps implement Standards-based learning and differentiated instruction in the classroom by providing world class tools that make practices easier. Finally, this program supports traditional and Standards-based grading, helps teachers save time, communicate with parents, and improve student performance

This year the middle school administrators requested to upgrade this membership to the Full TeacherEase Online Program to include Google Classroom integration, which will facilitate the instruction during distance learning.

Cost implications include access for teachers and administrators from our Middle Schools as follows:

<i>School</i>	<i>Teachers</i>	<i>Administrators</i>	<i>Total Cost</i>
San Ysidro Middle	35	4	\$4,079.50
Vista Del Mar Middle	22	2	\$2,746.99
<i>Total</i>			\$6,826.49

RECOMMENDATION:

Approve/Ratify the purchase agreement with Common Goal System, Inc. for the Full TeacherEase Software Program to serve as a parent communication portal for San Ysidro and Vista Del Mar Middle Schools at the total cost of \$6,826.49 from the Supplemental and Concentration 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 2020-2021 Budget?

Requisition #

Yes No

Yes No

\$6,826.49
(Amount)

Supplemental and Concentration Fund
(Name of funding source and/or location)

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

Superintendent's Office Certification:



COMMON GOAL
SYSTEMS INC

Common Goal Systems, Inc.
P.O. Box 392
Lake Forest, IL 60045
Phone: (630)592-4200
Fax: (630)566-4202
FEIN #36-4471064 W-9

Subscription Order Form

Order Form #3878

In accordance with the TeacherEase Terms of Service (version 7/2009), the school or district below ("the School") offers to enter into agreement with Common Goal Systems, Inc ("CGS") for the services ("Services"), period ("Period"), and payment terms ("Payment Terms") listed below.

The School	
School Name:	San Ysidro Middle School
District:	San Ysidro School District
Address:	4345 Otay Mesa Rd
City, State, Zip:	San Ysidro CA 92173
Phone:	619-428-5551

Services				
Item #	Description	Paid Licenses	Yearly Unit Fee	Yearly Fee
1	TeacherEase	35	\$108.10	\$3,783.50
2	Admins	4	\$74.00	\$296.00
Total:				\$4,079.50

Period
Start Date: 7/1/2020
End Date: 6/30/2021

Payment Terms
Due Upon Receipt

The undersigned, an authorized representative of the School, agrees to the TeacherEase Terms of Service (version 7/2009).

Name: Manuela Colom Title: Executive Director of Educational Services Email: manuela.colom@sysdschools.org Signature: Date:
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Instructions	
1	Complete and sign this order form
2	Attach a check or purchase order. Make checks payable to "Common Goal Systems, Inc."
3	Return to Common Goal Systems, Inc. P.O. Box 392 Lake Forest, IL 60045 Fax: (630)566-4202
4	If you have questions, call 630-592-4200 x150 or email jgranda@common-goal.com



COMMON GOAL
SYSTEMS INC

Common Goal Systems, Inc.
P.O. Box 392
Lake Forest, IL 60045
Phone: (630)592-4200
Fax: (630)566-4202
FEIN #36-4471064 W-9

Subscription Order Form

Order Form #3877

In accordance with the TeacherEase Terms of Service (version 7/2009), the school or district below ("the School") offers to enter into agreement with Common Goal Systems, Inc ("CGS") for the services ("Services"), period ("Period"), and payment terms ("Payment Terms") listed below.

The School	
School Name:	Vista del Mar Middle
District:	San Ysidro School District
Address:	4885 Del Sol Blvd.
City, State, Zip:	San Diego CA 92154
Phone:	619-661-0457

Services				
Item #	Description	Paid Licenses	Yearly Unit Fee	Yearly Fee
1	TeacherEase	21	\$123.55	\$2,594.55
2	Admins	2	\$76.22	\$152.44
Total:				\$2,746.99

Notes: Upgrade to full TeacherEase for Google Classroom integration.

Period
Start Date: 7/1/2020
End Date: 6/30/2021

Payment Terms
Due Upon Receipt

The undersigned, an authorized representative of the School, agrees to the TeacherEase Terms of Service (version 7/2009).

Name: Irene Herrera-Cevallos
Title: Principal
Email: irene.herrera-cevallos@syzdschools.org
Signature:
Date:

Instructions	
1	Complete and sign this order form
2	Attach a check or purchase order. Make checks payable to "Common Goal Systems, Inc."
3	Return to Common Goal Systems, Inc. P.O. Box 392 Lake Forest, IL 60045 Fax: (630)566-4202
4	If you have questions, call 630-592-4200 x150 or email jgranda@common-goal.com

Terms of Service

This agreement is made and entered into by Common Goal Systems, Inc ("CGS"), an Illinois Corporation with its principal place of business at 188 Industrial Drive, Elmhurst, Illinois 60126, and the School for the Services, Period, and Payment Terms as defined in the TeacherEase Order Form. The TeacherEase Order Form and TeacherEase Terms of Service (version 5/2015), when accepted, constitutes the entire agreement ("Agreement") between the parties.

The School: When the School is referenced in this agreement, all terms referenced shall apply to any and all users from the School, which may include administrators, professionals, teachers, employees, and agents from the School. The School is responsible for its users' conformance to the agreement.

As Is: The School understands that the Services are provided "as is." CGS will make its best effort to maintain a properly functioning system and will respond to any malfunction as expeditiously as possible under the circumstances in existence when the non-conformance occurs. CGS makes no guarantee that the users and/or subscribers will not experience downtime, malfunction or problems due to network issues, software bugs, system failures, and/or unforeseen circumstance outside the control of CGS.

Third Party Fees: The Services need to be accessed via the Internet, the School is responsible for maintaining the infrastructure required to access the Services, at its own expense.

Payment: The Total Yearly Fee is due in full as specified by the Payment Terms. When applicable, CGS will handle payments through its partner, WePay, as a third party, in which all parties are subject to its [Privacy Policy](#) and [Terms of Service](#). In the event the School fails to pay, CGS reserves the right to cancel immediately this Agreement in its entirety, suspend the Services, and seek full remedies for the School's default.

Privacy: The Services store data of a confidential nature. CGS will not knowingly disclose or disseminate any confidential information to third parties without prior consent of the School. CGS may inspect certain confidential information for the purpose of system maintenance and to verify correct system operation.

Collection of Data From Children under age 13: The Child Online Privacy Protection Act (COPPA) requires parental consent for online collection of personal information from children under 13. The School acting as an agent of parents grants consent to CGS to collect children's personal information for educational purposes only. CGS is not allowed to use or disclose personal information for non-educational purposes.

Security: The Services have been designed to withstand breaches in the system from unknown entities. CGS will maintain the technical security of the Services to prevent unauthorized viewing of data; unauthorized modification of data; and denial of service to the user base.

Password Protection: Each user of the School will receive an account and password to access the Services. The School is responsible for maintaining the confidentiality of the account and password information. The School is fully responsible for all activities that occur under its password or account and by its users. The School understands and accepts that CGS cannot be held liable for any loss or damage arising from the School's failure to comply with this paragraph.

Data Integrity: The Services are regularly backed up. In the unlikely event that the Services should experience system failure, CGS will make its best efforts to return the system to its exact state as it existed prior to the failure. In the event this is not possible, the most recent backup will be restored. The School understands that such loss of data can occur.

System Availability: The Services have been designed to provide a highly available environment. However, the Services may become temporarily unavailable due to upgrades, system maintenance or unforeseen technical issues. In these instances, CGS will make its best effort to return the system to its functioning state as soon as feasible. The School understands and accepts that said temporary system unavailability may occur throughout the duration of this Agreement.

Responsibility for Content: The Services function as a communication device between the School and surrounding communities. The content of these communications are the sole responsibilities of the users from which this content originated. CGS does not control the content posted and, as such, does not guarantee the accuracy, integrity or quality of such content. CGS will not be liable in any way for content.

No subscriber, customer or user may upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way content, software or other material that is protected by copyright or other proprietary right, without obtaining any required permission of the owner. Any material shared by the Service must conform with the Content Sharing Agreement (version 10/2013).

Member Conduct: Users shall not explore the Services and attempt to find security weaknesses. Any attempt to "hack" into the Services will result in suspension of the user's privileges and notification of the School.

Modifications to the Services: In an effort to improve quality, reliability, performance and features, CGS shall make changes to the Services throughout the duration of this Agreement. CGS reserves the right to modify the Services without notice. CGS shall not be liable for any modification, suspension or discontinuance of the Services or any part of the Services. CGS will make the final decision as to any/all changes made to the Services.

Indemnity: The School agrees to indemnify and hold CGS and its officers, agents, employees, and other partners harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of its use of the Services and any of the subject matter set forth in this Agreement.

Extension of Agreement: On or before the end of the Period, CGS may invoice the School for an additional calendar year of the Services. The fees may be the same or may increase up to 10% annually to reflect the current pricing of the Services. If the School chooses to pay the invoice, the School will receive the Services for an additional calendar year under the existing terms of the Agreement.

Disclaimer of Warranties: The School expressly understands and agrees that the use of the Services is at its sole risk. The Services are provided on an "as is" basis. CGS expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, or fitness for a particular purpose and non-infringement. CGS makes no warranty that: 1) the Services will meet your requirements; 2) the Services will be uninterrupted, timely, secure or error-free; 3) the information obtained from the Services will be accurate or reliable; and 4) any errors in the Services will be corrected. No advice or information, whether oral or written, obtained by the School from CGS or through or from the Services shall create any warranty not expressly stated in this Agreement.

Limitation of Liability: The School expressly understands and agrees that it will not hold CGS liable for any direct, indirect, incidental, special, consequential or exemplary damages resulting from: 1) the use or the inability to use the Services; 2) the cost of procurement of substitute services; 3) unauthorized access to or alteration of the School's data; and/or 4) any other matter relating to the Services. Without waiving the foregoing limitation of liability, in the event the School should pursue any cause of action under this Agreement involving CGS, at CGS's discretion it may terminate the Agreement by refunding the subscription fee paid for the current year.

General Information: The terms of this Agreement constitute the entire agreement between the School and CGS and govern the School's use of the Services, superseding prior agreements between the parties. This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of law provisions. The School and CGS agree to submit to the personal and exclusive jurisdiction of the state court located within the County of DuPage, Illinois or if the claim is federal in nature, to the Northern District of Illinois. The failure of CGS to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. The School agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Attorney Review: The parties understand and agree that they have had the opportunity to review this Agreement with an attorney and have read and fully understand the content and the terms set forth in this Agreement.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

FROM:
Educational Services,
Manuela Colom, Executive Director

Informational
 Action

AGENDA ITEM: DOCUMENT TRACKING SERVICES LICENSING AGREEMENT

BACKGROUND INFORMATION:

Document Tracking Services (DTS) provides small businesses; public/private school systems and the real estate industry an easy-to-use, web-based application that allows these different entities to create, edit and track critical documents. The idea behind our effective web-based application is to streamline and provide a consistent way organizations and companies create documents while providing significant cost savings as well as re-directing staff resources. Our web-based application completely eliminates faxing documents; provides more flexibility to staff work schedules (clients can access from anywhere) and provides 100% accountability in tracking their documents and/or reports.

The maximum number of documents per school districts is five (5). Our District is using this service for:

1. 2020 Single Plan for Student Achievement (CDE template)
2. Other templates as needed

This agreement effective November 15, 2020 is made and entered into by San Ysidro Elementary School District as Licensee and Document Tracking Services (DTS) as Licensor. The term of the agreement is for one (1) year from the effective date on the license agreement.

RECOMMENDATION:

Approve the license agreement between Document Tracking Services (DST) and the San Ysidro School District to ensure accountability is met effective November 15, 2020 at the total cost of \$2,500.00 from General fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$2,500.00

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



LICENSING AGREEMENT

This Agreement effective **November 15, 2020**, is made and entered into by **San Ysidro Elementary School District** as Licensee and Document Tracking Services (DTS) as Licensor each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
 - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
 - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
 - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.



- I. License Fee. Licensee shall pay a fee of **\$2,500**.
- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
 - (i) Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
 - * Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
 - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.
- Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Date: September 2, 2020

Licensee

By: _____

Date: _____

San Ysidro Elementary School District



Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2020 School Plan for Student Achievement (CDE Template)
2. Others to be identified as needed.



September 2, 2020

San Ysidro Elementary School District
1350 Otay Mesa Road
San Ysidro, CA 92173

Re: Document Tracking Services

INVOICE #9217307

Pursuant to the licensing agreement between San Ysidro Elementary School District and Document Tracking Services (DTS):

Document Tracking Services

Document Tracking Services [11/15/20 to 11/15/21]: \$2,500
9 schools and District Personnel = 10 sites
License Agreement includes up to 5 documents

Total Balance Due: \$2,500

Please Make Checks Payable To: Document Tracking Services

Send to:

Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Thank you!

Approved Per Payment (Signature)

Name/Role (Printed)

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

FROM:
Preschool & Child Development Programs
Lorena Varela-Reed, Director

Informational
 Action

AGENDA ITEM: APPROVE AGREEMENT WITH EPISCOPAL COMMUNITY SERVICES
(ECS) HEAD START FOR FISCAL YEAR 2020-21

BACKGROUND INFORMATION:

A Memorandum of Understanding is required to enter into agreement between San Ysidro School Elementary School District and ECS Head Start for the purpose of providing Preschool & Child Development programs for children three and four years of age during the fiscal year 2020-2021.

Head Start has a long tradition of delivering high quality services designed to foster healthy development in low-income children and their families. Program benefits include a range of individualized services in the areas of education and early childhood development; medical, dental, and mental health; nutrition; family social services; and family engagement, including training and workshops for parents.

The monies will be used in 2020-21 to fund two (2) preschool classes at the Preschool & Child Development Center (CDC) and two (2) preschool class at Sunset Preschool.

RECOMMENDATION:

Approve agreement between San Ysidro Elementary School District and ECS Head Start for fiscal year 2020-2021.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$396,000.00

(Amount)

Preschool & Child Development
ECS Head Start Account

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY55

This Agreement is made on September 1, 2020, between EPISCOPAL COMMUNITY SERVICES (ECS), a California nonprofit corporation, with its principal place of business at 401 Mile of Cars Way Suite 350 National City, CA. 91950, and PRESCHOOL AND CHILD DEVELOPMENT PROGRAMS SAN YSIDRO SCHOOL DISTRICT ("Provider") with its principal place of business at 1880 Smythe Ave. San Ysidro CA. 92173. ECS and Provider are collectively referred to herein as the "Parties" or time to time individually as a "Party."

RECITALS - WITNESSETH

Whereas:

- A. ECS will enter into a MEMORANDUM OF UNDERSTANDING (MEMORANDUM) for Program Year (PY) 55 with the Neighborhood House Association (NHA) for the Head Start Program of San Diego County effective September 1, 2020 through June 30, 2021. A copy of the MEMORANDUM, including attachments, is available at the offices of ECS and shall be furnished to Provider upon request.
- B. As part of the obligations set forth in the MEMORANDUM, ECS has agreed to provide copies of the New 2016 Federal Head Start Performance Standards and other federal requirements, policies and procedures, forms and samples of record keeping systems to Provider to ensure compliance with Head Start/Early Head Start guidelines.
- C. NHA received a grant under Title II-A of the Economic Opportunity Act of 1974, as amended, from the Administration of Children, Youth and Families of the United States Department of Health and Human Resources, requiring NHA to administer the Head Start Program in San Diego County.
- D. Pursuant to the MEMORANDUM, ECS is a Delegate Agent to NHA to serve Head Start eligible children in accordance with the ECS Grant Application submitted to NHA (ECS Grant Application). A copy of the Grant Application is available at the offices of ECS and shall be furnished to Provider upon request.
- E. Provider is a school district registered with facilities licensed by the State of California, Community Care Licensing to provide educational instruction to children 3 to 5 years of age and their families.
- F. ECS desires to retain the services of Provider to assist ECS in the performance of its duties and obligations pursuant to the MEMORANDUM and the ECS Grant Application.



HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY55

G. Provider desires to assist ECS with its duties and obligations as outlined in the MEMORANDUM and Grant Application.

1. INCORPORATION OF RECITALS

1.1 Incorporation of Recitals. The previous RECITALS are incorporated herein as though set forth in full.

2. TERM OF AGREEMENT

2.1 Initial Term. This Agreement will become effective on September 1, 2020, and will continue in effect through June 30, 2021, unless terminated earlier in accordance with provision in Section 8: Termination. If Provider: (a) fully performs as required herein; and (b) continues to operate, at its current level, as a preschool program licensed by the California Community Care Licensing, it is the intent of ECS to consider renewal of this Agreement beyond the initial term.

3. SERVICES TO BE PERFORMED BY PROVIDER

3.1 Specific Services. Provider agrees to perform the services specified in the "Description of Services" attached hereto as Exhibit A-G and incorporated herein by reference. These services shall be provided at certain licensed childcare preschool centers identified in EXHIBIT "A" (the "Sites").

3.2 Method of Performing Services. Provider will determine the method, details, and means of performing the services described in the Exhibit A-G, "Description of Services"

3.3 Status of Provider. Provider enters into this Agreement, and will remain throughout the term of the agreement, as an Independent Contractor. Provider agrees that Provider is not and will not become an employee, partner, agent, or principal of ECS while this Agreement is in effect. Provider agrees that it is not entitled to rights or benefits afforded to the employees of ECS, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Provider is responsible for providing, at its own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for Provider and for its



HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY55

employees and subcontractors.

3.4 Payment of Income Taxes. Unless otherwise exempt from the payment of income taxes, Provider is responsible for paying all income taxes, including estimated taxes, incurred as a result of the compensation paid by ECS for services under this Agreement. On request, Provider will provide ECS with proof of timely payment. Provider agrees to indemnify ECS for any claims, costs, losses, fees, penalties, interest, or damages suffered by ECS resulting from the failure of the Provider to comply with this provision.

4. COMPENSATION

4.1 Payment of Compensation. Provider will be paid in accordance with the terms and conditions set forth in the "Schedule of Payments" attached hereto as Exhibit B.

5. OBLIGATIONS OF PROVIDER

5.1 Provider must inform ECS when new District Employees become employed throughout the program year, to ensure clearances are properly processed.

5.2 Medical Exam. New District Employees newly assigned to Head Start will schedule a physical exam, TB screening/assessment thru ECS's Medical Provider **before** they work with the Head Start children and **there after every four years.**

5.3 Immunization. Provider shall comply with California Health and Safety Code 1596.7995, and Community Care Licensing effective September 1, 2016, regarding immunizations for persons employed or volunteering at pre-school centers.

5.4 Back Ground Check. New District Employee will get a back-ground check from Community Care Licensing thru ECS's designated live scan provider, before they work with the Head Start children.

5.5 Mandated Reporter Training-District Employees assigned to Head Start Classrooms must take the Community Care Licensing Mandated Reporter



HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY55

training within 90 days and **there after every year.**

- 5.6 Integrated Pest Management Training: District Employees assigned to Head Start Classrooms must complete the IPM training for Child Care Providers **within 90 days and there after every year.**

Non-Exclusive Relationship. Provider may represent, perform services for, and contract with as many additional clients, persons, or companies as Provider sees fit.

- 5.7 Facilities, Tools, Materials, and Equipment. Unless otherwise specified, Provider will supply all facilities, tools, materials, and equipment required to perform the services under this Agreement. Workers' Compensation. At all times during the term of this Agreement, including any extensions or renewals, Provider agrees to provide workers' compensation insurance for its employees and agents and agrees to hold harmless and indemnify ECS for any and all claims arising out of any injury, disability, or death of any of Provider's employees or agents. Provider will furnish ECS with a Certificate of Insurance evidencing compliance.
- 5.8 ECS will provide workers' compensation insurance for ECS staff stationed on Provider's premises.
- 5.9 Errors and Omissions Insurance. During the term of this Agreement, including any extensions or renewals, Provider agrees to maintain a policy of insurance in the minimum amount of two million dollars (\$2,000,000) naming ECS and NHA as additional insured to cover any negligent acts or omissions committed by Provider or its employees or agent during the performance of any duties under this Agreement. In addition, Provider agrees to indemnify and hold ECS free and harmless from any and all claims arising from any such negligent act or omission. Provider will furnish ECS with a Certificate of Insurance evidencing compliance.
- 5.10 Liability Insurance. Provider shall provide comprehensive liability insurance with a minimum combined single limit coverage of \$2,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof: arising from each occurrence. Deductible shall be subject to approval by Episcopal Community Services.



HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY55

Provider shall name Episcopal Community Services and its officers and employees as additional insureds on an endorsement as to all service performed by Provider under this agreement. Said policies shall constitute primary insurance as to Episcopal Community Services, the State and Federal Governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under the Provider's insurance policy or policies. Provider will furnish Episcopal Community Services with a Certificate of Insurance evidencing compliance.

- 5.11 Certificate of Insurance. Provider shall provide ECS with (a) certificate(s) of insurance and endorsement(s) evidencing liability, worker's compensation, and student accident insurances as a pre-requisite to signing this Agreement. If the Provider should renew the insurance policy (ies) or acquire either a new insurance policy (ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Agreement, then the Provider shall provide (a) current certificate(s) of insurance. The insurance policies provided by the Provider shall include a provision for thirty (30) days written notice to ECS before cancellation or material changes of the above specific coverage. The Provider shall notify ECS of any changes that occur during the life of this agreement.
- 5.12 Employee Dishonesty Bond. Provider shall provide an Employee Dishonesty Bond with a minimum limit of \$50,000.
- 5.13 Student Accident Insurance. Provider shall maintain for the term of this Agreement, student accident insurance in the amount of not less than: Accidental Dismemberment - \$10,000.00.
- 5.14 Indemnity. To the extent permitted by law, Provider shall indemnify, hold harmless and defend ECS and its officers, directors, agents and employees from and against any and all liabilities, obligations, damages, costs, losses, and expenses (including reasonable attorneys' fees), in litigation commenced by or against Provider and all claims, demands, actions or judgments or damages to or loss of property or profits resulting in whole or in part from any act, omission, negligence, fault or violation of



HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY55

law or ordinance, associated with Provider's operation of the Sites and any transactions arising out of or related to this Agreement, including Provider's hiring, employment and/or management practices. Such indemnification by Provider shall apply unless such damage or injury results from the sole negligence or willful misconduct of ECS its officers, directors, agents or employees. The obligations under this section shall survive the termination of this Agreement.

5.15 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Provider without the prior written consent of ECS.

6. WARRANTIES AND REPRESENTATIONS OF PROVIDER

6.1 License. Provider warrants and represents that it is currently licensed by the State of California as a child care facility. A copy of the current license must be provided to ECS. Provider will inform ECS Head Start of all Community Care Licensing (CCL) incidents reports and CCL site visits within 24 hours. ECS Head Start administration will inform NHA.

6.2 Background Checks. State of California licensing requirements include background checks of Provider's Director, all staff and employees before the initial start date of the contract and/ or assignment to any ECS Head Start classroom. Provider warrants and represents that exemptions have not been granted by the State of California for its Director, staff or employees. If Provider wishes to us exempt employees under this Agreement, it shall first obtain written permission from ECS in writing.

6.3 Absence of Lawsuits. Provider warrants and represents that there are no lawsuits, judgments, levies, actions or proceedings (legal or administrative) pending or threatened against it or affecting its facilities, of any type whatsoever.

6.4 Qualification and Skills. Provider warrants and represents that it has fully reviewed the Head Start Program Performance Standards contained in 45 CFR 1304, and has the qualifications and skills necessary to perform the applicable services specified therein, including, but not limited to 1302.90, 1302.91, 1302.92, 1302.93, under this Agreement. Failure to perform all the services required under this Agreement constitutes a material breach of the agreement. Provider has complete and sole discretion for the manner



HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY55

in which the work under this Agreement will be performed. (See Operational Guidelines under Provider Professional Development).

Performance of Obligations and Duties. Provider warrants and represents that it will not take any action that would result in or cause ECS to breach its obligations pursuant to the MEMORANDUM.

6.5 Debarment, Suspension, Termination and/or Revocation.

A. Provider hereby certifies to the best of its knowledge that neither it, any of its principals, nor any subcontractor to be used in the performance of this Agreement:

(1) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

(2) Has within a three (3) 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 obtaining, attempting to obtain or performing a public (federal, California or local) transaction or contract under a public transaction; violation of federal or California antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(3) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, California or local) with commission of any of the offenses enumerated in subsection 2 of this Section 6.0; and,

(4) Has within a three (3) year period preceding this Agreement had one or more public (federal, California or local) transactions terminated for cause or default.



HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY55

B. If unable to certify to the best of its knowledge the statements set forth above, Provider and/or any of its principals shall attach to this Agreement an account of the circumstances and any explanations therefore.

C. Provider further agrees to request this certification from any subcontractors that perform services under this Agreement.

7. OBLIGATIONS OF EPISCOPAL COMMUNITY SERVICES (ECS)

7.1 Cooperation of ECS. ECS agrees to comply with all reasonable requests of Provider and provide access to all documents reasonably necessary to the performance of Provider's duties under the Agreement.

7.2 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by ECS without the prior written consent of Provider.

8. TERMINATION OF AGREEMENT

8.1 Expiration of Agreement. Unless otherwise terminated or extended as provided in this Agreement, this Agreement will continue in effect until the end of the term as specified in Section 2: Term of Agreement.

8.2 Extension of Agreement. ECS may extend the term of this Agreement for a period not to exceed one (1) year from the expiration of the original term by giving Provider written notice no later than 60 days prior to the termination date, setting forth the new term.

8.3 Termination.

8.3.1 Upon reduction or elimination of funding under the Memorandum, ECS may terminate this Agreement upon issuance of written notice.

8.3.2 ECS may terminate this Agreement prior to the end of the term as specified in Section 2: Term of Agreement, by giving Provider thirty days (30) prior written notice of its intention to terminate this Agreement.



HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY55

- 8.4 Termination on Occurrence of Stated Events. This Agreement will terminate automatically on the occurrence of any of the following events:
- 8.4.1 Bankruptcy or insolvency of either party.
 - 8.4.2 Revocation or loss of Provider's California Community Care (CCL) license as a preschool program. A letter is to be submitted to ECS from the Provider if license is lost.
 - 8.4.3 Any act, or failure to act, or alleged act or alleged failure to act, by Provider that may result in the loss of Provider's license as a California Community Care Licensed Preschool program.
 - 8.4.4 The termination or material modification of the MEMORANDUM between ECS and NHA, such that ECS can no longer comply with its terms and conditions, or those contained in this Agreement.
 - 8.4.5 A finding by ECS in its sole and absolute discretion that the health, safety or welfare of one or more of the Head Start eligible children is or may be threatened, jeopardized, or in any way compromised by the continuation of the services provided herein.
 - 8.4.6 Cessation of funding for this Agreement by any source, including Federal or NHA monies.
 - 8.4.7 On the occurrence of any of these state events, ECS shall notify Provider in writing at which time this Agreement will automatically terminate. In its sole discretion, ECS may provide District with additional notice prior to the effective date of termination.
- 8.5 Termination for Default. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:



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The failure of ECS to pay Provider any compensation due within 30 days after written demand for payment, unless such failure results from Provider's failure to perform the services hereunder.

- 8.5.1 Provider's failure to complete the services specified in Description of Services (Exhibit A-G) and Schedule of Payments (Exhibit B).
- 8.5.2 Provider's breach of any warranty, representation or agreement contained in this Agreement.
- 8.5.3 ECS' breach of any warranty, representation or agreement contained in this Agreement.
- 8.5.4 Upon Termination. In the event of Termination, Provider shall return and provide to ECS all loaned equipment, children/family files, financial records, unused materials, final reports, furnished curriculum materials and any other such items as made available to the Provider by ECS or required by this Agreement to be maintained by the Provider. If this Agreement is terminated because Provider failed to perform properly any of its obligations, the cost to ECS of completing Provider's performance shall be deducted from any sum due Provider under this Agreement, without prejudice to ECS's rights otherwise to recover its damages. Further, in the event of termination, all children participating in this Agreement shall remain with ECS under the Head Start/Early Head Start program and shall no longer participate in said program with the Provider.

9. REPORTING REQUIREMENTS

- 9.1 Reports and Assessments. Provider will maintain and retain detailed reports and assessments on all children participating in the Head Start Program. Provider will submit to ECS such reports set forth in Exhibit A which includes: Monthly In-Kind, list of loaned equipment or materials, and children files. Provider's failure to submit the required reports and assessments to ECS may result in withholding of payment to Provider.



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- 9.2 Retention of Records. At the completion of the term as specified in Section 9.2: Term of Agreement. Provider shall return and provide to ECS all loaned equipment, children/family files, financial records, unused materials, final reports, furnished curriculum materials and any other such items as made available to the Provider by ECS or required by this Agreement to be maintained by the Provider. Additionally, Provider shall retain all records and reports relating to the performance of its duties and obligations hereunder for a period of five (5) years following the expiration or termination of this Agreement.
- 9.3 Copies of Records. Provider and ECS shall have joint access to records or reports upon request. ECS shall have the right to copy such reports or records at its expense.
- 9.4 Right of Inspection and Audit. Provider shall maintain and/or make available within San Diego County accurate books and accounting records (at a minimum, a basic listing of income/receipts and expenses) relative to all its activities. Provider will permit ECS to audit, examine and make excerpts or transcripts from all data and records, and to make audits of all invoices, materials, payrolls, records and personnel and other data relating to all matter covered by this Agreement. Provider shall maintain such data and records for a period not less than five (5) years. Any Federal agency or ECS funding source having an interest in the subject of the Agreement and must make repayment to ECS shall have the same rights conferred upon ECS. Provider is liable for any disallowances resulting from such inspections or audits.

10. DISCRIMINATION

- 10.1 Discrimination. Provider has been retained to assist ECS to administer the Head Start program. The Head Start program has, as its very basis, a goal of providing economically disadvantaged children and their families an opportunity to get a head start in the educational processes of children. In this regard, the Provider will not discriminate against any employee or applicant for employment in its Head Start program because of race, creed, color, national origin, sex, age, physical handicap, religion, sexual orientation or economic background. Provider will comply



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with the requirements concerning discrimination and compliance information set forth in regulations promulgated by the Administration for Children, Youth and Families Department of Health and Human Resources pursuant to the Civil Rights Act of 1964. Provider agrees to execute all available governmental prepared forms to confirm this non-discrimination provision.

11. GENERAL PROVISIONS

- 11.1 Notices. Any notices required to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.
- 11.2 Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Provider for ECS and contains all of the representations, covenants, and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.
- 11.3 Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.
- 11.4 Arbitration. Any controversy between the parties to this Agreement involving the construction or



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application of any of the terms, covenants, or conditions of this Agreement will, on the written request of one party served on the other, be submitted to arbitration. The arbitration will comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. The parties will each appoint one person to hear and determine the dispute. If those two persons are unable to agree, then they will select a third impartial arbitrator whose decision will be final and conclusive on both parties. The cost of arbitration will be borne in a proportion the arbitrators determine.

- 11.5 Attorneys' Fees. If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 11.6 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.
- 11.7 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.



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IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of ECS and Provider, and do hereby agree to the full performance of the conditions and covenants herein contained, and have caused this document to be executed by setting hereto their names, titles, signatures and date:

Episcopal Community Services "ECS"

By: _____

Signature

Mindy Mallie CFO/CAO

Print

Title

Dated: _____

**PROVIDER - [San Ysidro
School District_____]**

By: _____

Signature

Gina A. Potter, Ed.D. Superintendent

Print

Dated: September 17, 2020



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EXHIBIT A DESCRIPTION OF SERVICES

SERVICES CONDUCTED BY PROVIDER:

1. Provide a Healthy and Safe Environment in accordance with the Head Start Performance Standard, ECS Head Start Standard Health and Safety Checklist and Community Care Licensing Regulations.
2. Provide Virtual educational services for Head Start eligible children until it is safe to resume in-person services as approved by State and Local agencies. Services to families shall be for no less the 145 days during contracted period, Monday through Thursday 1.5 Hours and Fridays 45 minutes weekly. Provider shall to the best of their ability ensure that One Hundred Percent (100%) enrollment is achieved on, the first-class day of Head Start, as established by and reported to the Office of Head Start, and maintained for the duration of the Agreement by providing Head Start services to 80 children and their families.
3. Provide Daily Child Development Services as follows:

San Ysidro Child Development Center:

- a) Although full enrollment may not be obtained, these slots are to remain available to Head Start for the contracted period.
- b) Provider will operate two (2) part day virtual or in person classes of 20 children.
- c) In-Person Services:
 - Monday through Thursday - At least (3.5) hours, not to exceed (4) hours per service day per child as stated 1302.21 Head Start Performance Standards.
 - Hours of service (operations in-person) at SYCDC Head Start part day will be 8:00 am to 11:30 pm



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Sunset Preschool:

- a) Although full enrollment may not be obtained, these slots are to remain available to Head Start for the contracted period.
 - b) Provider will operate two (2) part day virtual or in person classes of 20 children.
 - c) In-Person Services:
 - Monday through Thursday – At least (3.5) hours, not to exceed (4) hours per service day per child as stated 1302.21 Head Start Performance Standards.
 - Hours of service (operations in-person) at Sunset Head Start part day will be 8:00 am to 11:30 pm
4. Include Head Start eligibility requirements and pertinent information on the District recruitment materials such as flyers (signs must include the statement “Head Start classroom is funded by Neighborhood House Association”), website etc., for distribution to the community to ensure Head Start is part of the Preschool and Child Development Programs San Ysidro School District information.
 5. Provide recruitment information to individuals interested in the Head Start program, including information about Head Start permitting children who are not potty trained to participate.
 6. Ensure Head Start application are properly routed to ECS Head Start Eligibility office for eligibility determination and to go through the ECS Head Start prioritization and selection process. All applicants to the Head Start program will be eligible to request all Head Start program options (including center-base, home base and family child care options) if not selected for Provider’s location.
 7. Provide a daily non-shared work space, including a desk, phone and file cabinet with a lock and key, for the Head Start Family Support Technician near the Head Start classrooms, once in-person classes resume.
 8. Allow compliance assurance (planned and unplanned) visits by grantee NHA and ECS Head Start staff during ECS Head Start hours of service, including site and document/record review.



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9. Maintain confidentiality of Head Start children, and family information and their records. These records are to be kept in a cabinet with a lock and key and secure location. Follow all FERPA, ECS Privacy Policy and HIPPA regulations.

 10. Provide Daily Attendance Sign-In Sheet forms for children participating in the virtual or in person program. The Attendance Sign-In Sheet copies are given to the ECS Head Start Family Support Technician daily.

 11. Prohibits expulsion and suspension of Head Start children.

 12. The Teachers will provide child development services as specified in the Head Start Performance Standards to include the following Services:
 - a) Developmental assessments, the Desired Results Developmental Profile 2015 for Head Start children 3 times per year, ensuring the DRDP scores are entered into DRDP-on line, according to the ECS Head Start Education timeline.

 - b) Developmental screening tools, the ASQ-3 and ASQ-SE as approved by ECS, including the scoring of both screening tools and teachers sharing the results with parents using the ASQ's Notification form within the 45-day timeline.

 - c) Maintain an individualized portfolio as specified by ECS on all Head Start Children.

 - d) Implementing daily tooth brushing in the classroom schedule if allowed, which includes providing the cups for tooth brushing. ECS will provide the toothbrushes, toothpaste and sanitizing system.

 - e) Implement Kinder Transition activities throughout the year with the children and parents.

 13. The Teachers will provide for individualized education for each Head Start child using the ECS Weekly lesson plan or equivalent, ensuring documentation of individualization on the weekly lesson plan section.
 - a) Individualization will focus on



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developmentally appropriate learning experience in language. For Dual Learners, teaching practices will focus both English language acquisition and the continued development of home language.

14. Implement a scientifically research-based early childhood education curriculum as defined by the Head Start Act and the Head Start Performance Standards and approved by ECS.
 - a) Curricula will be aligned to the Head Start Early Learning Outcomes Framework: Ages Birth to Five.
 - b) Staff will effectively implement curricula and monitor and report twice a year per class the curriculum implantation and fidelity for continuous improvement of its implementation through the system of training and professional development.
15. The Teachers will conduct no less than two (2) Parent/Teacher conferences and two (2) Home Visits with the parents of Head Start children for discussing the development and/or transition of the child within the ECS Head Start timeline.
16. The Teachers will provide, document and submit Home Center Activities for each Head Start child using the ECS Home Center Activity form or equivalent.
17. Document all parent participation or volunteer efforts on ECS Head Start in-kind forms. Must meet the required amount of in-kind i.e. "in-kind parental volunteer time" during the program year.
18. Establish a parent information board in an approved area in/or near classroom. The information board must include the statement "This Head Start classroom is funded by Neighborhood House Association".
19. Participate in monthly Head Start shared governance center committee meetings on-site with parents of enrolled children.
20. Offer meals and snacks that conform to Community Care Licensing and CACFP/School Lunch nutrition standards; provide 1/3 of the daily nutritional requirements for part day children.



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21. Abide by the ECS Head Start Discipline policy and Head Start Code of Conduct.
22. Maintain copies of all records and documents on site. Copies of required documents to be maintained include but are not limited to Teacher's: CPR/First Aid certification, Physical and TB documentation, immunizations required by Community Care Licensing and evidence of educational units earned in support of provision of services.
23. In collaboration with ECS's Health and Safety Protocols provided by ECS, which may be modified from time to time, including (in person services):
- Correcting in a timely manner any findings reported after the monthly Health and Safety monitoring conducted by ECS Head Start staff.
 - Submitting all Corrective Action Taken/Plans in writing, if there were any Health and Safety findings.
 - Completing and maintaining the Daily indoor/outdoor Inspections form
 - Completing and maintaining the ECS Head Start "Classroom Summary"
 - Maintaining the First Aid Kits (indoor and outdoor) to ensure it has ample supplies
 - Ensuring the ECS compliance notices are posted in all Head Start classrooms (i.e First Aid chart, Fire/Earthquake drills, etc.)
 - Ensuring Rescue Medication (i.e. Epi-Pen and inhalers) are accessible to Teachers including outdoor playtime.
 - Use outdoor and classroom transition safety per the Head Start protocols.
 - Use of door dingers on all exit doors.
 - Raising of gates and latches to appropriate heights as required by grantee (NHA)
 - Use of Safety Ropes during outdoor transition activities (when applicable)
 - Implement the Exit Pass protocol process daily.
 - Implement the "Active Supervision Protocol" which includes the Six Strategies to keep children safe: Set up the Environment, Position Staff (i.e. zoning) Scan and Count, Listen, Anticipate Children's Behavior, Engage and Redirect. (Exhibit G).
 - Annual Fire inspections by certified Inspectors will be conducted and a copy given to ECS Manager at the beginning of each school year and ongoing throughout the year as required to be in a current status.

24. In the time period established by ECS, Provider agrees to the following:

A. Utilize an approach to

Child Development and



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Early Childhood Education that is developmentally and linguistically appropriate and recognizes the individual development rates among children. This approach should also be inclusive of children with disabilities.

B. Keep the necessary records to maintain compliance with the Head Start Performance Standards, e.g., enrollment, attendance, educational screenings, etc.

C. Children's attendance shall be highly promoted, children cannot be dropped for excessive absences or tardiness unless all efforts are looked into by the designated Family Support Technician.

D. Support each parent's participation in the Agreement process for the purpose of establishing family goals, responsibilities, timetables and strategies for achieving these goals as well as progress in achieving them.

E. Use its best efforts to promote participation in the Head Start governance process to parents with pre-school age children between the ages of three and five years old, e.g., notification of center committee meetings.

F. The Teachers will conduct and document regular monthly emergency/evacuation drills once in-person classes resume. Documentation shall be made available to ECS staff.

G. By January 15, 2019 ensure at least ten percent (10%) of the children enrolled at the Sites have an active IEP as defined in 45 CFR Part 1305. Provider shall adhere to all Head Start Program Performance Standards on Services for Children with Disabilities 1302.61).

H. Work collaboratively with the ECS Head Start staff, when it is determined that an enrollment vacancy exists, to fill this vacancy immediately with the next eligible child on the ECS Wait List, throughout the program year, which includes the last 30 days of the school year.

I. Use ECS's ERSEA eligibility criteria data to determine which families will be enrolled; recruit and enroll Federal Head Start income eligible children; design services for children and families.



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J. Provide quarterly documentation of non-Federal share (volunteer/in-kind/etc.) to ECS, with the fourth quarter due by June 30, 2020.

K. Establish Collaboration meetings with the ECS staff for open communication.

L. Allow outside agencies to conduct CLASS observation two times per year and permit Pre-and Post assessments on all Head Start children.

M. Insure Bus Evacuation Drills are conducted by the District Transportation Department two times per program year.

Facilities Services

25. Notify ECS in writing of any changes in license status of any facility used for Program Services in the performance of this Agreement within 24 hours of such occurrence.

26. Notify ECS of any reportable license incidents/accidents that occur at the Sites' within 24 hours and provide ECS a copy of the incident report that is filed with CDSS/CCL.

27. Services from Provider shall be completed at the Sites below. Any changes in Sites shall require prior written authorization from ECS.



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Exhibit A
SYCDC HEAD START SITES

Preschool and Child Development Programs San Ysidro School District

CDC

1880 Smythe Ave.
San Ysidro CA. 92173.
Phone: (619) 428-4476
Fax: (619) 428-1393

Sunset Preschool

3825 Sunset Ln.
San Ysidro CA. 92173
Phone: (619) 428-1148
Fax:(619) 428-7604



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EXHIBIT B

SCHEDULE OF PAYMENTS

COMPENSATION:

1. ECS will reimburse for full contract amount in monthly installments, on a 11 month payment schedule, beginning September 2020 to June 2021. Provider must sign and submit the ECS Head Start Provider Invoice including the monthly attendance reports from PROMIS for these months.
2. Total compensation from ECS to Provider shall not exceed **Three Hundred and Ninety Six Thousand Dollars \$396,000.00**.
3. Funds provided by ECS to Provider shall not be used for any purposes impermissible under the Head Start program. Permissible costs include personnel, fringe, supplies and materials, equipment, training and staff development, field trips, printing and publications, meals for parent meetings and such other allowable costs associated with Provider's performance of services.

CLAIMS:

1. Claims are due by the first day of the month following the month indicated in the payment schedule.
2. Provider must sign and submit the ECS Head Start Provider Invoice including monthly attendance reports from PROMIS for these months.

PAYMENTS:

1. ECS will deliver Provider payment via U.S. Mail.
2. ECS may withhold payment until the reports, data, audits or other information required by ECS for contract administration or to meet reporting or auditing requirements are received and approved.



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3. ECS may also withhold payment if Provider is in non-compliance with the terms of this Agreement.
4. ECS will withhold payment in the event of official notice of legal garnishment. ECS will comply with the terms of such notice of garnishment.
5. ECS shall distribute to Provider no later than the end of February an applicable tax year Form 1099-MISC for the purpose of Provider tax filing requirements.
6. ECS has the right to withhold payment to Provider when, in the sole opinion of ECS expressed in writing to Provider, (a) Provider's performance, in whole or in part, either has not been carried out or is insufficiently documented, and/or (b) Provider has failed to sufficiently document its request(s) for payment as outlined herein

OTHER:

1. Approved claims shall be paid only from funds granted to ECS through its agreement with Neighborhood House Association (NHA) by ACF, pursuant to the Head Start program, and Provider hereby waives any claim it may have against any other funds of ECS. This Agreement is valid and enforceable only if sufficient funds are made available to ECS by NHA and ACF for the purpose of conducting the program identified in this Agreement. Any expenditures or obligations by Provider made prior to the commencement date of the term of ECS's agreement with NHA will not be accepted by ECS for reimbursement unless approved in writing by ECS.
2. Payments to Provider for all services provided by provided under this Agreement shall only be for costs associated with allowable ~~costs~~-services that are actually provided in the performance of Provider's obligations under this Agreement.
3. Provider's allowable costs are only those which are determined in accordance with:
 - A. Department of Health and Human Services Administration of Grants Federal Regulations 45 CFR Part 92 including any amendments thereto and the applicable Subpart listed hereunder; and other documents

regarding principles for allowable costs of

determining and allocating the providing the services; and any



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standards set forth for determining the allow ability of selected items of costs of providing the services. Equipment costs over \$5,000 must have prior approval from ECS.

B. Federal Management Title 2, Subtitle A, Chapter II, Part 225, including any amendments to the circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by state and local governmental agencies.

C. An approved budget by ECS.

D. Section 653 of the Head Start Act. Provider shall, within ten (10) days prior to the effective date of this Agreement, execute the Employee Compensation Cap Certification, attached hereto as EXHIBIT "F", with respect to Head Start personnel allocated to this Agreement.

4. For the purposes of payment, one unit of service is defined as one month of full-day/part day/home base Federal Head Start/Early Head Start services for one child slot, not to exceed twelve (12) months during the term of this Agreement. The dollar amount specified as a unit of service shall be determined from reasonable and allowable costs.
5. Provider shall keep a separate accounting for the funds provided under this Agreement, and no part of any funds advanced shall be inappropriately commingled with other funds of Provider. All Head Start funds must be deposited in a FDIC bank account. ECS shall have a lien upon all funds in said account which shall be paramount to all other liens, including, but not limited to, liens of other governmental agencies or by the direction of a trustee in bankruptcy.



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EXHIBIT C

ECS HEAD START & EARLY HEAD START STATEMENT OF COMMITMENT

HEAD START CODE OF CONDUCT (PERFORMANCE STANDARD 1302.90)

A program must ensure all staff, consultants, contractors and volunteers abide by the program's standards of conduct that:

1. Ensure staff, consultants, contractors, and volunteers implement positive strategies to support children's well-being and prevent and address challenging behavior;
2. Ensure staff, consultants, contractors, and volunteers do not maltreat or endanger the health or safety of children, including, at a minimum, that staff must not:
 - A. Use corporal punishment;
 - B. Use isolation to discipline a child;
 - C. Bind or tie a child to restrict movement or tape a child's mouth;
 - D. Use or withhold food as a punishment or reward;
 - E. Use toilet learning/ training methods that punish, demean, or humiliate a child;
 - F. Use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child;
 - G. Physically abuse a child;
 - H. Use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or child's family; or
 - I. Use physical activity or outdoor time as a punishment or reward;
3. Ensure staff, consultants, contractors, and volunteers respect and promote the unique identity of each child and family and do not stereotype on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition;
4. Require staff, consultants, contractors, and volunteers to comply with program confidentiality policies concerning personally identifiable information about children, families and other staff members in accordance with subpart C of part 1303 of this chapter and applicable federal, state, local and tribal laws; and, Ensure no child is left alone or unsupervised by staff consultants, contractors, or volunteers while under their care.



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EXHIBIT D

DESCRIPTION OF SERVICES

SERVICES BY EPISCOPAL COMMUNITY SERVICES:

1. Provide programmatic support as defined in the ECS Standard Operating Procedures and Service Plans.
2. Include Head Start eligibility requirements and pertinent information on the District recruitment materials such as flyers, website etc., for distribution to the community to ensure Head Start is part of the Preschool and Child Development Programs San Ysidro School District information.
3. Provide family, health, social and supportive services to Head Start eligible children and families enrolled at the facilities operated by Provider.
4. Conduct fiscal and programmatic reviews during its on-going monitoring process as needed or as required by the Administration for Children and Families.
5. Any services not specified in this Agreement, which ECS shall not be obligated to do, an additional fee payable to ECS shall be negotiated in good faith between the Parties. Any additional services and/or fees to be added to this Agreement shall be set forth in a written amendment and executed by the Parties. The fees payable to obtain any Additional Services, shall be based on ECS's then current rates, to be negotiated.



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EXHIBIT E

Provider agrees to adhere to the following contractual provisions.

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E. O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276(c))** - All contracts and sub grants in excess of \$2,000 for construction or repair awarded by recipients and Contractors shall include a provision for compliance with the Copeland "Anti - Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis - Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and Contractors of more than \$2000 shall include a provision for compliance with the Davis - Bacon Act (40 U.S.C.276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed And Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.



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4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 - 333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for the transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements or the performance of experimental, developmental, or research work shall provide for the rights of the Federal Governments and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et sq.), as amended** - Contracts and sub grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).



HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

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7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 152)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O. s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Facilities** - The facility which will be purchased, constructed, or renovated will comply with local licensing and code requirements, ADA, Section 504, and Flood Disaster Protection Act. [45 CFR §1309.10(f)] As evidence of Provider's compliance with the local licensing and code requirements, Provider will submit a copy of the Certificate of Occupancy and a Daycare License for the facility.
10. **Subordination** - If the lender requires a Subordination Agreement, then Provider assures that the Subordination Agreement with the lender or the landlord, in the case of leased property, must be evidenced by a written agreement with the responsible HHS official and not waive the application of 45 CFR §§1309.21(d) and 1309.22. Provider will submit a draft of the Subordination Agreement to the Regional Office for OGC clearance. [45 CFR §1309.21(f)].
11. **Draft Mortgage** - Provider assures that it will submit a copy of a draft mortgage agreement that contains the requirements of 45 CFR §§1309.22(a), (b), (c), if Provider expect to take loan on the proposed facility. [45 CFR §§1309.22(a), (b), (c)]
12. **Uniform Relocation** - Provider assures that it will comply with requirements of Uniform Relocation Assistance and Real Property Acquisition Policies Act. [45 CFR §1309.10(o)]



HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY55

-
13. **Operation Costs** - Provider assures that it will have the ability to meet all the operational costs for the facility within our existing funding level. [45 CFR §1309.11(d)(2)]
 14. **Modifications** - Provider assures that it will get a prior written approval from an HHS official for unsolicited modifications of the contracts or when materially altering the costs of the project. [45 CFR §74.44(e)(5)]
 15. **Insurance** - Provider assures that it will obtain insurance coverage for the facility which includes student liability insurance, title insurance, physical destruction insurance, etc. Provider will submit copies of such insurance policies to NHA'S Project Manager within five days of acquiring the facility. [45 CFR §1309.23]
 16. **Facilities** - Provider assures that it shall maintain the facility acquired, renovated, or constructed with grant funds in a manner consistent with the purposes for which funds were provided and in compliance with State and local government property standards and building codes. [45 CFR §1309.23(c)]
 17. **Grant Limitations** - Provider assures that it will comply with all the terms and conditions placed on the grant award regarding the project (that includes but is not limited to the inspection reports, use of the facility, default on mortgage, insurance, maintenance of facilities, copies of official documents, retention of records, audits, prior approval for use of grant funds, program income, procurement procedures, Federal Interest, etc.).
 18. **Construction or Renovation** - Provider assures that it will record the Notice of Federal Interest in the appropriate office of land records for the county where the facility is located at the time of commencement of construction or renovation or immediately after the purchase of the facility in accordance with 45 CFR §1303, Subpart E, Provider will submit a copy of the Notice of Federal Interest that includes all the requirements contained in 45 CFR §1303 Subpart E to the Regional Office within 10 business days after the Notice has been recorded and stamped by the land records office. [45 CFR §1309.21]
 19. **Facilities Lease** - Provider assures that, in the case of a leased facility where Federal funds will be expended to complete a major renovation of that facility, provider will execute a lease amendment, and lease for the facility in the appropriate local land records.



HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY55

20. **Notice of Federal Interest and Certification Assurances** – In the event Provider uses Head Start grant funds to lease property or to complete a major renovation of the leased premises, Provider agrees not to sublease, assign, or otherwise transfer the leased property, or use the property for any non-grant purpose, without the express written approval of the responsible HHS official. Provider further agrees to:

- (a) Provide ECS's Project Manager with notice of any default by Provider under the Lease, on the date of the discovery of such default;
- (b) Provide ECS's Project Manager with notice of that the Lessor has notified Provider of its intent to exercise the remedy of cancellation, termination, and/or other remedies, on the day that Provider receives such notice from the Lessor;
- (c) Notify all potential sellers, purchasers, transferors, transferees, mortgagees, creditors, and any other persons or entities who have or may seek to obtain an interest of any kind in the real property for which the Federal government has a beneficial ownership interest and other interests ("Federal Interest") in said property, as defined in and/or regulated by the Head Start Act, 42 U.S.C. §9831 et seq., 45 CFR Parts 74, 92, and 1303 and relevant decisions of the United States courts. The Head Start grant incorporated conditions that include restrictions on the use of the property and provide for a Federal Interest in the property.

In accordance with the terms of the Federal grant, the Head Start Act, 42 U.S.C. §9831 et seq., 45 CFR Parts 74, 92, and 1303 and relevant decisions of the United States courts, the restrictions on the property include, among others, the following:

The property may not be used for any purpose inconsistent with that authorized by the Head Start Act and applicable regulations. The property may not be encumbered, used as collateral, sold or otherwise transferred to another party without the written permission of the responsible HHS official.

The grant conditions and requirements cannot be altered or nullified through a transfer of ownership. Further information regarding the Federal



HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

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Interest in the property described in this Notice can be obtained from the **Administration for Children and Families., Office of Grants Management., 90 Seventh Street., 9th Floor., San Francisco., California 94103.**

21. Provider further hereby assures and certifies to ECS that it will comply with the regulations, policies, guidelines and requirements, including OMB Circulars No. A-87, A-I02, and E.O. 12372 as they relate to the application, acceptance and use of federal funds for federally assisted project(s). To the extent applicable, Provider assures and certifies to ECS that:

A. It possesses legal authority to enter into this Agreement; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the execution of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Provider to act in connection with the Agreement and to provide such additional information as may be required.

B. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O.11375, "Amending Executive Order 11246, relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

C. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501 - 1508; and 7324 7328), which limits the political activity of the employee.

D. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

F. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by the Department of Labor Regulations (29 C.F.R. Part 3, "Contractors and subcontractors on public building or public work financed in whole or in part by loans or grants from the United States").



HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY55

G. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will fully comply with all Federal statutes relating to the prohibition against forced child labor and severe forms of trafficking in persons. These include but are not limited to the Trafficking Victims Protection Act of 2000 (22 U.S.C. §§ 7104, et seq.) which authorize the termination of grants, contracts and/or cooperative agreements, without penalty to the Federal awarding agency/department, if Provider or any of its subcontractors (i) engages in severe forms of trafficking in persons; (ii) has procured a commercial sex act during the effective period of the contract; and/or (iii) uses forced labor in its performance of this Agreement.

H. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will fully comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) which prohibits discrimination on the bases of race, color or national origin; Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act; and any other Federal and State law and regulations hereinafter enacted which may apply to the application.

I. To the extent applicable, if Provider, including any subcontractor it hires to perform on its behalf hereunder, is awarded construction contracts of more than \$2,000, Provider agrees to comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor standards provisions applicable to contracts governing federally financed and assisted construction"), including the requirement that the correct scale of wages to be paid be posted by the Contractor in a prominent and easily accessible location at the HHS funded worksite.

J. Regarding all negotiated contracts, excluding those for less than \$2,500, ECS, NHA, the Federal Awarding Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

K. It, and any subcontractor hired to perform on its behalf hereunder, will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.



HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY55

I HAVE READ AND UNDERSTOOD THAT THE ABOVE INDICATED ASSURANCES ARE REQUIRED TO BE COMPLIED WITH BY THE PRESCHOOL AND CHILD DEVELOPMENT PROGRAMS SAN YSIDRO SCHOOL DISTRICT, A CALIFORNIA SCHOOL DISTRICT, WITH PRIMARY OFFICES LOCATED AT **1880 Smythe Ave. San Ysidro CA. 92173**

Signature,

Chairperson, Board of Directors

Name: Humberto Gurimilan, President of the Governing Board

Date Signed: September 17, 2020



**HEAD START & EARLY HEAD START
SERVICES PROVIDER AGREEMENT**

Subcontract No. HSPY55

EXHIBIT F
EMPLOYEE COMPENSATION CAP

Abstract

Funds awarded under the Head Start/Early Head Start grants cannot be used to pay the compensation of an individual either as a direct cost or any proration as indirect costs, at a rate in excess of Executive Level II. The rate of compensation for an Executive Level II employee is \$192,300.00 per year. Every Head Start grantee and delegate is responsible for assuring its compliance with Section 653 of the Head Start Act. This provision applies to the salary and fringe benefits of any staff employed by a Head Start program who is paid, in whole or in part, with Head Start funds.

Gina A. Potter, Ed.D.

Name

September 17, 2020

Date

Superintendent

Title

San Ysidro School District

Organization



HEAD START & EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY55

EXHIBIT G (In-person services)

The Child Exit Pass Process is designed with the intent that children never leave the site with anyone other than the approved adult. Staff must adhere to the process daily.

Exit Passes:

- The staff is the first checkpoint in ensuring active supervision and child safety during the critical period of sign-out/dismissal.
- The Exit Pass (will include the following - the child's first and last name, Teacher, classroom # and a photo of the child).
- Parent/guardians are not to independently select an Exit Pass Card. The staff that is assigned to monitor sign-out must hand the Exit Pass to the parent/guardian.
- If one adult is signing out two children, the adult must be handed two Exit Passes, one for each child.

Active Supervision by the Exit Greeter:

- Staff should not give an Exit Pass to an adult that is not on the authorization to pick up.
- The Exit Greeter is physically present at the designated exit gate/door from 5-10 minutes before dismissal until all children have left the site.
- Exit Greeter must visually and/or verbally verify that the appropriate child is leaving the site. Exit Greeter must receive the Exit Pass in hand. Exit Greeter must visually look at the Exit Pass to determine that the child's photo on the Exit Pass matches the child at the gate.
- If the Exit Greeter is someone who is not familiar with all children at the site, then the Exit Greeter must verbally ask the child his/her name, and ensure a match on the Exit Pass.
- If visual or verbal verification does not match, the adult and child are to be directed back to the Teacher.

Sign-outs/Dismissals Outside of Identified Exit Greeter Times:

- Occasionally, a child is picked up at a time outside of the times when the Exit Greeter is stationed at the exit gate/door, (i.e. parent picks up the child for a dentist appointment). In this case, an Exit Pass is given to the parent/guardian. The staff meets the parent/guardian and child prior to leaving the site to retrieve the Exit Pass and ensure that the appropriate child is leaving with the appropriate adult.

Child Exit Pass Implementation Plan Form:

Every Site Supervisor will fill out an Implementation Plan for your specific site (see attached form). Retain one at your site and send a copy to your Manager.



**HEAD START & EARLY HEAD START
SERVICES PROVIDER AGREEMENT**

Subcontract No. HSPY55

Child Exit Pass Implementation Plan

Site: _____ Date: _____

Name of Exit Greeter: _____

Location of Exit Gate/Door: _____

Times that Gate Keeper is assigned at Exit Gate/Door:

_____ AM Session (5-10 minutes before dismissal)

_____ PM Session (5-10 minutes before dismissal)

“Rainy Day” Plan: _____

Special Accommodations for Site-Specific Needs: _____

Site Supervisor Signature

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: LETTER OF ENGAGEMENT WITH STIFEL, NICOLAUS & COMPANY, INC.
FOR UNDERWRITER SERVICES

Underwriter engagement relating to potential municipal securities transaction for the District's Community Facilities District No. 3 and 2020 Special Tax Refunding Bonds. This Engagement Letter is preliminary, nonbinding and may be terminated at any time by the District, without penalty or liability for any costs incurred by Stifel.

RECOMENDATION:

Approve/Ratify the Engagement Letter with Stifel, Nicolaus & Company, Inc. for underwriter services for the potential sale or refinancing of the District's Community Facilities District No. 3 - 2020 Special Tax Refunding Bonds.

LCAP GOAL AND ACTION/SERVICE:

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

TBD
(Amount)

Contingent on sale of Bonds
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

August 26, 2020

Dr. Gina Potter
Superintendent
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Re: Underwriter Engagement Relating to Potential Municipal Securities Transaction

San Ysidro School District
Community Facilities District No. 3
2020 Special Tax Refunding Bonds

Dear Dr. Potter,

The San Ysidro School District (the “District”) and Stifel, Nicolaus & Company, Incorporated (“Stifel”), are entering into this memorandum to confirm that discussions related to a potential issuance (or series of issuances) of municipal securities have occurred regarding the above referenced bonds (the “Bonds”), and to formalize Stifel’s role as underwriter with respect to the sale of the Bonds.

Engagement as Underwriter

The District is aware of the “Municipal Advisor Rule” of the Securities and Exchange Commission and the underwriter exclusion from the definition of “municipal advisor” for a firm serving as an underwriter for a particular issuance of municipal securities. The District hereby designates Stifel as an underwriter for the sale of the Bonds. The District expects that Stifel will provide advice to the District on the structure, timing, terms and other matters concerning the sale of the Bonds.

Limitation of Engagement

It is the District’s intent that Stifel serve as an underwriter for the sale of the Bonds, subject to satisfying applicable procurement laws or policies, formal approval by the Board of Education of the District, finalizing the structure for the sale of the Bonds, and executing a bond purchase agreement. Although the District engages Stifel as the underwriter for the Bonds, this engagement letter is preliminary, nonbinding and may be terminated at any time by the District, without penalty or liability for any costs incurred by Stifel. Furthermore, this engagement letter does not restrict the District from entering into the sale of the Bonds with any other underwriters or selecting an underwriting syndicate that does not include Stifel.

Role Disclosure

The District hereby confirms and acknowledges each of the following concerning the role that Stifel would have as an underwriter:

- (1) Municipal Securities Rulemaking Board (“MSRB”) Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
- (2) the underwriter’s primary role is to purchase securities for sale to investors in an arm’s-length commercial transaction with the District and it has financial and other interests that may differ from those of the District;

- (3) unlike a municipal advisor, the underwriter does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests;
- (4) the underwriter has a duty to purchase securities from the District at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- (5) the underwriter will review the official statement for the Bonds in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.¹

Disclosures Concerning the Underwriter's Compensation

The Underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a potential conflict of interest since the underwriter may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest Disclosures

Stifel has not identified any additional potential or actual material conflicts that require disclosure.

Disclosures Relating to Complex Municipal Securities Financing

Since Stifel has not recommended a "complex municipal securities financing" to the District, additional disclosures regarding the financing structure for the issuance of the Bonds are not required under MSRB Rule G-17.

However, if Stifel recommends a "complex municipal securities financing" to the District, or if the sale of the Bonds is ultimately structured in a manner that is considered to be a "complex municipal securities financing", this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and are reasonably foreseeable at that time.

If you or any other District official has any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the District's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

¹ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

It is our understanding that you have the authority to bind the District by contract with the Underwriter, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

We are required to seek your acknowledgement of the receipt of this letter. Accordingly, please sign and date this letter in the space provided below and return the executed letter to us as a PDF by email.

We look forward to working with the District on the issuance of the Bonds. Do not hesitate to contact us with any questions regarding the content of this letter.

Sincerely,



Bruce Kerns
Managing Director
Stifel, Nicolaus & Company, Inc.
One Montgomery Street, 35th Floor
San Francisco, CA 94104
(415) 364-6839
bkerns@stifel.com



Roberto Ruiz
Director
Stifel, Nicolaus & Company, Inc.
One Montgomery Street, 35th Floor
San Francisco, CA 94104
(415) 364-6856
ruiroz@stifel.com

The District acknowledges the foregoing.

Accepted and Executed

Gina A. Potter, Ed. D.
Superintendent

Date: _____

cc: Marilyn Adrianzen, *San Ysidro School District*
Dale Scott, *Dale Scott & Company*
Joe Crump, *Dale Scott & Company*
Bob Whalen, *Stradling Yocca Carlson & Rauth*
Reed Glycer, *Stradling Yocca Carlson & Rauth*
Scott Beck, *Kutak Rock*
Esther Jin, *Stifel*
Kevin Niu, *Stifel*

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

Informational
 Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH SOUTH BAY COMMUNITY SERVICES FOR THE HERE NOW PROGRAM AT THE MIDDLE SCHOOLS

BACKGROUND INFORMATION:

San Diego Youth Services (SDYS), an expert youth service provider, program partners, North County Lifeline (NCLL) and South Bay Community Services (SBCS), and school districts throughout the County will collaborate in a public health approach to prevent youth suicide, suicidal ideation, and help foster safe schools and create a safer place to learn in San Diego County with suicide and bullying prevention education through the Helping, Engaging, Reconnecting and Educating (HERE) Now Program.

The HERE Now program will focus on preventing suicide and bullying by (1) implementing strategies that are trauma informed and which address upstream risk factors and improve protective factors among individuals and groups of high risk youth, and (2) institutionalizing and strengthening the school culture and environment to be preventive and proactive in educating all members of the school community (teachers, students, parents) regarding suicide and bullying prevention as well as identifying and working with individual and groups of students who may be struggling emotionally and/or engaging in self-destructive or otherwise risky behaviors. SDYS programming and philosophy is based on the San Diego Mental Health Cultural Competence approach.

The HERE Now Program will be implemented at San Ysidro Middle and Vista Del Mar Middle Schools during the 2020-21 school year.

RECOMMENDATION:

Approve/Ratify the Memorandum of Understanding with South Bay Community Services for the HERE Now Program to be implemented at the middle schools during the 2020-21 school year at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: Safety, Climate and Student Engagement ~ All students will be educated in positive environments that are welcoming, safe, and drug-free.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (MOU) between **South Bay Community Services (SBCS)** and **San Ysidro School District (SYSD)**. While this is not a legally binding document, this MOU expresses the intent to engage in a voluntary collaborative arrangement to strengthen the respective organizations service delivery plans of the aforementioned parties.

- I. **Purpose:** The purpose of the MOU is to maintain the effective working relationship established between **SBCS** and **San Ysidro School District** for the purpose of implementing coordinated services. The goal of the service partnership is to collaborate in a public health approach to prevent youth suicide, suicidal ideation, and help foster safe schools with suicide and bullying prevention education through the **Helping, Engaging, Reconnecting and Educating (HERE) Now Program**.
- II. **Term:** This MOU shall begin on **May 15, 2020** and will extend through **June 30, 2021**. Either party can give written notice thirty (30) days in advance of the intent to withdraw from the collaboration and terminate this MOU.
- III. **Description of Participation:**
 - A. **SYSD** agrees, per this MOU, to provide the following:
 1. Designate an individual as a point of contact for the program.
 2. Participate, when appropriate, through virtual discussions for the purpose of gathering and assessing program impact.
 3. Staff will help disseminate information about the program and will collect student consent forms of any minors as appropriate or required.
 4. Strategies to enlist teacher and parent participation in virtual presentations on youth bullying, depression, and suicide prevention.
 5. Assistance with distribution of flyers school/community wide with crisis phone numbers provided to students where they can talk to caring adults anonymously about friends/peers they are concerned may be suicidal, isolated or depressed.
 6. Communicate immediately if problems/concerns arise with students or program implementation.
 7. Ensure that program participants have appropriate devices and internet connectivity to access the virtual services to be provided at no cost to SBCS.
 - B. **South Bay Community Services** agrees, per this memorandum to provide the following:
 1. Educate youth on risk factors and warning signs using aspects of an evidence-based curriculum called Signs of Suicide (SOS), which focuses on preventing suicide and bullying by (1) providing resources and virtual presentations on strategies that are trauma informed and which address upstream risk factors and improve protective factors among individuals and groups of high risk youth, and (2) providing resources on institutionalizing and strengthening the school culture and environment to be

preventive and proactive in educating members of the school community (teachers, students, parents) regarding suicide and bullying prevention. Implementation of the curriculum may include, but is not limited to:

- a. Collaborate with **SYSD** to identify appropriate implementation strategies once a fiscal year.
 - b. Provide at least one culturally and linguistically appropriate virtual suicide prevention education presentation for parents/caregivers.
 - c. Provide parent/guardian consent forms for participation in the program.
 - d. Monitor program fidelity.
2. As needed and available, SBCS can provide video presentations for students, staff and parents to access digitally on suicide and bullying prevention education. Such video presentations may include the following subjects:
 - a. SYSD School Staff and Parents (separate) training on suicide prevention using aspects of SOS program materials that will include a focus on reducing stigma and providing information on warning signs, risk factors and protective factors to school staff and gatekeepers.
 - b. Education of students on bullying and suicide prevention. Educate youth on risk factors and warning signs using SOS curriculum materials.
 3. Designate an individual as a point of contact for the program.
 4. SBCS will follow district safety protocols for risk of self-harm, including notification of administration where warranted and may (without warrant) provide linkage to students to mental health services.

IV. **Confidentiality and Privacy Laws:** The parties acknowledge that their staff may acquire information from a variety of sources concerning or belonging to the other party including information regarding pupil records but only to the extent that such sharing does not violate applicable statutes, or ethical standards and requirements. Such confidential information includes but is not limited to all proprietary information of a party, including all information regarding its trade secrets, copyrighted materials, business plans and affairs, research, services, marketing strategies, financial condition, personnel, clients and donors, which has not been disclosed to the public by a duly authorized representative of a party. Each party agrees to maintain the confidentiality of such other party's confidential information. Each party to this MOU also agrees that it will not directly or indirectly use or disclose any such information during or after the term of this MOU to any persons or entities, unless such persons or entities are expressly authorized by duly authorized representatives of the disclosing party to receive such information.

Notwithstanding any provisions to the contrary contained in this MOU, the parties to the extent applicable, shall hold Personal Health Information in accordance with the provisions of the Health Insurance Portability and Accountability Act of 1996, its amendments, and any regulations promulgated thereunder ("HIPAA"); (ii) shall hold student educational records in accordance with the provisions of the Federal Education Rights and Privacy Act of 1974, its amendments, and any regulations promulgated thereunder; and (iii) shall comply with the requirements of any other federal and state laws, statutes, rules and regulations relating to the privacy and treatment of Student Confidential Information.

The parties shall also assure compliance with the Every Student Succeeds Act (ESSA) in implementing the coordinated services as described in the MOU.

V. Indemnification

SYSD shall indemnify, defend, and hold harmless SBCS, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of SYSD, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. This indemnity shall survive the termination of this MOU , and is in addition to any other rights or remedies that SBCS or SYSD may have under the law or this MOU.

SBCS shall have no obligation to indemnify, defend, or hold harmless SYSD, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for SYSD's negligence or willful misconduct

VI. Insurance: Each party shall maintain public liability and property damage insurance to protect them and each other from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this MOU. The minimum amounts of such insurance shall be as hereinafter set forth.

Amount of Insurance:	
Commercial General Liability	\$2,000,000 per occurrence
Auto Liability for owned and non-owned vehicles	\$1,000,000 per occurrence
Umbrella Liability	\$4,000,000

Workers' Compensation will be in conformance with the laws of State of California and applicable federal laws. Each party shall furnish proof of insurance coverage to the other at the commencement of this MOU and upon request. Each party shall provide to the other Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the other party as an additional insured.

VII Value of Services: No money or other consideration shall be transferred between the parties.

VIII Non-Discrimination: The parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, or participant for services provided under this MOU because of race, color, age, religion, sex, national origin, disability, political affiliation or belief, or any other legally protected category and for beneficiaries only, citizenship or participation in programs for which they meet eligibility

IX Contact Information: The contact information listed in this paragraph shall be the contact information for the notice requirements under this MOU.

For SYSD:

c/o _____
4350 Otay Mesa Rd
San Ysidro, CA 92173

For SBCS:

c/o Stacey Musso
430 F St.
Chula Vista, CA 91910

X Locations: The services will be provided to the locations of SYSD listed below ("Location") or any other SYSD location that SYSD and SBCS agree to in writing ("Other Locations"). All personal property of each party that is brought to the location in order to fulfill any of its obligations under this MOU shall remain the personal property of such party.

San Ysidro School District
4350 Otay Mesa Rd San Ysidro, CA 92173

SBCS
430 F Street Chula Vista, CA 91910

XI Funding Availability: Funding of this MOU, if funded by the Office of Adolescent Health, is contingent upon appropriation and availability of funds. Work performed in advance of approval of this MOU shall be done at the sole risk of SBCS.

XII Independent Contractor: It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this MOU, SBCS is acting as an independent contractor and not as an officer, agent, or employee of the SYSD. This MOU shall in no way or manner creates an employer-employee relationship. SYSD and SBCS certify that SBCS is free from the control and direction of SYSD in connection with the performance of the coordinated services, and SBCS is performing such work outside the usual course of SYSD's business, and SBCS is engaged in independently established community services or operation of the same nature as the services being performed with more participating partners than just SYSD.

XIII Governing Law/Venue San Diego: In the event of litigation, this MOU and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego

County.

- XIV. **Successors and Assigns / Assignment:** Except as otherwise specifically provided herein, all of the terms, provisions and obligations of this MOU shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns. This MOU may not be assigned by either party without the express written consent of the other.
- XV. **Termination:** This MOU may be terminated for any reason by giving thirty (30) days prior written notice.
- XVI. **Execution of Agreement:** The parties have executed this MOU as set forth below.

(Signatures contained on the following page)

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

SOUTH BAY COMMUNITY SERVICES
430 F Street
Chula Vista, CA 91910

_____ Date: _____
Kathryn Lembo, President and CEO

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

_____ Date: _____
Gina Potter, Superintendent

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

Informational
 Action

AGENDA ITEM: AMENDMENT TO THE MEMORANDUM OF AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR 2019-2020 (ASES PROGRAM)

BACKGROUND INFORMATION:

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

The Board approved this MOA on June 6, 2019. It needs to be amended to reflect the following changes:

- Per State and SDCOE, Grant total increased by \$87,451.21 for a total of \$874,819.88
- Modify Section 10 to amend the term of agreement to July 1, 2019 – December 31, 2020.

RECOMMENDATION:

Approve/Ratify the Amendment to the YMCA of San Diego County Memorandum of Agreement to increase the amount of the ASES grant to \$874,819.88 and extend the term of the agreement to December 31, 2020. Extension of fiscal timeline to utilize funding and offer services have been granted by the California Department of Education to address on-going educational and enrichment needs during the COVID-19 pandemic.

LCAP GOAL AND ACTION/SERVICE:

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

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2019-2020 Budget?

Yes No

Requisition #

\$874,819.88

(Amount)

ASES Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

AMENDMENT TO AGREEMENT BETWEEN
SAN YSIDRO SCHOOL DISTRICT AND
YMCA OF SAN DIEGO COUNTY

This Amendment to Agreement is entered into by and between the San Ysidro School District (SYSD) and the YMCA of San Diego County (YMCA).

RECITALS

WHEREAS, on July 1, 2019, the SYSD entered into a Memorandum of Agreement with the YMCA for the term of July 1, 2019 through June 30, 2020, under which the Consultant/Professional agreed to provide After School Education and Safety (ASES) Program services at 7 district schools for a total not-to-exceed Agreement amount of \$874,819.88

WHEREAS, on April 27, 2020 the California Department of Education Expanded Learning Division issued guidance related to the extension of the 19-20 ASES program grants until December 31, 2020 due to COVID-19.

WHEREAS, on May 5, 2020 the San Diego County Office of Education (SDCOE) notified SYSD that they would be extending the ASES Program MOU with SYSD and that grantees may spend 2019-20 funds through December 31, 2020.

WHEREAS the SYSD and YMCA mutually agree to use any extended 19-20 ASES Program funds contracted to the YMCA to provide ASES Program services through Dec 31, 2020.

NOW, THEREFORE, SYSD and YMCA agree to amend the Agreement as follows:

1. Modify Section 10 to amend the term of agreement to July 1, 2019 - Dec 31, 2020.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on their behalf by their fully authorized representatives. Except as specifically herein amended, the Agreement will remain in full force and effect.

San Ysidro School District

YMCA of San Diego County

Authorized Signature

Authorized Signature

Name

Baron Herdelin-Doherty
Name

Title

President & CEO
Title

Date

Date

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

Informational
 Action

AGENDA ITEM: AMENDMENT TO THE YMCA OF SAN DIEGO COUNTY MEMORANDUM OF AGREEMENT FOR 2019-2020 (21st CCLC PROGRAM)

BACKGROUND INFORMATION:

This Memorandum of Agreement (MOA) is entered with YMCA of San Diego County to implement the 21st Century Community Learning Centers (CCLC) Program. Base and 21st CCLC supplemental funds have been applied to the YMCA to implement a Summer Program and to provide safe, academically enriching before and after school programs for students at Willow Elementary and San Ysidro Middle Schools during the 2019-2020 school year.

The Board approved this MOA on June 6, 2019. It needs to be amended to modify Section 10 regarding the term of agreement to July 1, 2019 – December 31, 2020.

RECOMMENDATION:

Approve/Ratify the Amendment to the YMCA of San Diego County Memorandum of Agreement for the 2019-2020 Extended Learning Programs (before and after school and supplemental services) to extend the term to agreement to December 31, 2020 at a cost of \$100,035.00 from the 21st Century Community Learning Centers grant. Extension of fiscal timeline to utilize funding and offer services have been granted by the California Department of Education to address on-going educational and enrichment needs during the COVID-19 pandemic.

LCAP GOAL AND ACTION/SERVICE:

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

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

\$100,035.00

(Amount)

21st CCLC Grant

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

AMENDMENT TO AGREEMENT BETWEEN
SAN YSIDRO SCHOOL DISTRICT AND
YMCA OF SAN DIEGO COUNTY

This Amendment to Agreement is entered into by and between the San Ysidro School District (SYSD) and the YMCA of San Diego County (YMCA).

RECITALS

WHEREAS, on July 1, 2019, the SYSD entered into a Memorandum of Agreement with the YMCA for the term of July 1, 2019 through June 30, 2020, under which the Consultant/Professional agreed to provide 21st Century Community Learning Centers (21st CCLC) Program services at 2 district schools for a total not-to-exceed Agreement amount of \$100,035.00

WHEREAS, on April 27, 2020 the California Department of Education Expanded Learning Division issued guidance related to the extension of the 19-20 21st CCLC program grants until December 31, 2020 due to COVID-19.

WHEREAS, on May 5, 2020 the San Diego County Office of Education (SDCOE) notified SYSD that they would be extending the 21st CCLC MOU with SYSD and that grantees may spend 2019-20 funds through December 31, 2020.

WHEREAS the SYSD and YMCA mutually agree to use any extended 19-20 21st CCLC Program funds contracted to the YMCA to provide 21st CCLC Program services through Dec 31, 2020.

NOW, THEREFORE, SYSD and YMCA agree to amend the Agreement as follows:

1. Modify Section 10 to amend the term of agreement to July 1, 2019 - Dec 31, 2020.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on their behalf by their fully authorized representatives. Except as specifically herein amended, the Agreement will remain in full force and effect.

San Ysidro School District

YMCA of San Diego County

Authorized Signature

Authorized Signature

Marilyn Adrianzen

Name

Baron Herdelin-Doherty

Name

Chief Business Official

Title

President & CEO

Title

Date

Date

Board approved: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

FROM:
Educational Services Informational
Manuela Colom, Executive Director Action

AGENDA ITEM: MEMORANDUM OF AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR 2020-2021 AFTER-SCHOOL EDUCATION AND SAFETY (ASES) PROGRAM

BACKGROUND INFORMATION:

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

The term of this agreement is from July 1, 2020 through June 30, 2021.

RECOMMENDATION:

Approve/Ratify the Memorandum of Agreement with YMCA of San Diego County to provide Extended Learning Program Services (before and after school and supplemental) services for fiscal year 2020-21 at a cost of \$874,819.88 from the After School Education and Safety (ASES) grant funds. Services may include distance learning support, such as, but not limited to: all day care for essential workers and virtual tutoring.

LCAP GOAL AND ACTION/SERVICE:

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

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$874,819.88

(Amount)

ASES Grant

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

MEMORANDUM OF AGREEMENT

Coronavirus Aid, Relief, and Economic Security Act (CARES Act) After School Education & Safety (ASES) Base and Supplemental YMCA of San Diego County 2020-21 Contract for Services

This Agreement is to provide additional in person services for students of San Ysidro School District that through the After School Education and Safety Program (ASES) is entered into this 1st day of July, 2020 by and between the **San Ysidro School District** and **YMCA of San Diego County (YMCA)** who agrees to provide the services in accordance with the provisions of the California Education Code (EC) sections 8482-8484.7 and **Senate Bill 98**.

1. General Conditions:

ASES Program Hours of Operation and Attendance Requirements-Subject to change per COVID safety Guidelines:

1. Program hours, attendance and services subject to change per California State regulations and San Diego County Health, San Diego County Of Education and Human Services Agency safety guidelines. All program amendments will be agreed upon by San Ysidro School District and the YMCA of San Diego County.
2. All services offered on any district property will adhere to the San Ysidro School District COVID Safe Reopening Plan.
3. Hours of operation may vary depending on the scope of need and availability of facilities. All program hours will be agreed upon by both parties to meet the demands of the San Ysidro community. Programming may be offered up to 8 hours per day.
4. The supplemental and non-supplemental programs may operate during regularly scheduled school days and extend into after school hours.
5. Additional supplemental funds may be allocated for additional services per the direction of San Ysidro School District.
6. Services may be provided for a period of 8 hours for students that qualify for all day supervision
7. Staff will assist students with their daily virtual learning activities, which includes assisting them log into all instructional platforms
8. Immediately following the virtual instructional day, students should transition and participate every day the after school component operates.
9. With the assistance of the District and utilizing the Districts platform, the YMCA will establish a Virtual Tutoring program for all students within the need of tutoring to participate in.
10. Establish a local policy for early release of students attending the ASES after school component needing to leave a program before closing which includes written parental permission stating the dates, times, and reasons for the early release. However, the after school component must remain open until an agreed upon time between LEA and program provider.
11. If and when applicable, to ensure that subsequent ASES grant awards will not be reduced due to insufficient program record keeping, attendance and performance, YMCA of San Diego County must enforce the grant rules in compliance with **California Education Code 8483.7. (a) (1) (A)**. California Education Code 8483.7. (a) (1) (A) and Senate Bill 98. states: Each school that establishes a program pursuant to this article is eligible to receive a three-year direct grant, that shall be awarded in three one-year increments and is subject to semi- annual attendance reporting and requirements as described in Section 8482.3 once every three years:
 - i. The CDE may provide technical support for development of a program improvement plan for grantees.

Failure to comply with California Education Code 8483.7 may result in a reduction of the ASES grant award allocations. All COVID guidelines for attendance purposes shall be implemented and adhered to.

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

1. The YMCA of San Diego County will implement the *City Span Web-based Attendance Tracking System* (www.youthservices.net/sandiego) for daily program attendance entry.
2. YMCA of San Diego County must fully utilize the “Automated Card Scanning” capability for the system. The *City Span Web-based Attendance Tracking System* will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the ASES program.
3. YMCA of San Diego County will use the web-based attendance system’s card scanning features to ensure that all students are counted for attendance purposes in compliance with *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1) and Senate Bill 98.
4. YMCA of San Diego County will identify key staff members to participate in training provided by SDCOE/City Span for implementation of the *City Span Web-based Attendance Tracking System*.
5. In addition, YMCA of San Diego County must monitor on a weekly basis that all students sign-in (AM Program) and sign-out (PM Program) times comply with the Early Release/Late Arrival times on file for each student, if applicable.
6. San Ysidro School District will facilitate monthly attendance reporting and reconciling with the SDCOE.

3. Staffing Requirements - Subject to change per COVID safety Guidelines:

1. YMCA of San Diego County must ensure a student-to-staff ratio of no more than 14 to 1. No more than 2 people will be designated to a group at all times.
2. YMCA of San Diego County must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the San Ysidro School District. Any testing sites in San Diego County is acceptable.
3. YMCA of San Diego County shall be responsible for students, staff, and parents accessing services under this Agreement. YMCA of San Diego County certifies that it shall provide adequate supervision of the students, staff, and other program personnel, and that its staff will follow legal guidelines on reporting child abuse/neglect.
4. YMCA of San Diego County must certify that all personnel providing services to students are Livescan screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel has provided evidence of freedom from active tuberculosis prior to starting service at any school site.

4. State Mandated Data and Evaluation Requirements:

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

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

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

1. Upon notification of overpayment in excess of the grant award amount or request for reimbursement of unexpended ASES grant funds by the CDE, San Ysidro School District or YMCA of San Diego County will be required to return the entire amount of funding in question to the San Diego County Office of Education.
2. Ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, California Education Code 8483.7 and Senate Bill 98..
3. Failure to comply with California Education Code 8483.7 and Senate Bill 98 shall result in a reduction of the ASES grant award during the current fiscal year or in subsequent years of the grant.
4. San Ysidro School District shall amend contract appropriately with the YMCA of San Diego County if the daily ASES reimbursement rate is increased by the California Department of Education during the term of contracted services. The current ASES reimbursement rate is \$8.88 per student/per day for the PM Program and \$5.92 per student/per day for the AM Program. San Ysidro shall adjust contract maximum to the appropriate percentage grant award that was increased or reduced in contract year.

6. Federal Program Monitoring and Annual Program Audit Guidelines.

1. San Ysidro School District shall provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE and YMCA relative to the administration of the ASES Grant Requirements per California State Education Code Sections 8482-8484.6 and the Standards and Procedures for Audits of California K-12 Local Education Agencies 2007-2008; Article 3.1. § 19846. After School Education and Safety Program.
2. Both San Ysidro School District and YMCA of San Diego County personnel shall participate in Federal Program Monitoring (FPM) training.
3. Both San Ysidro School District and YMCA of San Diego County will attend Federal Program Monitoring (FPM) meetings with the CDE.
4. Some regulations and guidelines may be amended according to Senate Bill 98. All applicable guidelines will be observed during fiscal year 2020-21.

7. 85/15 Grant Budget Restrictions

1. The San Diego County Office of Education shall retain 2% or \$18,417.26 of total grant funds for direct administrative costs.
2. San Ysidro School District shall retain 3.0% or \$27,625.89 of total grant funds for direct administrative costs.
3. The YMCA must expend at least 85% or \$782,733.58 of total grant funding in direct services for pupils.
4. No more than 5% or \$46,043.15 of direct administrative costs shall be expended by YMCA.
5. The YMCA of San Diego County shall receive up to 5% or \$46,043.15 for indirect costs.

8. Program Matching Funding Requirements.

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

9. Additional ASES Program Operation Requirements.

1. Both San Ysidro School District and YMCA shall each designate an ASES Contact person.
2. Ensure the designated ASES Contact(s) attends the scheduled ASES District Contact meetings provided by the Resources & Technical Assistance Center (RTAC), the After School Administrative Program Support Center (ASC), the Children's Initiative (CI), and the San Diego Office of Education (SDCOE).
3. Designated program coordinators will apply a minimum of 80% of their scheduled time to be within the San Ysidro School District and school sites to provide a direct and first line of response between parents, students and school sites.
4. Ensure that the program will include an educational and literacy element designed to provide tutoring (including virtually) and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, science and computer training.
5. The program will have an educational enrichment element that may include, but not limited to STEM, sports, visual and performing arts (dance), service learning, and youth development activities. These items should be discussed collaboratively between school administration and YMCA of San Diego County to best meet the needs of the San Ysidro School District.
6. Plan the program through a collaborative process that includes parents, youth, and school administration and personnel, community organizations, and the private sector.
7. If the site is not located on a school campus, it must be as accessible and available as the school site with safe transportation being provided by San Ysidro School District to enrolled participants.
8. San Ysidro School District shall collaborate with YMCA to provide a snack and/or supper program that conforms to Article 2.5 of Chapter 9 of Part 27, commencing with Education Code Section 49430. (EC 8482.3(d)).
9. Provide information regarding the ASES Program in a form and language that is easily understandable to all parents.
10. Each partner in the application will share responsibility for the quality of the program. San Ysidro School District and YMCA will partner to conduct an annual continuous quality improvement process.
11. San Ysidro School District and YMCA will collaborate and coordinate with the regular school day program.
12. San Ysidro School District is responsible to ensure the YMCA of San Diego County has access to safe, clean, and supportive indoor/outdoor space at participating school sites to conduct a high quality program. Space shall include adequate indoor space for all academic and enrichment activities and shall be cleaned to the same standards/schedule as the regular school day. All sites shall be disinfected according to all COVID safety guidelines
13. All YMCA staff and volunteers will fulfill health screening and fingerprint clearance requirements in current law according to San Ysidro School District policy. This also includes daily health screening (daily google form screen check and temperature check)
14. Each ASES funded site will be responsible for the development of a 2020-21 After School

Program Plan as part of the San Diego ASES Program Consortium.

15. San Ysidro School District and YMCA administration will review the ASES Program Plan annually and provide updates and/or revisions based on ASES program components, California Department of Education guidelines, and identified district program changes based on changes in grant or sites.
16. If applicable, Each site ASES Program plan will identify 2020-21 Attendance Goals described in Section VII of the San Diego Consortium After School Program Plan.
17. Ensure that ASES staff attends District and SDCOE training opportunities designed to maximize program effectiveness.
18. Host scheduled technical assistance site visits conducted by staff from RTAC, the After School (ASC) and the CI.
19. Collaborate with staff from RTAC, the After School (ASC), and the CI to review site visitation and technical assistance reports and plan for continuous program improvement.
20. San Ysidro School District and YMCA of San Diego County will ensure the proper record keeping and documentation of program activities and the timely submission of all required reports. All reports due to San Diego County Office of Education and delegated to YMCA of San Diego County by San Ysidro School District shall include at least 30 days' notice unless otherwise agreed upon by both parties.

10. Terms and Conditions of the Grant Award

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

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

PERIOD OF AGREEMENT

According to the terms of the After School Education & Safety (ASES) Program, the term of this Agreement shall be July 1, 2020 through June 30, 2021.

11. COMPENSATION/COSTS AND PAYMENT SCHEDULE

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

YMCA of San Diego County shall submit to San Ysidro School District itemized invoices which indicate work completed by YMCA for ASES only. The District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this MOA. District shall pay YMCA of San Diego County as available from SDCOE within 30 days and in accordance with this Agreement. The YMCA of San Diego County will inform San Ysidro School district one it has expended 75% of allocated ASES funds for San Ysidro Middle and Willow Elementary. District shall pay YMCA of San Diego County as available from SDCOE within 30 days and in accordance with this Agreement

Payments of the grant may actually differ from the granted amount as determined by CDE due to: 1) Non-operation of a program at a school site or non-operation of a funded grant component. 2) The inability to expend the total grant award by the June 30, 2021 final expenditure deadline for all ASES grant funds as determined by CDE. 3) Any ASES program Audit Findings or Program Compliance issues that result in the reduction of grant award or repayment of expended ASES funding will be paid to YMCA of San Diego County if determined such findings or compliance issues were a result of the failure to provide contracted services agreed upon by both parties and/or stated in signed MOA.

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

YMCA of San Diego County Contact:

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

San Ysidro School District Contact:

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

13. CONFIDENTIALITY

- 1. All communications and information obtained by YMCA of San Diego County from San Ysidro School District relating to this agreement, and all information developed by YMCA of San Diego County under this agreement, are confidential. Except as provided in Subsection 3, without the prior written consent of an authorized representative of San Ysidro School District , YMCA of San Diego County shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such

services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, YMCA of San Diego County shall inform the San Ysidro School District, in writing, of the nature and reasons for such disclosure. YMCA of San Diego County shall not use any communications or information obtained from San Ysidro School District for any purpose other than the performance of this agreement without San Ysidro School District's written prior consent.

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

San Ysidro School District may disclose to any vendor, or YMCA of San Diego County approved third parties, any information otherwise subject to Subsection 1 that is reasonably required for the performance and administration of the scope of work described in this contract. Prior to any such disclosure, San Ysidro School District shall obtain the YMCA of San Diego County's written agreement to the requirements of Subsection 1 and shall provide a copy of such agreement to San Ysidro School District.

3. The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

- Pupil records obtained by the YMCA/Service Provider from LEA/District continue to be the property of and under the control of the District. The YMCA will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The YMCA will not obtain pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the YMCA shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- YMCA shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Agreement.
- YMCA certifies that a pupil's records shall not be retained or made available to the YMCA upon completion of the terms of this Professional Services Agreement.
- District agrees to work with the YMCA to ensure compliance with FERPA.
- The YMCA shall not use personally identifiable information in pupil records to engage in

targeted advertising.

- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records do not include de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.
4. YMCA of San Diego County's obligation of confidence with respect to information submitted or disclosed to YMCA of San Diego County by San Ysidro School District hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

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

14. CONFIDENTIALITY OF SERVICES

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

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

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

other remedies available to it under equity or law, the San Ysidro School District may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

15. TERMINATION FOR CONVENIENCE

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

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

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

16. TERMINATION FOR DEFAULT

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

17. INDEPENDENT CONTRACTOR

It is expressly understood that at all times, while rendering the services described herein, and in

complying with any terms and conditions of this Agreement, YMCA of San Diego County is acting as an independent contractor and not as an officer, agent, or employee of San Ysidro School District.

18. HOLD HARMLESS

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

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

19. WORKERS' COMPENSATION

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

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

20. NON-FUNDING

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

21. AUDIT

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

22. INSURANCE REQUIREMENTS

(1) Time for Compliance. YMCA shall not commence Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this

Section. In addition, YMCA shall not allow any Subcontractor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. YMCA and Subcontractors shall, at its expense, procure and maintain for the duration of this Agreement, Public Liability and Property Damage Insurance to protect them and the District from all claims for injuries to persons, including accidental death, as well as from all claims for property damage which may arise from or in connection with the performance of the Agreement by YMCA, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** including premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
2. **Automobile Liability: \$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of San Ysidro School District.

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

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

23. GOVERNING LAW/VENUE SAN DIEGO

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

24. COMPLIANCE WITH LAW

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

25. FINAL APPROVAL

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

26. TOBACCO-FREE FACILITY

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

27. PUPIL SAFETY / SCHOOL SAFETY ACT

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

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

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

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

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

By (Authorized Signature)

Date

Steve Hensel

Name (Type or Print)

YMCA of San Diego County

28. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no writings, conversations or representations of any nature shall be deemed to vary the provisions

hereof. This Agreement may not be amended in any way except by writing duly executed by both parties hereto.

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

SAN YSIDRO SCHOOL DISTRICT

YMCA OF SAN DIEGO COUNTY

By (Authorized Signature)

By (Authorized Signature)

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

Baron Herdelin-Doherty
President/CEO
YMCA of San Diego County

Date: _____

Date: _____

Board Approved: _____

YMCA Federal EIN #: 95-2039198

**San Diego County Office of Education
Funding Status per School
2020-2021**

2% 3% 5% 5% 85%

ASES GRANT

Grant Number	District Name	CDSCode	School Name	School	Sub Program	Amount Awarded	Reduction	Amount FY21	SDCOE	SYSO	Y Admin	IndirectCost	DirectServices
37-24239-1037-EZ	San Ysidro Elementary	37683796089007	La Mirada Elementary	E	After School Base	\$133,169.40	\$ -	\$133,169.40	\$2,663.39	\$3,995.08	\$6,658.47	\$6,658.47	\$113,193.99
37-24239-1037-EZ	San Ysidro Elementary	37683796089007	La Mirada Elementary	E	After School Supplemental	\$0.00	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
37-24239-1037-EZ	San Ysidro Elementary	37683796089007	La Mirada Elementary	E	Before School Base	\$17,690.98	\$ -	\$17,690.98	\$353.82	\$530.73	\$884.55	\$884.55	\$15,037.33
37-24239-1037-EZ	San Ysidro Elementary	37683796089007	La Mirada Elementary	E	Before School Supplemental	\$1,926.05	\$ -	\$1,926.05	\$38.52	\$57.78	\$96.30	\$96.30	\$1,637.14
37-24239-1037-EZ	San Ysidro Elementary	37683796119341	Ocean View Hills	E	After School Base	\$134,512.91	\$ -	\$134,512.91	\$2,690.26	\$4,035.39	\$6,725.65	\$6,725.65	\$114,335.97
37-24239-1037-EZ	San Ysidro Elementary	37683796119341	Ocean View Hills	E	After School Supplemental	\$0.00	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
37-24239-1037-EZ	San Ysidro Elementary	37683796119341	Ocean View Hills	E	Before School Base	\$12,281.18	\$ -	\$12,281.18	\$245.62	\$368.44	\$614.06	\$614.06	\$10,439.00
37-24239-1037-EZ	San Ysidro Elementary	37683796119341	Ocean View Hills	E	Before School Supplemental	\$1,396.60	\$ -	\$1,396.60	\$27.93	\$41.90	\$69.83	\$69.83	\$1,187.11
37-24239-1037-EZ	San Ysidro Elementary	37683796098453	San Ysidro Middle	M	After School Base	\$44,747.18	\$ -	\$44,747.18	\$894.94	\$1,342.42	\$2,237.36	\$2,237.36	\$38,035.10
37-24239-1037-EZ	San Ysidro Elementary	37683796098453	San Ysidro Middle	M	Before School Base	\$4,914.96	\$ -	\$4,914.96	\$98.30	\$147.45	\$245.75	\$245.75	\$4,177.72
37-24239-1037-EZ	San Ysidro Elementary	37683796085146	Smythe Elementary	E	After School Base	\$133,169.40	\$ -	\$133,169.40	\$2,663.39	\$3,995.08	\$6,658.47	\$6,658.47	\$113,193.99
37-24239-1037-EZ	San Ysidro Elementary	37683796085146	Smythe Elementary	E	After School Supplemental	\$0.00	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
37-24239-1037-EZ	San Ysidro Elementary	37683796085146	Smythe Elementary	E	Before School Base	\$20,827.69	\$ -	\$20,827.69	\$416.55	\$624.83	\$1,041.38	\$1,041.38	\$17,703.54
37-24239-1037-EZ	San Ysidro Elementary	37683796085146	Smythe Elementary	E	Before School Supplemental	\$951.11	\$ -	\$951.11	\$19.02	\$28.53	\$47.56	\$47.56	\$808.44
37-24239-1037-EZ	San Ysidro Elementary	37683796093264	Sunset Elementary	E	After School Base	\$133,169.40	\$ -	\$133,169.40	\$2,663.39	\$3,995.08	\$6,658.47	\$6,658.47	\$113,193.99
37-24239-1037-EZ	San Ysidro Elementary	37683796093264	Sunset Elementary	E	After School Supplemental	\$0.00	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
37-24239-1037-EZ	San Ysidro Elementary	37683796093264	Sunset Elementary	E	Before School Base	\$26,001.21	\$ -	\$26,001.21	\$520.02	\$780.04	\$1,300.06	\$1,300.06	\$22,101.03
37-24239-1037-EZ	San Ysidro Elementary	37683790125518	Vista Del Mar	E	After School Base	\$78,057.91	\$ -	\$78,057.91	\$1,561.16	\$2,341.74	\$3,902.90	\$3,902.90	\$66,349.22
37-24239-1037-EZ	San Ysidro Elementary	37683790125518	Vista Del Mar	E	After School Supplemental	\$0.00	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
37-24239-1037-EZ	San Ysidro Elementary	37683790125518	Vista Del Mar	E	Before School Base	\$12,281.18	\$ -	\$12,281.18	\$245.62	\$368.44	\$614.06	\$614.06	\$10,439.00
37-24239-1037-EZ	San Ysidro Elementary	37683790125518	Vista Del Mar	E	Before School Supplemental	\$217.96	\$ -	\$217.96	\$4.36	\$6.54	\$10.90	\$10.90	\$185.27
37-24239-1037-EZ	San Ysidro Elementary	37683790123000	Willow Elementary	E	After School Base	\$133,169.40	\$ -	\$133,169.40	\$2,663.39	\$3,995.08	\$6,658.47	\$6,658.47	\$113,193.99
37-24239-1037-EZ	San Ysidro Elementary	37683790123000	Willow Elementary	E	After School Supplemental	\$0.00	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
37-24239-1037-EZ	San Ysidro Elementary	37683790123000	Willow Elementary	E	Before School Base	\$31,534.51	\$ -	\$31,534.51	\$630.69	\$946.04	\$1,576.73	\$1,576.73	\$26,804.33
37-24239-1037-EZ	San Ysidro Elementary	37683790123000	Willow Elementary	E	Before School Supplemental	\$844.00	\$ -	\$844.00	\$16.88	\$25.32	\$42.20	\$42.20	\$717.40
						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL GRANT AMOUNT						\$920,863.03		\$18,417.26	\$27,625.89	\$46,043.15	\$46,043.15	\$782,733.58	
GRANT AMOUNT, LESS 3%								\$893,237.14					

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

FROM:
Educational Services Informational
Manuela Colom, Executive Director Action

AGENDA ITEM: MEMORANDUM OF AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR 2020-2021 – CARES ACT SUPPLEMENTAL FUNDS

BACKGROUND INFORMATION:

This Memorandum of Agreement (MOA) is to provide supplemental services for in person supervision of students of San Ysidro School District and Essential Workers during the duration of the school day during Distance Learning and Hybrid/Blended Learning through the After School Education and Safety Program (ASES) by and between the San Ysidro School District and YMCA of San Diego County (YMCA) who agrees to provide the services in accordance with the provisions of the California Education Code (EC) sections 8482-8484.7 and Senate Bill 98.

CARES Act Supplemental funds will specifically be utilized to expand in person care services for students, which will include operational times during distance learning instruction time and after distance learning has concluded.

Budget Restrictions: Full allocation amount is \$800,000.00, initial funds of \$500,000.00 will be allocated towards subsidizing the ASES program, upon exhausting the initial funds, the District will review and determine the need to utilize the remaining of the funds.

The term of this agreement is from July 1, 2020 through June 30, 2021.

RECOMMENDATION:

Approve/Ratify the Memorandum of Agreement with YMCA of San Diego County (Extended Learning Programs YMCA) to supplement the Extended Learning program services (before and after school and supplemental) services for fiscal year 2020-2021 at a cost of \$800,000.00 from the CARES Act Fund. CARES Act funding will be specifically utilized to supplement the expansion of services in distance learning support, virtual tutoring and in person care in the ASES & 21st CLCC programs.

LCAP GOAL AND ACTION/SERVICE:

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

Renewal New Amendment Ratify Other

Financial Implications?

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

Requisition #

Yes No

Yes No

\$800,000.00
(Amount)

CARES Act Fund
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

MEMORANDUM OF AGREEMENT
Coronavirus Aid, Relief & Economic Security Act (CARES Act)
After School Education & Safety (ASES)
YMCA of San Diego County 2020-21 Contract for Services

This Agreement is to provide supplemental services for in person supervision of students of San Ysidro School District and Essential Workers during the duration of the school day during Distance Learning and Hybrid/Blended Learning through the After School Education and Safety Program (ASES) is entered into this 1st day of July, 2020 by and between the **San Ysidro School District** and **YMCA of San Diego County (YMCA)** who agrees to provide the services in accordance with the provisions of the California Education Code (EC) sections 8482-8484.7 and **Senate Bill 98**.

1. General Conditions:

ASES Program Hours of Operation and Attendance Requirements-Subject to change per COVID safety Guidelines:

1. Program hours, attendance and services subject to change per California State regulations and San Diego County Health, San Diego County Of Education and Human Services Agency safety guidelines. All program amendments will be agreed upon by San Ysidro School District and the YMCA of San Diego County.
2. CARES Act Supplemental funds will specifically be utilized to expand in person care services for students, which will include operational times during distance learning instruction time and after distance learning has concluded.
3. Students enrolled may include children of essential workers not enrolled as students at San Ysidro School District.
4. All services offered on any district property will adhere to the San Ysidro School District COVID Safe Reopening Plan.
5. Hours of operation may vary depending on the scope of need and availability of facilities. All program hours will be agreed upon by both parties to meet the demands of the San Ysidro community. Programming may be offered up to 8 hours per day.
6. The supplemental and non-supplemental programs may operate during regularly scheduled school days and extend into after school hours.
7. Additional supplemental funds may be allocated for additional services per the direction of San Ysidro School District.
8. Services may be provided for a period of 8 hours for students that qualify for all day supervision
9. Staff will assist students with their daily virtual learning activities, which includes assisting them log into all instructional platforms
10. Immediately following the virtual instructional day, students should transition and participate every day the after school component operates.
11. With the assistance of the District and utilizing the Districts platform, the YMCA will establish a Virtual Tutoring program for all students within the need of tutoring to participate in.
12. Establish a local policy for early release of students attending the ASES after school component needing to leave a program before closing which includes written parental permission stating the dates, times, and reasons for the early release. However, the after school component must remain open until an agreed upon time between LEA and program provider.
13. If and when applicable, to ensure that subsequent ASES grant awards will not be reduced due to insufficient program record keeping, attendance and performance, YMCA of San Diego County must enforce the grant rules in compliance with **California Education Code 8483.7. (a) (1) (A)**. California Education Code 8483.7. (a) (1) (A) and Senate Bill 98. states: Each school that

establishes a program pursuant to this article is eligible to receive a three-year direct grant, that shall be awarded in three one-year increments and is subject to semi-annual attendance reporting and requirements as described in Section 8482.3 once every three years:

- i. The CDE may provide technical support for development of a program improvement plan for grantees.

Failure to comply with California Education Code 8483.7 may result in a reduction of the ASES grant award allocations. All COVID guidelines for attendance purposes shall be implemented and adhered to.

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

1. The YMCA of San Diego County will implement the *City Span Web-based Attendance Tracking System* (www.youthservices.net/sandiego) for daily program attendance entry.
2. YMCA of San Diego County must fully utilize the “*Automated Card Scanning*” capability for the system. The *City Span Web-based Attendance Tracking System* will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the ASES program.
3. YMCA of San Diego County will use the web-based attendance system’s card scanning features to ensure that all students are counted for attendance purposes in compliance with *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1) and Senate Bill 98.
4. YMCA of San Diego County will identify key staff members to participate in training provided by SDCOE/City Span for implementation of the *City Span Web-based Attendance Tracking System*.
5. In addition, YMCA of San Diego County must monitor on a weekly basis that all students sign-in (AM Program) and sign-out (PM Program) times comply with the Early Release/Late Arrival times on file for each student, if applicable.
6. San Ysidro School District will facilitate monthly attendance reporting and reconciling with the SDCOE.

3. Staffing Requirements - Subject to change per COVID safety Guidelines:

1. YMCA of San Diego County must ensure a student-to-staff ratio of no more than 14 to 1. No more than 2 people will be designated to a group at all times.
2. YMCA of San Diego County must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the San Ysidro School District. Any testing sites in San Diego County is acceptable.
3. YMCA of San Diego County shall be responsible for students, staff, and parents accessing services under this Agreement. YMCA of San Diego County certifies that it shall provide adequate supervision of the students, staff, and other program personnel, and that its staff will follow legal guidelines on reporting child abuse/neglect.
4. YMCA of San Diego County must certify that all personnel providing services to students are Livescan screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel has provided evidence of freedom from active tuberculosis prior to starting service at any school site.

4. State Mandated Data and Evaluation Requirements:

1. YMCA will collaborate with the San Ysidro School District and SDCOE to disseminate statewide

evaluation processes as determined by the CDE.

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

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

1. Upon notification of overpayment in excess of the grant award amount or request for reimbursement of unexpended ASES grant funds by the CDE, San Ysidro School District or YMCA of San Diego County will be required to return the entire amount of funding in question to the San Diego County Office of Education.
2. Ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, California Education Code 8483.7 and Senate Bill 98..
3. Failure to comply with California Education Code 8483.7 and Senate Bill 98 shall result in a reduction of the ASES grant award during the current fiscal year or in subsequent years of the grant.
4. San Ysidro School District shall amend contract appropriately with the YMCA of San Diego County if the daily ASES reimbursement rate is increased by the California Department of Education during the term of contracted services. The current ASES reimbursement rate is \$8.88 per student/per day for the PM Program and \$5.92 per student/per day for the AM Program. San Ysidro shall adjust contract maximum to the appropriate percentage grant award that was increased or reduced in contract year.

6. Federal Program Monitoring and Annual Program Audit Guidelines.

1. San Ysidro School District shall provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE and YMCA relative to the administration of the ASES Grant Requirements per California State Education Code Sections 8482-8484.6 and the Standards and Procedures for Audits of California K-12 Local Education Agencies 2007-2008; Article 3.1. § 19846. After School Education and Safety Program.
2. Both San Ysidro School District and YMCA of San Diego County personnel shall participate in Federal Program Monitoring (FPM) training.
3. Both San Ysidro School District and YMCA of San Diego County will attend Federal Program Monitoring (FPM) meetings with the CDE.
4. Some regulations and guidelines may be amended according to Senate Bill 98. All applicable guidelines will be observed during fiscal year 2020-21.

7. Budget Restrictions

1. Full allocation amount is **\$800,000.00**
2. The YMCA must expend total CARES Act funding in direct services for pupils.
3. Initial funds of \$500,000 will be allocated towards subsidizing the ASES Program.

4. Upon exhausting the initial supplemental funds of \$500,00, the district will review and determine the need to utilize the remaining funds of \$300,000.00

9. Additional ASES Program Operation Requirements.

1. Both San Ysidro School District and YMCA shall each designate an ASES Contact person.
2. Ensure the designated ASES Contact(s) attends the scheduled ASES District Contact meetings provided by the Resources & Technical Assistance Center (RTAC), the After School Administrative Program Support Center (ASC), the Children's Initiative (CI), and the San Diego Office of Education (SDCOE).
3. Designated program coordinators will apply a minimum of 80% of their scheduled time to be within the San Ysidro School District and school sites to provide a direct and first line of response between parents, students and school sites.
4. Ensure that the program will include an educational and literacy element designed to provide tutoring (including virtually) and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, science and computer training.
5. The program will have an educational enrichment element that may include, but not limited to STEM, sports, visual and performing arts (dance), service learning, and youth development activities. These items should be discussed collaboratively between school administration and YMCA of San Diego County to best meet the needs of the San Ysidro School District.
6. Plan the program through a collaborative process that includes parents, youth, and school administration and personnel, community organizations, and the private sector.
7. If the site is not located on a school campus, it must be as accessible and available as the school site with safe transportation being provided by San Ysidro School District to enrolled participants.
8. San Ysidro School District shall collaborate with YMCA to provide a snack and/or supper program that conforms to Article 2.5 of Chapter 9 of Part 27, commencing with Education Code Section 49430. (EC 8482.3(d)).
9. Provide information regarding the ASES Program in a form and language that is easily understandable to all parents.
10. Each partner in the application will share responsibility for the quality of the program. San Ysidro School District and YMCA will partner to conduct an annual continuous quality improvement process.
11. San Ysidro School District and YMCA will collaborate and coordinate with the regular school day program.
12. San Ysidro School District is responsible to ensure the YMCA of San Diego County has access to safe, clean, and supportive indoor/outdoor space at participating school sites to conduct a high quality program. Space shall include adequate indoor space for all academic and enrichment activities and shall be cleaned to the same standards/schedule as the regular school day. All sites shall be disinfected according to all COVID safety guidelines
13. All YMCA staff and volunteers will fulfill health screening and fingerprint clearance requirements in current law according to San Ysidro School District policy. This also includes daily health screening (daily google form screen check and temperature check)
14. Each ASES funded site will be responsible for the development of a 2020-21 After School Program Plan as part of the San Diego ASES Program Consortium.
15. San Ysidro School District and YMCA administration will review the ASES Program Plan annually and provide updates and/or revisions based on ASES program components, California Department of Education guidelines, and identified district program changes based on changes in grant or sites.
16. If applicable, Each site ASES Program plan will identify 2020-21 Attendance Goals described in

Section VII of the San Diego Consortium After School Program Plan.

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

10. Terms and Conditions of the Grant Award

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

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

PERIOD OF AGREEMENT

According to the terms of the After School Education & Safety (ASES) Program, the term of this Agreement shall be July 1, 2020 through June 30, 2021.

11. COMPENSATION/COSTS AND PAYMENT SCHEDULE

Annual total contract amount up to *\$800,00.00 to YMCA of San Diego County.

YMCA of San Diego County shall submit to San Ysidro School District itemized invoices which indicate work completed by YMCA for ASES only. The District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this MOA. District shall pay YMCA of San Diego County as available from SDCOE within 30 days and in accordance with this Agreement. The YMCA of San Diego County will inform San Ysidro School district one it has expended 75% of allocated ASES funds for San Ysidro Middle and Willow Elementary. District shall pay YMCA of San Diego County as available from SDCOE within 30 days and in accordance with this Agreement

Payments of the grant may actually differ from the granted amount as determined by CDE due to: 1) Non-operation of a program at a school site or non-operation of a funded grant component. 2) The inability to expend the total grant award by the June 30, 2021 final expenditure deadline for all ASES grant funds as determined by CDE. 3) Any ASES program Audit Findings or Program Compliance issues that result in the reduction of grant award or repayment of expended ASES funding will be paid to YMCA of San Diego County if determined such findings or compliance issues were a result of the failure to provide contracted services agreed upon by both parties and/or stated in signed MOA.

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

YMCA of San Diego County Contact:

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

San Ysidro School District Contact:

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

13. CONFIDENTIALITY

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

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

San Ysidro School District may disclose to any vendor, or YMCA of San Diego County approved third parties, any information otherwise subject to Subsection 1 that is reasonably required for the performance and administration of the scope of work described in this contract. Prior to any such disclosure, San Ysidro School District shall obtain the YMCA of San Diego County's written agreement to the requirements of Subsection 1 and shall provide a copy of such agreement to San Ysidro School District.

3. The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

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

learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

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

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

14. CONFIDENTIALITY OF SERVICES

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

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

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

15. TERMINATION FOR CONVENIENCE

1. Either party to this agreement may, by written notice to the other party, terminate this agreement

in whole or in part at any time for either party's convenience.

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

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

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

16. TERMINATION FOR DEFAULT

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

17. INDEPENDENT CONTRACTOR

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, YMCA of San Diego County is acting as an independent contractor and not as an officer, agent, or employee of San Ysidro School District.

18. HOLD HARMLESS

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

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

19. WORKERS' COMPENSATION

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

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

20. NON-FUNDING

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

21. AUDIT

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

22. INSURANCE REQUIREMENTS

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

(2) Minimum Requirements and Limits. YMCA and Subcontractors shall, at its expense, procure and maintain for the duration of this Agreement, Public Liability and Property Damage Insurance to protect them and the District from all claims for injuries to persons, including accidental death, as well

as from all claims for property damage which may arise from or in connection with the performance of the Agreement by YMCA, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** including premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
2. **Automobile Liability: \$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of San Ysidro School District.

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

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

23. GOVERNING LAW/VENUE SAN DIEGO

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

24. COMPLIANCE WITH LAW

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

25. FINAL APPROVAL

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

26. TOBACCO-FREE FACILITY

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

27. PUPIL SAFETY / SCHOOL SAFETY ACT

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

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

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

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

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

 By (Authorized Signature)
Steve Hensel
 Name (Type or Print)
 YMCA of San Diego County

 Date

28. ENTIRE AGREEMENT

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

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

SAN YSIDRO SCHOOL DISTRICT

YMCA OF SAN DIEGO COUNTY

By (Authorized Signature)

By (Authorized Signature)

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

Baron Herdelin-Doherty
President/CEO
YMCA of San Diego County

Date: _____

Date: _____

Board Approved: _____

YMCA Federal EIN #: 95-2039198

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

FROM:
Educational Services Informational
Manuela Colom, Executive Director Action

AGENDA ITEM: MEMORANDUM OF AGREEMENT WITH YMCA OF SAN DIEGO COUNTY
FOR 2020-2021 - 21st CCLC PROGRAM

BACKGROUND INFORMATION:

This Memorandum of Agreement (MOA) is entered with YMCA of San Diego County to implement the 21st Century Community Learning Centers (CCLC) Program. Base and 21st CCLC supplemental funds have been applied to the YMCA to implement and provide safe, academically enriching before and after school programs for students at Willow Elementary and San Ysidro Middle Schools during the 2020-2021 school year.

The term of this agreement is from July 1, 2020 through June 30, 2021.

RECOMMENDATION:

Approve/Ratify the Memorandum of Agreement with YMCA of San Diego County (Extended Learning Programs YMCA) to provide Extended Learning program services (before and after school and supplemental services) for fiscal year 2020-2021 at a cost of \$100,035.00 from the 21st Century Community Learning Centers grant. Services may include distance learning support, such as, but not limited to: all day care for essential workers and virtual tutoring.

LCAP GOAL AND ACTION/SERVICE:

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

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

\$100,035.00

(Amount)

21st CCLC Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

MEMORANDUM OF AGREEMENT

21st Century Community Learning Centers (CCLC) Programs Base and Supplemental YMCA of San Diego County 2020-21 Contract for Services

This Agreement is to provide summer program services, before school program services, and after school program services through the 21st Century Community Learning Centers (CCLC) is entered into this 1st day of July, 2020 by and between the **San Ysidro School District** and **YMCA of San Diego County (YMCA)** who agrees to provide the services in accordance with the provisions of the California Education Code (EC) sections 8482-8484.7 and **Senate Bill 98**.

1. General Conditions:

21st CLCC Program Hours of Operation and Attendance Requirements-Subject to change per COVID safety Guidelines:

1. Program hours, attendance and services subject to change per California State regulations and San Diego County Health, San Diego County Of Education and Human Services Agency safety guidelines. All program amendments will be agreed upon by San Ysidro School District and the YMCA of San Diego County.
2. All services offered on any district property will adhere to the San Ysidro School District COVID Safe Reopening Plan.
3. Hours of operation may vary depending on the scope of need and availability of facilities. All program hours will be agreed upon by both parties to meet the demands of the San Ysidro community. Programming may be offered up to 8 hours per day.
4. The supplemental and non-supplemental programs may operate during regularly scheduled school days and extend into after school hours.
5. Additional supplemental funds may be allocated for additional services per the direction of San Ysidro School District.
6. Services may be provided for a period of 8 hours for students that qualify for all day supervision
7. Staff will assist students with their daily virtual learning activities, which includes assisting them log into all instructional platforms
8. Immediately following the virtual instructional day, students should transition and participate every day the after school component operates.
9. With the assistance of the District and utilizing the Districts platform, the YMCA will establish a Virtual Tutoring program for all students within the need of tutoring to participate in.
10. Establish a local policy for early release of students attending the 21st CLCC after school component needing to leave a program before closing which includes written parental permission stating the dates, times, and reasons for the early release. However, the after school component must remain open until an agreed upon time between LEA and program provider.
11. If and when applicable, to ensure that subsequent 21st CLCC grant awards will not be reduced due to insufficient program record keeping, attendance and performance, YMCA of San Diego County must enforce the grant rules in compliance with **California Education Code 8483.7. (a) (1) (A)**. California Education Code 8483.7. (a) (1) (A) and Senate Bill 98. states: Each school that establishes a program pursuant to this article is eligible to receive a three-year direct grant, that shall be awarded in three one-year increments and is subject to semi- annual attendance reporting and requirements as described in Section 8482.3 once every three years:
 - i. The CDE may provide technical support for development of a program improvement plan for grantees.

Failure to comply with California Education Code 8483.7 may result in a reduction of the 21st

CLCC grant award allocations. All COVID guidelines for attendance purposes shall be implemented and adhered to.

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

1. The YMCA of San Diego County will implement the *City Span Web-based Attendance Tracking System* (www.youthservices.net/sandiego) for daily program attendance entry.
2. YMCA of San Diego County must fully utilize the “*Automated Card Scanning*” capability for the system. The *City Span Web-based Attendance Tracking System* will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with 21st CLCC Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the 21st CLCC program.
3. YMCA of San Diego County will use the web-based attendance system’s card scanning features to ensure that all students are counted for attendance purposes in compliance with *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1) and Senate Bill 98.
4. YMCA of San Diego County will identify key staff members to participate in training provided by SDCOE/City Span for implementation of the *City Span Web-based Attendance Tracking System*.
5. In addition, YMCA of San Diego County must monitor on a weekly basis that all students sign-in (AM Program) and sign-out (PM Program) times comply with the Early Release/Late Arrival times on file for each student, if applicable.
6. San Ysidro School District will facilitate monthly attendance reporting and reconciling with the SDCOE.

3. Staffing Requirements - Subject to change per COVID safety Guidelines:

1. YMCA of San Diego County must ensure a student-to-staff ratio of no more than 14 to 1. No more than 2 people will be designated to a group at all times.
2. YMCA of San Diego County must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the San Ysidro School District. Any testing sites in San Diego County is acceptable.
3. YMCA of San Diego County shall be responsible for students, staff, and parents accessing services under this Agreement. YMCA of San Diego County certifies that it shall provide adequate supervision of the students, staff, and other program personnel, and that its staff will follow legal guidelines on reporting child abuse/neglect.
4. YMCA of San Diego County must certify that all personnel providing services to students are Livescan screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel has provided evidence of freedom from active tuberculosis prior to starting service at any school site.

4. State Mandated Data and Evaluation Requirements:

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

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

1. Upon notification of overpayment in excess of the grant award amount or request for reimbursement of unexpended 21st CLCC grant funds by the CDE, San Ysidro School District or YMCA of San Diego County will be required to return the entire amount of funding in question to the San Diego County Office of Education.
2. Ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, California Education Code 8483.7.
3. Failure to comply with California Education Code 8483.7 shall result in a reduction of the 21st CLCC grant award during the current fiscal year or in subsequent years of the grant.
4. San Ysidro School District shall amend contract appropriately with the YMCA of San Diego County if the daily 21st CLCC reimbursement rate is increased by the California Department of Education during the term of contracted services. The current 21st CLCC reimbursement rate is \$8.88 per student/per day for the PM Program and \$5.92 per student/per day for the AM Program. San Ysidro shall adjust contract maximum to the appropriate percentage grant award that was increased or reduced in contract year.

6. Federal Program Monitoring and Annual Program Audit Guidelines.

1. San Ysidro School District shall provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE and YMCA relative to the administration of the 21st CLCC Grant Requirements per California State Education Code Sections 8482-8484.6 and the Standards and Procedures for Audits of California K-12 Local Education Agencies 2007-2008; Article 3.1. § 19846. After School Education and Safety Program.
2. Both San Ysidro School District and YMCA of San Diego County personnel shall participate in Federal Program Monitoring (FPM) training.
3. Both San Ysidro School District and YMCA of San Diego County will attend Federal Program Monitoring (FPM) meetings with the CDE.
4. Some regulations and guidelines may be amended according to Senate Bill 98. All applicable guidelines will be observed during fiscal year 2020-21.

6. 85/15 Grant Budget Restrictions

1. The San Diego County Office of Education shall retain 2% or \$2,106.00 of total grant funds for direct administrative costs.
2. San Ysidro School District shall retain 3.0% or \$3,159.00 of total grant funds for direct administrative costs.
3. The YMCA must expend at least 85% or \$89,505.00 of total grant funding in direct services for pupils.
4. No more than 5% or \$5,265.00 of direct administrative costs shall be expended by YMCA.
5. The YMCA of San Diego County shall receive up to 5.0% or \$5,265.00 for indirect costs.

1. Program Matching Funding Requirements.

- a. Program must provide local funds totaling no less than one-third of the grant amount.
- b. San Ysidro School District will provide matching funds for facilities and space usage not to exceed 25% of total match requirement.

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

9. Additional 21st CLCC Program Operation Requirements.

1. Both San Ysidro School District and YMCA shall each designate an 21st CLCC Contact person.
2. Ensure the designated 21st CLCC Contact(s) attends the scheduled 21st CLCC District Contact meetings provided by the Resources & Technical Assistance Center (RTAC), the After School Administrative Program Support Center (ASC), the Children's Initiative (CI), and the San Diego Office of Education (SDCOE).
3. Designated program coordinators will apply a minimum of 80% of their scheduled time to be within the San Ysidro School District and school sites to provide a direct and first line of response between parents, students and school sites.
4. Ensure that the program will include an educational and literacy element designed to provide tutoring (including virtually) and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, science and computer training.
5. The program will have an educational enrichment element that may include, but not limited to STEM, sports, visual and performing arts (dance), service learning, and youth development activities. These items should be discussed collaboratively between school administration and YMCA of San Diego County to best meet the needs of the San Ysidro School District.
6. Plan the program through a collaborative process that includes parents, youth, and school administration and personnel, community organizations, and the private sector.
7. If the site is not located on a school campus, it must be as accessible and available as the school site with safe transportation being provided by San Ysidro School District to enrolled participants.
8. San Ysidro School District shall collaborate with YMCA to provide a snack and/or supper program that conforms to Article 2.5 of Chapter 9 of Part 27, commencing with Education Code Section 49430. (EC 8482.3(d)).
9. Provide information regarding the 21st CLCC Program in a form and language that is easily understandable to all parents.
10. Each partner in the application will share responsibility for the quality of the program. San Ysidro School District and YMCA will partner to conduct an annual continuous quality improvement process.
11. San Ysidro School District and YMCA will collaborate and coordinate with the regular school day program.
12. San Ysidro School District is responsible to ensure the YMCA of San Diego County has access to safe, clean, and supportive indoor/outdoor space at participating school sites to conduct a high quality program. Space shall include adequate indoor space for all academic and enrichment activities and shall be cleaned to the same standards/schedule as the regular school day. All sites shall be disinfected according to all COVID safety guidelines
13. All YMCA staff and volunteers will fulfill health screening and fingerprint clearance requirements in current law according to San Ysidro School District policy. This also includes daily health screening (daily google form screen check and temperature check)
14. Each 21st CLCC funded site will be responsible for the development of a 2020-21 After School Program Plan as part of the San Diego 21st CLCC Program Consortium.
15. San Ysidro School District and YMCA administration will review the 21st CLCC Program Plan annually and provide updates and/or revisions based on 21st CLCC program components, California Department of Education guidelines, and identified district program changes based on changes in grant or sites.

16. If applicable, Each 21st CLCC Program plan will identify 2020-21 Attendance Goals described in Section VII of the San Diego Consortium After School Program Plan.
17. Ensure that 21st CLCC staff attends District and SDCOE training opportunities designed to maximize program effectiveness.
18. Host scheduled technical assistance site visits conducted by staff from RTAC, the After School (ASC) and the CI.
19. Collaborate with staff from RTAC, the After School (ASC), and the CI to review site visitation and technical assistance reports and plan for continuous program improvement.
20. San Ysidro School District and YMCA of San Diego County will ensure the proper record keeping and documentation of program activities and the timely submission of all required reports. All reports due to San Diego County Office of Education and delegated to YMCA of San Diego County by San Ysidro School District shall include at least 30 days' notice unless otherwise agreed upon by both parties.

10. Terms and Conditions of the Grant Award

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

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

PERIOD OF AGREEMENT

According to the terms of the 21st Century Community Learning Centers (21ST CCLC) Program, the term of this Agreement shall be July 1, 2020 through June 30, 2021.

10. COMPENSATION/COSTS AND PAYMENT SCHEDULE

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

YMCA of San Diego County shall submit to San Ysidro School District itemized invoices which indicate work completed by YMCA for 21st Century Community Learning Centers exclusively upon exhausted 85% of 21st CLCC funding for San Ysidro Middle and Willow Elementary School. The District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this MOA. District shall pay YMCA of San Diego County as available from SDCOE within 30 days and in accordance with this Agreement.

Payments of the grant may actually differ from the granted amount as determined by CDE due to: 1) Non-operation of a program at a school site or non-operation of a funded grant component. 2) The inability to expend the total grant award by the June 30, 2021 final expenditure deadline for all 21ST CCLC grant funds as determined by CDE. 3) Any 21ST CCLC program Audit Findings or Program Compliance issues that result in the reduction of grant award or repayment of expended 21ST CCLC funding will be paid to YMCA of San Diego County if determined such findings or compliance issues were a result of the failure to provide contracted services agreed upon by both parties and/or stated in signed MOA.

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

YMCA of San Diego County Contact:

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

San Ysidro School District Contact:

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

13. CONFIDENTIALITY

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

any purpose other than the performance of this agreement without San Ysidro School District's written prior consent.

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

San Ysidro School District may disclose to any vendor, or YMCA of San Diego County approved third parties, any information otherwise subject to Subsection 1 that is reasonably required for the performance and administration of the scope of work described in this contract. Prior to any such disclosure, San Ysidro School District shall obtain the YMCA of San Diego County's written agreement to the requirements of Subsection 1 and shall provide a copy of such agreement to San Ysidro School District.

3. The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes 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 YMCA/Service Provider from LEA/District continue to be the property of and under the control of the District. The YMCA will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The YMCA will not obtain pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the YMCA shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- YMCA shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Agreement.
- YMCA certifies that a pupil's records shall not be retained or made available to the YMCA upon completion of the terms of this Professional Services Agreement.
- District agrees to work with the YMCA to ensure compliance with FERPA.
- The YMCA shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records do

not include mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

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

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

14. CONFIDENTIALITY OF SERVICES

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

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

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

15. TERMINATION FOR CONVENIENCE

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

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

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

16. TERMINATION FOR DEFAULT

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

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

17. INDEPENDENT CONTRACTOR

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, YMCA of San Diego County is acting as an independent contractor and not as an officer, agent, or employee of San Ysidro School District.

18. HOLD HARMLESS

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

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

19. WORKERS' COMPENSATION

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

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

20. NON-FUNDING

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

21. AUDIT

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

22. INSURANCE REQUIREMENTS

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

(2) Minimum Requirements and Limits. YMCA and Subcontractors shall, at its expense, procure and

maintain for the duration of this Agreement, Public Liability and Property Damage Insurance to protect them and the District from all claims for injuries to persons, including accidental death, as well as from all claims for property damage which may arise from or in connection with the performance of the Agreement by YMCA, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** including premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
2. **Automobile Liability: \$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of San Ysidro School District.

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

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

23. GOVERNING LAW/VENUE SAN DIEGO

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

24. COMPLIANCE WITH LAW

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

25. FINAL APPROVAL

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

26. TOBACCO-FREE FACILITY

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

27. PUPIL SAFETY / SCHOOL SAFETY ACT

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

below:

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

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

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

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

By (Authorized Signature)

Date

Steve Hensel
Name (Type or Print)

YMCA of San Diego County

28. ENTIRE AGREEMENT

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

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

SAN YSIDRO SCHOOL DISTRICT
By (Authorized Signature)

YMCA OF SAN DIEGO COUNTY
By (Authorized Signature)

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

Date: _____

Board Approved: _____

Baron Herdelin-Doherty
President/CEO
YMCA of San Diego County

Date: _____

YMCA Federal EIN #: 95-2039198

San Diego County Office of Education
 Funding Status per School
 FY2020-2021

2% 3% 5% 5% 85%

21st CLCC GRANT

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

\$10,530.00

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

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

AGENDA ITEM: AMENDMENT NO. 3 TO THE NINYO & MOORE AGREEMENT FOR LA MIRADA AND SMYTHE SCHOOLS MODERNIZATION PROJECTS

BACKGROUND INFORMATION:

On May 30, 2017, the Governing Board approved the agreement with Ninyo and Moore to perform geotechnical and environmental surveys for the La Mirada and Smythe Modernization Projects.

Amendment No. 3:

- Consulting services to aid in the Division of the State Architect (DSA) closeout process for the subject projects.
- All other terms and conditions remain the same.

RECOMMENDATION:

Approve/Ratify Amendment No. 3 to the Ninyo and Moore Agreement to continue with the projects associated with La Mirada and Smythe Schools Modernization Projects and DSA Closeout estimated cost of \$5,500.00 from the 2017 COPs remaining funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

AMENDMENT NO. 3

\$5,500.00

(Amount)

2017 COPs remaining funds

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

August 11, 2020
Project No. 108288004-005

Mr. Paulo Azevedo
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173

Subject: Proposal for Consulting Services for DSA Project Closeout
Smythe and La Mirada Elementary Schools
San Ysidro, California
DSA Application Nos. 04-115906 and 04-115907

Dear Mr. Azevedo:

In response to your request, we are pleased to submit this proposal to provide consulting services to aid in the Division of the State Architect (DSA) closeout process for the subject projects. Ninyo & Moore was previously retained to provide geotechnical, special inspection, and material testing services during construction of the subject projects. The projects were originally scheduled to be completed during Summer 2017. However, over the course of the project, several deviations and non-conformances were noted by Ninyo & Moore, as well as the design professionals, which have remained outstanding. Due to these outstanding items, closeout of the projects through DSA has not yet been completed. Specifically, DSA issued form 301-P Notification of Requirement for Certification on August 22, 2018 followed by the Project Inspector issuing DSA form 154 Notice of Deviations dated November 7, 2019. Based on discussions with your office, we understand that the District is working toward resolution and closeout of the subject projects in the coming weeks. The purpose of our services will be to provide consulting services to assist the District and the design professionals with closeout of the projects with DSA.

PROPOSED SCOPE OF SERVICES

Due to our involvement over the years on the subject projects, we propose to provide consulting services to assist with DSA closeout. These services may include the following:

- Review of emails and other project related correspondence related to the outstanding items.
- Participate in conference calls and discussions with the design professionals and District.

- Review of forthcoming Construction Change Documents (CCDs) and/or other design submittals and documents prepared by the Contractor and design professionals.
- Review of daily inspection reports regarding the outstanding gate and mechanical screen items.
- Preparation of DSA forms 291 and 293 for submittal to DSA for closeout.

ASSUMPTIONS

The scope and fee presented herein are based on the following assumptions:

- Reinspections of the completed work will not be needed.
- Resolution of the outstanding items will not require new work to be completed that will need special inspection.

FEE ESTIMATE

The consulting services described above will be provided on a time-and-expense basis accrued in accordance with the schedule of fees currently used for our work with the District. For budgetary purposes, we suggest allocating a budget of \$5,500 (Five Thousand Five Hundred Dollars) for our consulting services. The actual fees will be dependent upon the magnitude of our involvement and the number of requests for conference calls and discussions.

We look forward to working with you on this project. If you are in agreement with this proposal, please forward us your contract documents for execution.

Respectfully submitted,
NINYO & MOORE



Gabriel Smith, PE, GE
Project Engineer



Mark Cuthbert, PE
Principal Engineer

GS/MC/gg

Distribution: (1) Addressee (via e-mail)

13E.20
Page 3 of 3

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

FROM:
Nutrition Services
Evelyn Zarzosa, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH GALASSO'S BAKERY – TERM EXTENSION

BACKGROUND INFORMATION:

In efforts to improve the quality of meals served in our cafeterias, Nutrition Services is recommending to extend the agreement with Galasso's Bakery to continue providing whole wheat bread. Galasso's Bakery offers a variety of healthier bread choices that meet the guidelines of our menus. The vendor has agreed to provide the required quantities of bread each and every day to meet the nutritional guidelines of our menus. Galasso's Bakery will provide services to the District from July 1, 2020 through June 30, 2021.

RECOMMENDATION:

Approve/Ratify the agreement with Galasso's Bakery to extend the term to 2020-2021 school year to provide whole wheat bread to all school's cafeterias.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No. 2 Base Services Safety

2.1 Maintain basic operating services of the district.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

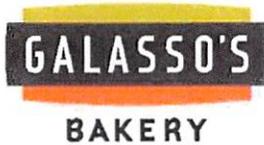
Requisition #

Based on purchases
(Amount)

Child Nutrition

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



August 12, 2020

Evelyn Zarzosa,
Director of Child Nutrition Services
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Regarding: Extension Pricing for 2020/2021 School Year

Dear Ms. Zarzosa,

Once again as we head into the 2020-2021 School year, we would like to let you know that your district has been an amazing business partner. The majority of your district's deliveries have met or exceeded our \$75.00 minimum. Galasso's Bakery would like to offer the extension of service to the San Ysidro School District with the attached fresh bread pricing for the 2020-2021 school year. The prices reflect a 5% increase due to the extreme rapid rising costs of labor, along with a substantial one year increase in the Consumer Price Index (CPI) for "Food Away from Home". The prices will be effective August 1, 2020 through July 31, 2021.

Please help us by continuing to achieve a \$75.00 minimum per delivery when placing your orders. Additionally, Galasso's Bakery has elected to relinquish the handling of all tortilla items. We can recommend viable solutions for you upon request. We will also be discontinuing any items that have an "NA" in the price column.

Any additional items that are required can be added to your authorized product list by contacting: Albert Armenta (714) 292-6638 or aarmenta@galassos.com

Please confirm by signing below, and returning to my office via fax, e-mail or mail.

Thank you for your support. We look forward to working with you for the upcoming school year!

Sincerely,



Mark Bailey, CFO
Galasso's Bakery

San Ysidro School District agrees to extend the terms and conditions, as indicated, for the 2020 - 2021 school year. Effective from July 1, 2020 through June 30, 2021.

Signature of authorized representative

Date

Print or type name



San Ysidro School District
2020/2021 School Year Price List

Item #	Product Description	2019/2020 Price	2020/2021 Price
00201	FRENCH ROLL 6 IN NON-SLICED 12PK	3.21	3.37
00202	FRENCH ROLL 6 IN HINGED 12PK	3.21	3.37
00503	SOFT BREADSTICKS 8 IN 12PK (GALASSO BAG)	1.86	1.95
00505	WHOLE GRAIN BREADSTICKS 8 IN 12PK	1.86	1.95
01206	WHITE PULLMAN 24OZ 1/2 IN SLICE	2.07	2.17
02104	FRENCH WHEAT 6 IN ROLL LIGHT WHEAT HINGED 12PK	3.25	3.41
02109	100% WHOLE WHEAT PILLOW 24OZ 1/2 IN SLICE	2.07	2.17
02116	WHITE WHOLE WHEAT 6 IN HOT DOG BUN 12PK	2.27	2.38
02119	WHITE WHOLE WHEAT PULLMAN 24OZ 1/2 IN SLICE	2.38	2.50
02122	WHITE WHOLE WHEAT STEAK 6" ROLL HINGED 12PK	3.00	3.15
02133	WHITE WHOLE WHEAT 4 IN HOAGIE HINGED 12PK	3.31	3.48
02134	WHITE WHOLE WHEAT 3 5 IN HAMBURGER BUN 12PK	2.27	2.38
02139	WHITE WHOLE WHEAT 4 IN HAMBURGER BUN 12PK	2.27	2.38
02145	WHITE WHOLE WHEAT 4 IN SEEDED BUN 12PK	2.34	2.46
02228	WHITE WHOLE WHEAT T-BISCUIT	1.81	1.90
02486	WHEAT DINNER ROLL 1 3OZ 12PK (PLAIN BAG)	1.65	1.73
07062	100% WHOLE WHEAT BAGEL 6PK	2.68	2.81
07063	CINNAMON RAISIN BAGEL 6PK	2.68	2.81
07064	WATER (PLAIN) BAGEL 6PK	2.68	2.81
07065	ONION BAGEL 6PK	2.68	2.81
07066	WHITE WHOLE WHEAT BLUEBERRY BAGEL 6PK	2.68	2.81
07069	MINI WATER (PLAIN) BAGELS 10PK	3.10	3.26
07072	BLUEBERRY BAGEL 6PK	2.68	2.81
07073	WHITE WHOLE WHEAT BAGEL 6PK	2.68	2.81
07074	WHITE WHOLE WHEAT CINNAMON RAISIN BAGEL 6PK	2.68	2.81
07111	WHITE ENGLISH MUFFIN 12OZ 6PK	1.70	1.79
07114	100% WHOLE WHEAT ENGLISH MUFFIN 6PK	2.00	2.10
07209	CROISSANT 6PK	3.88	4.07

BOLD = San Ysidro School District Contract Items

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

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

AGENDA ITEM: AGREEMENT SOUTH BAY FENCE, INC.

BACKGROUND INFORMATION:

District would like to finalize DSA closeout for La Mirada Elementary and Smythe Elementary. In order to have this completed, the schools need to have installation of ADA compliance gates at both sites. Sunset School is also in need of knox boxes that are required for emergency situations.

South Bay Fence Inc. will

- Fabricate and install interior ADA compliance gates and install knox boxes at La Mirada and Smythe Schools.
- Install knox boxes at Sunset Elementary School

RECOMMENDATION:

Approve the agreement with South Bay Fence Inc. to fabricate and install ADA compliance gates and knox boxes in an amount up to \$15,380.00 from the 2017 COPs remaining funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No. 2: Base Service 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 2020-2021 Budget?

Yes No

Requisition #

\$15,380.00

(Amount)

2017 COPs remaining funds

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$45,000
NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

THIS CONTRACT made and entered into on the last date of signature hereto by and between

South Bay Fence Inc., hereinafter called the **CONTRACTOR**
and the

San Ysidro School District, hereinafter called the **DISTRICT**.

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

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT**, in accordance with the Terms & Conditions set forth in Attachment C hereof and incorporated herein by this reference and any specifications attached for a total contract price of: Fifteen thousand three hundred eighty and 00/100 Dollars (\$ 15,380.00) **(MAY NOT EXCEED \$45,000), to be paid in full within thirty (30) days after completion and acceptance.**

NOTE - Payment and Performance Bonds: For Contracts over \$25,000, the awarded contractor will be required to furnish the District with a Payment Bond equal to 100% of the contract amount and may be required to furnish a Performance Bond equal to 100% of the contract amount, prior to execution of the Contract, at no additional charge to the District. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California with a rating of A++, A+, A, or no less than A-.

2. **LICENSE:** Contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following classification: C-13.

3. **CONSTRUCTION PERIOD:** This contract shall commence on September 18, 2020, with work to be completed within () consecutive days and/or by September 30, 2020.

4. **PREVAILING WAGE:** This PROJECT is a Public Work. Public works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor cannot submit a proposal or engage in the performance of any contract for public work as defined in Labor Code Chapter 1: Public Works, Labor Code sections 1720 - 1861, unless currently registered and qualified to perform public work pursuant to Sections 1725.5 and 1771.1.

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as determined by the Department of Industrial Relations, shall be paid to all workers employed on public works.

A copy of the per-diem rates of Prevailing Wages are on file and available for review at through the Department of Industrial Relations Website at <http://www.dir.ca.gov/dlsr/pwd/index.htm>.

Contractor is required to post all job site notices prescribed by regulation.

5. **SUBMISSION OF PROPOSAL/QUOTE:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

6. **SCOPE OF WORK:** CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:

NOTE - Order of Precedence: This contract, in conjunction with the terms and conditions in Attachments A, B & C take precedence over any Contractor supplied attachments.

SCOPE OF WORK

*Install 2 - 4'x6' ADA compliance gates with stainless steel Von Duprin panic bars and hydraulic Mammoth self closers at La Mirada and Smythe School; furnish and install 3 knox box at La Mirada, Smythe and Sunset Elementary
See Attachment (Proposal)*

**NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER
AND SUBMITTED WITH PROPOSAL**

The undersigned declares: I am the _____ of _____, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20____, at _____, California.

By: _____ Print Name: _____

SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS

_____ In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (please complete certification form, Attachment A).

_____ In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)

_____ Installation of physical barrier at the work site to limit contact with pupils.

_____ Surveillance of employees of the Contractor by school personnel.

_____ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

Supervisor's Name: _____

Soc. Sec. No. (last 4 digits or full CDL#) _____

XX In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:

XX Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days – may not include after school hours).

_____ Other, describe _____

District Signature: _____, Title: Chief Business Official

Date: _____ Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.

Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

- | | |
|---|--|
| _____ Work Specs/Scope of Work Statement | _____ Contractor Certification Form, Attachment A |
| _____ Certificates of Insurance | _____ Contractor DIR Registration Certification Form, Attachment B |
| _____ Workers' Compensation Insurance Certificate | _____ Terms and Conditions, Attachment C |
| _____ Non Collusion Affidavit | _____ Purchase Order No. _____ |

INTERIOR ADA COMPLIANCE GATES
CUPCCAA

NOTE - Taxpayer Identification: Federal Regulations (26 CFR 1.6041) requires non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable. The District requires a valid copy of a W-9 to be supplied upon request.

TYPE OF BUSINESS ENTITY

- _____ Individual
- _____ Sole Proprietorship
- _____ Partnership
- _____ Corporation
- _____ Other

TAX IDENTIFICATION

Employer Identification Number

Social Security Number

License No: _____ Classification: _____ Expiration Date: _____

(District Use Only – Purchasing Dept.)
CSLB License & DIR Reg. verified by _____, Date _____)

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on Attachment A Certification Form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.1

All notices permitted or required under this contract shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Contract Execution

CONTRACTOR	
Date:	Accepted by - Print Name and Title Rafael Perez II
Company Name and Street Address: South Bay Fence, Inc. 3084 Main Street Chula Vista, CA 91911	Signature
Phone: (619) 420-3410	Email: rafa3@southbayfence.com
DISTRICT	
Date:	District Representative – Print Name and Title Marilyn Adrianzen Chief Business Official
District Name and Street Address: San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173	Signature:
Phone: 619-428-4476 x 3004	Email: Marilyn.adrianzen@syzdschools.org

**ATTACHMENT A – CONTRACTOR PUPIL CONTACT CERTIFICATION FORM
CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1
(Complete only if pertinent)**

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any 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.

Contractor shall not permit any employee to perform services who may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District 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.

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

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name	Social Security No (last 4 digits or full CDL#)

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

CONTRACTOR	
Date:	Print Name and Title
Company Name	Signature

**ATTACHMENT B
CERTIFICATION OF CONTRACTOR AND
SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION**

Pursuant to Public Contract Code Section 1725.5, a Contractor or subcontractor must be registered with the Department of Industrial relations to engage in the performance of any defined public work contract.

I _____ (Name), _____ (Title) certify that

Contractor Representative Print Name:	Title:
South Bay Fence, Inc. 3084 Main Street Chula Vista, CA 91911	DIR Registration Number:
	DIR Registration Expiration Date:

is currently registered as a contractor with the Department of Industrial Relations (DIR).

Contractor further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall ensure that all subcontractors are registered prior to award of contract and maintain registered status for the duration of the project.
3. Contractor is to furnish a DIR Registration Number for all subcontractors prior to contract award.
4. Contractor shall only be able to substitute a subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work and district approves of the change.

Failure to comply with any of the above may result in immediate termination of contract.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Signature:

Date: _____

ATTACHMENT C
TERMS AND CONDITIONS

ARTICLE 1. PROPOSAL ACCEPTANCE: Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

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

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

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

ARTICLE 5. ASSIGNMENT: Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of District.

ARTICLE 6. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE: The Contractor shall not commence work under this Contract until it has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this Project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall Contractor allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without

the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

a) **WORKER'S COMPENSATION INSURANCE:** The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all its employees engaged in work under this contract, or at the site of the Project, and if the work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for subcontractor's employees. Any class of employee or employees not covered by subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide prior to performing the work of the contract, a Certificate regarding workers' Compensation 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.

ARTICLE 7. LABOR CODE COMPLIANCE: A contractor or subcontractor shall not be qualified to engage in the performance of any contract for public work as defined in Labor Code Chapter 1: Public Works, Labor Code sections 1720 - 1861, unless currently registered and qualified to perform public work pursuant to Sections 1725.5 and 1771.1. Public works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration. Contractor shall ensure that all subcontractors are registered and maintain registered status for the duration of the project.

The Contractor hereby stipulates that it shall comply with the applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5 ("Public Works Labor Code Provisions"), including, but not limited to, the payment of the general prevailing rates for public works projects of more than One Thousand Dollars (\$1,000) (§1771), hiring of Apprentices (§ 1777.5) and Working Hours (§ 1813), and Payroll Records (§ 1776). Prevailing rate of per diem wages are on the website of the Division of Labor Statistics and Research of the Department of Industrial Relations at www.dir.ca.gov/OPRL/. Contractor shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

Contractor or subcontractor shall, as a penalty to the District, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 of the Public Works Labor Code Provisions.

With regard to hiring of apprentices, the responsibility of compliance with Labor Code section 1777.5 shall rest with the Contractor.

Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Said determinations are available to any interested party on the web site (www.dir.ca.gov/).

INTERIOR ADA COMPLIANCE GATES
CUPCCAA

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes.

Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of

District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

- c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

ARTICLE 8. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However,

approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not proposing work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to

the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his proposal for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

ARTICLE 9. WORK HOURS: As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work.

The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law

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The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

ARTICLE 10. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend, indemnify, and hold harmless the District, its officials, employees, agents and volunteers, against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages or injury, in law or equity to property or persons, including wrongful death, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the Project or this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants, volunteers or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees. Contractor shall reimburse District and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

ARTICLE 11. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

ARTICLE 12. PATENTS, ROYALTIES AND INDEMNITIES: The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

ARTICLE 13. GUARANTEE: Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District,

ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

ARTICLE 14. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at its discretion to prevent the threatened loss or injury. It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present

ARTICLE 15. DISTRICT'S RIGHT TO TERMINATE CONTRACT: If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate. In the event this contract is terminated 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.

ARTICLE 16. COMPLIANCE WITH STORM WATER PERMIT:

Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs. Contractor shall provide copies of all reports and monitoring information to the District Representative.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. The Contractor, by signing this contract, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its proposal accordingly, and assumes any and all risks and liabilities arising therefrom. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for fines or delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit or other regulatory regulations. Contractor shall provide copies of all reports and monitoring information to the District Representative.

ARTICLE 17. CLEAN UP: Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

ARTICLE 18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 19. EXCAVATION DEEPER THAN FOUR FEET: If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to proposers prior to the deadline for submitting proposals. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 20. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES:

The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

ARTICLE 21. CHANGES AND CHANGE ORDERS: Change orders may not cause the total aggregate cost of the project to exceed \$45,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make

minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 22. PAYMENTS: The Contractor shall submit to the District an invoice requesting payment for completion of the Work. The District shall review payment request and, as soon as practical, shall: (i) certify that the request is correct in all aspects and should be paid by the District; (ii) reject the request as not proper, stating the reason(s) why rejection is appropriate; or (iii) require that the Contractor provide additional information that the District reasonably determines is necessary to verify the requested payment amount. In the event the District rejects the request for payment, the Contractor may resubmit the request with additional or new information establishing why payment should be made despite the reason(s) set forth in the District's initial rejection. The District shall pay the undisputed amount of the Contractor's request for payment, less any amounts that may be withheld or retained pursuant to this Contract or applicable law, within thirty (30) days of receipt of such request and in accordance with Public Contract Code Section 20104.50.

ARTICLE 23. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS: For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the

meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with section 2060.010) of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.

ARTICLE 24. DEFAULT BY CONTRACTOR: When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

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ARTICLE 25. WORKERS AND SUPERVISION: Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

ARTICLE 26. SUBSTITUTIONS: No substitutions of materials from those specified in the Work Specifications shall be made without the prior written approval of the District.

ARTICLE 27. ACCESS TO WORK: District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

ARTICLE 28. OCCUPANCY: District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

ARTICLE 29. ASSIGNMENT OF CONTRACT AND PURCHASE ORDER: The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

ARTICLE 30. FORCE MAJEURE: The parties to this contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by Act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

ARTICLE 31. PERMITS AND LICENSES: The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

ARTICLE 32. CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in carrying out other terms and conditions of the purchase order, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

ARTICLE 33. ASSIGNMENT OF CLAIMS: In submitting a quote on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

ARTICLE 34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract

is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Contractor shall bear all costs arising therefrom.

ARTICLE 35. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

ARTICLE 36. GOVERNING LAW: This contract shall be governed by and construed in accordance with the laws of the State of California.

ARTICLE 37. NO ORAL MODIFICATION: Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

ARTICLE 38. ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA): All contract work that is performed for the San Marcos Unified School District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District buildings.

ARTICLE 39. PROHIBITION AGAINST LEAD-BASED MATERIALS: In accordance with the Lead-Safe Schools Protection Act (Education Code Section 32240 *et seq.*), the Contractor shall not use for purposes of the Work, or incorporate into the Work, any lead-based paint, lead plumbing or solders, or other materials, equipment or other things that, in whole or in part, consist of lead and, therefore, may be a potential source of lead contamination.

ARTICLE 40. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

ARTICLE 41. DVBE PARTICIPATION: This contract will be subject to disabled veterans participation goals and record retention program if State funding is used for the Project. If applicable, in accordance with Education Code section 17076.11, this District will implement its participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such project, Contractor shall provide appropriate documentation to the District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.

[Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. Contractor

agrees to provide the State or the District with any relevant information requested and shall permit the State and/or the District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Contractor agrees to maintain such records for a period of three (3) years after final payment under the contract.]

ARTICLE 42. PROJECT-RELATED RECORDS: The Contractor shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Work ("Project Records"), including, but not limited to, Change Orders, submittals, requests for information, daily reports, correspondence, permits, insurance policies, certificates of insurance, testing and inspection reports, and safety records. The Contractor shall keep such accurate and comprehensive Project Records as are (i) necessary for proper administration and performance of the Work and (ii) required by law or this Contract. All Project Records, as applicable, shall be maintained in accordance with generally-accepted accounting principles. If the Contract Amount, as adjusted pursuant to this Contract, exceeds \$10,000, then, in accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Contract. In addition, the District hereby has the right to examine, review, audit and/or copy the Records of the Work during the four-year period following final payment to the Contractor pursuant to the Contract. Therefore, the Contractor shall make the Project Records available at its offices at all reasonable times during the performance of the Work and for four (4) years from the Governing Board accepts the Work. However, if any audit is commenced within such four (4) year period, the Contractor shall make the Project Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Project Records for such longer period as may be required by federal law.

**THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS
consisting of Articles 1 through 42**

INSERT PAYMENT AND PERFORMANCE BONDS IF OVER \$25,000.

(Balance of page intentionally blank.)



"No Job Too Tough"

PROPOSAL

Job No. _____

South Bay Fence, Inc.

3084 Main Street
Chula Vista, CA 91911

Lic # 343571

Phone: (619) 420-3410
Fax: (619) 420-5665

Name San Ysidro School District Project Interior ADA Compliance Gates Date 7-23-20

Contact Paulo Azebedo Phone 619-454-0956 Fax or Email paulo.azevedo@syzdschools.org

Billing Address _____ City _____

Job Address La Mirada Elem / Smyth Elem City _____

TO FURNISH MATERIAL AS SPECIFIED BELOW FOR INSTALLATION AT AND/OR SHIPMENT TO:

8ft	Un.ft. of fencing	Fence Height Overall	6ft	ft.	Plus	n/a	Strands of Barb Wire	Tension Wire	n/a
as specified herein.					Plus	n/a	Razzor Ribbon	n/a	Top
									Bottom

n/a lin.ft. complete fence style approx ft. high ga. mesh

n/a lin.ft. complete fence style approx ft. high ga. mesh

LINE POSTS

for n/a fence, to be O.D. Set in ft. of concrete spaced ft. on centers

LINE POSTS

for n/a fence, to be O.D. Set in ft. of concrete spaced ft. on centers

DIAGRAM

Supply all labor and materials
To fabricate and install 2 each 4ft x 6ft high ADA compliance chain link swing gates with Mammoth self closing hinges

#1 - Install 2 each 4ft x6ft high ADA Compliance Gates with Stainless steel VON DUPRIN panic bars and hydraulic Mammoth self closers

LIN.FT. OF TOP RAIL n/a O.D.

NO. OF BRACE n/a O.D.

CRN POST n/a O.D. set in n/a of concrete

END POSTS n/a O.D. set in n/a of concrete

GATE POSTS n/a O.D. set in n/a of concrete

Qty	Gate Type	Width	Height	O.D. Frame
2	c/l	4ft	6ft	1 7/8

South Bay Fence, Inc. shall not be responsible for irrigation, water, phone, cable, or underground utility lines unless noted

Standard Wages Prevailing Wages

TERMS:

50% deposit balance COD Net 30 Days

TOTAL CONTRACT PRICE: **\$8,930.00**

Taxes, if any, are included in contract price.

INTERNAL USE:

Contract / PO# _____

C.O.I. _____ DIR ID# _____ DAS140 & 142 _____

Property owned by: _____

ACCEPTANCE: This Proposal signed this _____ day of _____ 20____

becomes a contract when accepted by the seller, subject to the printed conditions on the reverse side hereof.

South Bay Fence, Inc.

Customer's Signature _____

Submitted by RAFAEL PEREZ III Date 7-22-20



PROPOSAL

Job No. _____

South Bay Fence, Inc.

3084 Main Street
Chula Vista, CA 91911

Lic # 343571

Phone: (619) 420-3410
Fax: (619) 420-5665

Name **San Ysidro School District** Project **Interior ADA Compliance Gates** Date **8-31-20**
 Contact **Paulo Azebedo** Phone **619-454-0956** Fax or Email **paulo.azevedo@syzdschools.org**
 Billing Address _____ City _____
 Job Address **La Mirada Elem / Smyth Elem / Sunset Elem** City _____

TO FURNISH MATERIAL AS SPECIFIED BELOW FOR INSTALLATION AT AND/OR SHIPMENT TO:

n/a	Un.ft. of fencing	Fence Height Overall	n/a	ft.	Plus	n/a	Strands of Barb Wire	Tension Wire	n/a
as specified herein.					Plus	n/a	Razor Ribbon	n/a	Top
									n/a
									Bttm

n/a	lin.ft. complete fence	style approx	ft. high	ga.	mesh
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n/a	lin.ft. complete fence	style approx	ft. high	ga.	mesh
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LINE POSTS

for n/a	fence, to be	O.D. Set in	ft. of concrete spaced	ft. on centers
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LINE POSTS

for n/a	fence, to be	O.D. Set in	ft. of concrete spaced	ft. on centers
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DIAGRAM

Supply all labor only

To furnish and install 3 each know box and switch in 3 locations
 South Bay Fence will provide submittals for applications

*****NOTE*****

SAN YSIDRO SCHOOL DISTRICT TO PROVIDE INSPECTIONS

Property owned by: _____

ACCEPTANCE: This Proposal signed this _____ day of _____ 20____
 becomes a contract when accepted by the seller, subject to the printed conditions on the reverse side hereof.

South Bay Fence, Inc. _____
 Submitted by **Rafael Perez III** Date **8-31-20** Customer's Signature

LIN.FT. OF TOP RAIL	n/a	O.D.		
NO. OF BRACE	n/a	O.D.		
CRN POST	n/a	O.D. set in _____ of concrete		
END POSTS	n/a	O.D. set in _____ of concrete		
GATE POSTS	n/a	O.D. set in _____ of concrete		
Qty	Gate Type	Width	Height	O.D. Frame

South Bay Fence, Inc. shall not be responsible for irrigation, water, phone, cable, or underground utility lines unless noted

Standard Wages Prevailing Wages

TERMS:
 50% deposit balance COD Net 30 Days

TOTAL CONTRACT PRICE: \$6,450.00

Taxes, if any, are included in contract price.

INTERNAL USE:
 Contract / PO# _____
 C.O.I. _____ DIR ID# _____ DAS140 & 142 _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

FROM:
Human Resources
David Farkas, Executive Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH GRAND CANYON UNIVERSITY FOR
STUDENT TEACHING PROGRAM

BACKGROUND INFORMATION:

The San Ysidro School District will enter into an agreement with Grand Canyon University to support various Intern Programs. Grand Canyon University specializes in specific areas of need for the San Ysidro School District.

RECOMMENDATION:

Approve the agreement with Grand Canyon University to support student teaching placements effective September 1, 2020 through June 30, 2023.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

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

Yes No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Student Teaching Affiliation Agreement Between GCU and San Ysidro School District

- PARTIES:** This agreement is entered into on this 1st day of September by and between Grand Canyon University (GCU) and San Ysidro School District located at 4350 Olay Mesa Road, San Ysidro, CA 92173. Hereafter referred to as the "District."
- PURPOSE:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of GCU may participate in Student Teaching Internships, Practicum and Observations at the schools located in the District.
- TERM:** The term of this Agreement begins 9/1/2020 and ends 6/30/2023.
- COMPLIANCE WITH HANDBOOK AND POLICY:** GCU and GCU's participating students shall comply with all policies of the University and District. Students accepted to the District for clinical training shall be subject to all applicable policies and regulations of the District and GCU. Prior to assignment of students to the District, GCU will advise students of any specific requirements that must be met to participate in the clinical. These specific requirements are outlined in GCU's student teaching manual. Failure to complete the requirements will result in non-placement of students.
- COOPERATING TEACHERS:** The District shall provide qualified Cooperating Teachers to provide oversight, feedback and mentoring to GCU's participating students. Quality standards and service expectations for Cooperating Teachers are outlined in Exhibit A. GCU shall pay a \$500 stipend to Cooperating Teachers per each sixteen (16) week session of full-time service. Longer or shorter assignments will be assessed on a pro-rated basis. Compensation will not be provided for practicum courses. The stipends contemplated herein are to be paid directly to Cooperating Teacher. Should stipends be a lesser amount than those of the district, the participating student shall pay the difference. Stipend will be paid upon the completion of the student teaching semester providing all paperwork has been submitted. The relationship between Cooperating Teachers and GCU shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of his/her own state and federal income tax and self-employment tax as applicable.
- CONFIDENTIALITY:** GCU shall inform each participating student of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating student of any applicable state law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher that he/she is bound to maintain in confidence, any documents or other confidential information about GCU to which he/she might have access. Any breach of confidentiality by a participating Student or Cooperating Teacher shall be grounds for immediate termination of the clinical experience.
- INDEMNIFICATION AND HOLD HARMLESS:** Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. The District will provide participating students with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.
- ASSIGNMENT:** The provisions of this agreement shall insure to the benefit of, and shall be binding upon the successors of the parties hereto. Neither this agreement nor any of the rights or obligations here under may be transferred or assigned without prior written consent of the other party.
- NOTICES:** Notices under this agreement shall be mailed or delivered to the parties as follows:

University Dr. Kimberly LaPrade Dean, College of Education Grand Canyon University 3300 W. Camelback Road Phoenix, Arizona 85017	District San Ysidro School District
---	--
- MODIFICATION OF AGREEMENT:** This agreement may be modified only by written amendment executed by all parties.
- TERMINATION:** Either party, upon thirty (30) days written notice to the other party, may terminate this agreement.

12. **PARTNERSHIP/JOINT VENTURE/EMPLOYMENT:** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.
13. **NONDISCRIMINATION:** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

14. **RESPONSIBILITIES OF GCU**

- A. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify the District of the existence and outcome of any complaint of harassment by, against or involving any participating student.
- B. GCU agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the Agreement, including without limitations, laws relating to the confidentiality of student records.
- C. GCU requires that all students who must enter a FIELDWORK SITE provide us with a current and clear copy of a background check. Students will be prohibited to move forward until this document is received.
- D. GCU will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:

i. Commercial General Liability (Minimum Requirements):

Limits of Liability:

- \$1,000,000 Combined Single Limit
- \$2,000,000 General Aggregate
- \$1,000,000 Products Aggregate
- \$1,000,000 Personal Injury
- \$5,000 Medical Payments

Coverage:

- Premises/Operation Liability
- Medical Payments Liability
- Contractual Liability
- Personal Injury Liability
- Independent Contractors

ii. Professional Liability, as related to Educational Services

Limits of Liability:

- \$1,000,000 each wrongful act
- \$1,000,000 aggregate

iii. Certificates of Insurance:

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

Grand Canyon University

By: 
(Signature)

By: _____
(Signature)

Name: Dr. Kimberly LaPrade

Name: _____
(Please print or type)

Title: Dean, College of Education

Title: _____
(Please print or type)

Date: 9/1/2020

Date: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

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

AGENDA ITEM: AGREEMENT WITH JOHNSON CONTROLS

BACKGROUND INFORMATION:

The District would like to retain the services of Johnson Controls on an “as needed” basis for preventive maintenance and repair services under a block repair agreement. The District currently has approximately 380 HVAC units and the District’s manpower is not sufficient to cover all service calls. The cost implications for the Block Repair Agreement is up to \$30,000.00 with the option to purchase additional block units as may be necessary.

RECOMMENDATION:

Approve/Ratify the agreement with Johnson Controls to provide preventive maintenance and repair services for HVAC systems on an “as needed” basis in an amount up to \$30,000.00 from the Routine Restricted Maintenance fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No. 2: Base Service 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 2020-2021 Budget?

Yes No

Requisition #

UP TO
\$30,000.00
(Amount)

Routine Restricted Maintenance 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 18th day of September, 2020, by and between the San Ysidro School District, hereinafter called the "District", and

Johnson Controls

Company/Consultant

(619) 909-7339

Telephone Number

3568 Ruffin Road, San Diego, CA 92123

Address

www.johnsoncontrols.com

Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: July 1, 2020

To: June 30, 2021 (on an "as needed" basis)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

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

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

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

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

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **Additional Insured Endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). If Blanket Endorsement, it must include policy number and insured's name.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Consultant hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:-VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

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

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

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	Government Financial Strategies	
Name:	Matt Van Deren	
Title:	Owner Account Representative	
Address:	3568 Ruffin Road	
City/State/Zip Code:	San Diego, CA 92123	
Telephone:	(619) 909-7339	
Email:	Matt.vanderen@jci.com	

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Amber Elliott
Title:	Chief Business Official	Accounting Supervisor
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 x3009
Email:	Marilyn.adrianzen@sysdschools.org	Amber.elliott@sysdschools.org

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

DISTRICT

Johnson Controls

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

_____ (Initial) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

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

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

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

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

REVISED 09-13-18



PROPOSAL



"EXHIBIT A"

Customer:
San Ysidro School District
4350 Otay Mesa Road, San Ysidro CA. 92173

Estimate #: 1-195G2GO6

Proposal Date: 8/27/2020

Subject: Service Work Agreement

This is a proposal for HVAC service work on San Ysidro elementary school district. This is a NTE for \$30,000.00 of service work to be performed on all the sites listed above. If service contract exceeds amount listed JCI will submit a new service contract upon exceeded amount.

Total price \$30,000.00 NTE

Customer Approval _____ Date: _____

Service 24/7 (866) 283-6733	Standard Time	Overtime	Double Time
Mechanical Labor	2 hour Minimum \$139.00/ Hour	2 hour Minimum \$208.50/ Hour	2 hour Minimum \$278.00/ Hour
Chiller Labor	2 hour Minimum \$172.00/ Hour	2 hour Minimum \$258.00/ Hour	2 hour Minimum \$344.00/ Hour
Controls Labor	2 hour Minimum \$202.00/ Hour	2 hour Minimum \$303.00/ Hour	2 hour Minimum \$404.00/ Hour
Security & Fire Labor	2 hour Minimum \$168.00/ Hour	2 hour Minimum \$252.00/ Hour	2 hour Minimum \$336.00/ Hour

- Hourly rate starts when technician is dispatched to site and ends when technician returns to JCI San Diego Branch
- Standard rates in the table apply for calls Monday through Friday 7:00 a.m. – 4:00 p.m. excluding Holidays
- Overtime rates in the table apply for calls Monday through Friday 7:00 a.m. – 4:00 p.m. excluding Holidays
- Double time applies for Sundays and Johnson Controls Holidays
- Zone Charge: \$102
- Fuel Surcharge: \$10
- DEU: Disposal, Environmental, and Usage Fee: \$45
- COVID PPE Charge: \$15

3568 Ruffin Road, San Diego, CA 92123 – 24 Hour Service (866) 283-6733



Sites:

- District Office 4350 Otay Mesa Road San Ysidro CA. 92173
- San Ysidro Middle School 4345 Otay Mesa Road, San Ysidro CA 92173
- La Mirada 222 Avenida de la Madrid, San Ysidro CA 92173
- Smythe 1880 Smythe Ave. San Ysidro CA. 92173
- Child Development Center 1880 Smythe Ave, San Ysidro CA 92173
- Sunset Elementary 3825 Sunset Lane, San Ysidro CA 92173
- Willow 226 Willow Road, San Ysidro CA 92173
- Ocean View 4919 Del Sol Blvd, San Diego CA 92154
- Vista Del Mar 4885 Del Sol Blvd. San Diego CA 92154

Notes and Exclusions:

- All work will be performed in accordance with JCI Safety Policies.
- The stated price is based on all work performed during normal business hours or overtime as per customer's request
- This proposal is just for service calls and service repairs authorized by the customer. Customer will be billed upon completion of each service work ticket.
- JCI adheres to customer's San Ysidro's School District Professional Service Agreement
- The labor rates in this proposal are for this year and are subject to increase come January 1, 2021.

Thank you for this opportunity to be of service and for your confidence in allowing Johnson Controls to provide your building service's needs. To proceed with this proposal, please sign this copy and return to my attention. If you would like more information, please contact me at **(619) 909-7339**.

Sincerely,

Matt Van Deren

Owner Account Representative
Building Technologies & Solutions
Johnson Controls
619.909.7339 Cell

3568 Ruffin Road, San Diego, CA 92123 – 24 Hour Service (866) 283-6733

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor or overtime. Plastering, patching, and painting are excluded. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICE AND PAYMENTS.** Johnson Controls may invoice Purchaser monthly for all service calls performed and materials. Waivers of lien will agree to pay be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **EQUIPMENT WARRANTY.** Johnson Controls, Inc (JCI) warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.
5. **LABOR WARRANTY.** Johnson Controls, Inc. (JCI) warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. These warranties are in lieu of all other warranties, expressed or implied, including but not limited to those of merchantability and fitness for a specific purpose. Under no circumstances shall JCI be liable for any special, indirect, or consequential damages arising from or relating to any defect in material or workmanship of equipment or the performance of services.
6. **LIABILITY.** Johnson shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
7. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
8. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Johnson's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
11. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or projectsite.
13. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
14. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI

3568 Ruffin Road, San Diego, CA 92123 – 24 Hour Service (866) 283-6733

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 17, 2020

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

FROM:
Educational Services
Manuela Colom, Executive Director

Informational
 Action

AGENDA ITEM: EDUCATION FOR HOMELESS CHILDREN AND YOUTH PROGRAM
GRANT AWARD FOR 2020-21 FISCAL YEAR

BACKGROUND INFORMATION:

Since 1987, the California Department of Education (CDE) has administered Federal McKinney-Vento Homeless Assistance Act program funds. These funds are used to provide grants to facilitate the identification, enrollment, attendance, and success in school for homeless children and youth.

The District was awarded the 3-year Education for Homeless Children and Youth (EHCY) Program Grant. Based on receipt of Federal allocations for the EHCY Grant Program, the CDE will issue a new grant award each fiscal year for each of the three years. These funds will be used to provide supplemental services for our homeless children and youth. The funds are made contingent upon the availability of funds and may be amended. The award for fiscal year 2020-21 is estimated at \$121,875.00.

RECOMMENDATION:

Accept the Grant Award in the amount of \$121,875.00 for the Education for Homeless Children and Youth Program to provide supplemental services for District's 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 2019-2020 Budget?

Yes No

Requisition #

Revenue

\$121,875.00

(Amount)

EHCY Grant Award

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

ORIGINAL

Grant Award Notification

GRANTEE NAME AND ADDRESS San Ysidro Elementary 4350 Otay Mesa Road San Ysidro, CA 92173				CDE GRANT NUMBER					
				FY	PCA	Vendor Number	Suffix		
				20	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			
	\$121,875		\$121,875		7/1/2020	9/30/21			
CFDA Number	Federal Grant Number	Federal Grant Name				Federal Agency			
84.196A	S196A200005	Education for Homeless Children and Youth				U.S. Department of Education			
<p>I am pleased to inform you that you have been funded for the Education for Homeless Children and Youth Program.</p> <p>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.</p> <p>Please return this <u>original</u>, signed Grant Award Notification (AO-400) and the 2020/21 Budget Request to:</p> <p style="text-align: center;">Shoshannah Fuentes, Associate Governmental Program Analyst Integrated Student Support and Program Office California Department of Education 1430 N Street, Suite 6208 Sacramento, CA 95814-5901</p>									
California Department of Education Contact Shoshannah Fuentes					Job Title 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 [Signature]					Date July 30, 2020				
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS									
<i>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.</i>									
Printed Name of Authorized Agent Gina Potter					Title Superintendent				
E-mail Address					Telephone				
					gina.potter@syzschools.org (619) 428-4476				
Signature [Signature]					Date 9-4-20				

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 September 30, 2021. Carryover of EHCY funds is not allowed.
2. The grantee **must** submit five quarterly expenditure reports. Reporting period and due dates are:

Reporting Period

(Q1) July 1, 2020, through September 30, 2020
(Q2) October 1, 2020, through December 31, 2020
(Q3) January 1, 2021, through March 31, 2021
(Q4) April 1, 2021, through June 30, 2021
(Q5) July 1, 2021, through September 30, 2021 (Close-Out)

Due Date:

October 31, 2020
January 31, 2021
April 30, 2021
July 31, 2021
October 31, 2021

Failure to submit the required reports by the due dates may 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 e-mailed 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 2020-21 Budget Change Request (BCR) must be submitted. All BCRs must be submitted **before** May 31, 2021. Please mail **all** fiscal forms to Shoshannah Fuentes at the address shown on the front of this Grant Award Notification (AO-400).
4. The CDE will disburse funds to the grantee in four payments. The initial payment of 30 percent will be disbursed after receipt of all signed AO-400s and Budget Requests. The second payment of 30 percent will be disbursed after receipt of the second quarterly expenditure report, due January 31, 2021, if the grantee shows they have spent 65 percent or more of the first payment. The third payment of 30 percent will be disbursed after receipt of the third quarterly expenditure report, if the grantee shows they have spent 65 percent of funds advanced thus far. The final payment of up to 10 percent will be disbursed after the grantee has submitted the close-out expenditure report, due October 31, 2021.
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