

# San Ysidro School District Governing Board

## **AGENDA**

Thursday  
June 14, 2018  
5:00 p.m.

### **WELCOME**

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

San Ysidro Middle School  
Multicultural Complex  
4345 Otay Mesa Rd  
San Ysidro



**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, MAY 10, 2018**  
**5:00 p.m.**

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, May 10, 2018 with Closed Session held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. and conducted its business meeting at **La Mirada School – Auditorium, 222 Avenida de la Madrid, San Ysidro, CA 92173**. Closed Session was conducted in accordance with applicable sections of California Law.

**MINUTES**

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

**2. ROLL CALL** by Edward Velasquez, Interim Superintendent & Secretary to the Board

Mrs. Rosaleah Pallasigue, President

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

Mr. Marcos A. Diaz, Clerk

Mr. Rodolfo Linares, Member

Mr. Antonio Martinez, Member – *Absent*

**3. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS**

None at this time.

President Pallasigue announced that Mr. Martinez is ill and Mrs. Lopez is tending to a family emergency and will not be here.

President Pallasigue made the motion to recess to Closed Session, seconded by Clerk Diaz. The vote was 3 – 0.

**4. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:02 p.m. in accordance with section 54954.5 regarding:**

**4.1 GOVERNMENT CODE SECTION 54957**

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

**4.2 GOVERNMENT CODE SECTION 54957.6**

**CONFERENCE WITH LABOR NEGOTIATORS**

Agency Negotiators: Daniel Zummo, Executive Director of Human Resources

Employee Organizations:

San Ysidro Education Association/CTA

California School Employees Association, Chapter 154

**11.1**

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**4.3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to paragraph (3) of subdivision (d) of Section 54956.9:  
No. of Claims: 3 and Lawsuit BAP Power vs. San Ysidro

*The Board added a subsequent needed closed session item under 4.3 Lawsuit BAP Power vs. San Ysidro.*

**4.4 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION**

Pursuant to Government Code Section 54956.9(d)(1)  
Case: San Ysidro School District vs. Manuel Paul  
Case No. 37-2015-00003840-CU-NP-CTL

**4.5 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION**

Pursuant to Government Code Section 54956.9(d)(1)  
Case/Claim: Clark vs. SYSD  
Case No. 37-2017-00005908-CU-WM-CTL

**RECONVENED into OPEN SESSION at 6:17 p.m.** to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board took the following action in Closed Session:

- 1) Item 4.5-- On a vote of 3-0 4-3, the Board gave legal counsel settlement authority.

**5. CALL TO ORDER** Who: President Pallasigue Time: 6:17 p.m.

**6. ROLL CALL** by Edward Velasquez, Interim Superintendent & Secretary to the Board

- Mrs. Rosaleah Pallasigue, President
- Mrs. Irene Lopez, Vice-President – *Absent*
- Mr. Marcos A. Diaz, Clerk
- Mr. Rodolfo Linares, Member
- Mr. Antonio Martinez, Member – *Absent*

**7. FLAG SALUTE** by Edward Velasquez, Interim Superintendent & Board Secretary

*Performance conducted by the San Ysidro Middle School Drama Class titled “The Greatest Showman.”*

**8. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS**

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

The public has the opportunity to address the Board on any item appearing on the agenda or not on the agenda. Persons wishing to address the Board are asked to fill out a **Public Comment Form** located at the sign-in area, and submit the completed form to the administrative assistant prior to start of meeting.

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

**Wendy Rodriguez, Employee, Commented:** 1) Asked the Board to add a storage room inside the library at La Mirada and Smythe schools. 2) She stores materials in a bin in the back, items were lost and has no control. It's hard to get materials when teachers and students request them. 3) There are three offices in the library and would like to use one to keep materials and have an accurate record of them.

**Tony Plana, Scripps Performing Arts, Commented:** 1) Thanked the Board for having the Broadway Bound at Sunset, Ocean View Hills and Willow schools. 2) Invited the Board to the culmination event at San Ysidro High School. 3) We need to start teaching the arts in the second grade. Lower social economic students that have been exposed to the arts do better academically.

**Felipe Muro, ComSports, Commented:** 1) He's been coaching in the community for thirty years and he sees the difference between the kids north of 905 and the kids entering San Ysidro High School how unprepared they are. We are hoping to reach out and start them in sports at a younger age. 2) We are concerned that our youth are being left behind. There are kids that don't have funds to join the travel team or club sports and by the time they get to high school, they are joined by kids that have four to six years of competitive sports behind them. 3) We hope to provide year-round youth sports and provide the kids with what they should have. When the sport season is over during the school year, kids have to wait an entire year to play that sport again if they can afford it. Our organization will try to bridge that gap. 4) We just started a basketball league because of an individual who promised the kids they would play. Middle school kids from San Ysidro had no league and no where to play at. We associated with parks and recreation and we now have teams from Sweetwater middle schools. 5) What hurts him is that San Ysidro kids sometimes don't even have team jerseys. We have a coach that out of his own pocket, paid for the uniforms, league fees and the referee fees. 6) As a community, we have to come together and do something different to get a different result. We are here for the kids. It breaks his heart when he coaches football and sees kids that don't understand the sport because they were never exposed to it but they love it. We need to start them at the elementary level. 7) Unless we do something, we will continue to lose a lot of the kids. 8) By working together, we can have a long term, profound effect on our youth and that's what we are all here for.

**George Aceves, ComSports, Commented:** 1) We started the San Ysidro Basketball League. I've been coaching for sixteen years so I was able to reach out to all the middle schools. We have about nine schools that joined, a girls league and a boys league, and we call it the "San Ysidro League." There was a big demand and now everyone wants to join the San Ysidro League so we are bringing San Ysidro up. 2) I ended up having thirty-four kids so I made three teams and put them in the league. I put the money for their uniforms and everything knowing that I won't get a lot of it back. But it doesn't matter, just seeing those kids make that basket and seeing them happy. As a matter of fact, the Vista Del Mar boys team is undefeated. We are 4-0 and in first place. All three teams play on Saturdays. 3) We hope to provide off season sports for them next year when they join the Sweetwater League. We want to provide sports that the kids want to join.

**Jesus Bojorquez, ComSports, Commented:** 1) We have a basketball league and we are in our fifth week. We play at the San Ysidro Community Activity Center. If anyone wants to come and watch the games, it's filled with excitement.

## 9. CONFERENCE SESSION

### Reports/Presentations

9.1 Solar Panel Update – Art Castanares

9.2 California Distinguished School – Ocean View Hills – Manuela Colom

9.3 Teacher of the Year – Daniel Zummo

9.4 Classified Employee of the Year – Daniel Zummo

9.5 Employee Leaves – Daniel Zummo/Edward Velasquez

10. ITEMS FROM THE BOARD & INTERIM SUPERINTENDENT

**President Pallasigue, Commented:** 1) Wished everyone a Happy Mother’s Day. 2) Thanked Mrs. Rosario for the beautiful presentation. 3) Thanked Mr. Ramos for hosting the Board meeting. 4) Wants the Board to have a forward thinking attitude. It’s been a difficult road. 5) She doesn’t think the Board should use their seats to point fingers at one another. It’s an abuse of this seat to do so. This seat should only be used with the intent of teachers, children and parents in mind. 6) Hopes we can move forward and not engage in that kind of behavior. 7) We need to bring in local law enforcement so our kids can learn to respect the local authority. 8) We need drama, arts and sports. 9) She loves and appreciates this community.

**Clerk Diaz, Commented,** 1) Thanked Mr. Ramos for hosting the Board meeting. 2) Thanked staff for everything they do with our kids. 3) Attended the California Distinguished School recognition and congratulated Ocean View Hills School. It was a team effort. 4) We need to bring band, choir and sports in and look at the seasons for sports. He was in the band since third grade on. 5) Wished everyone a Happy Mother’s Day.

**Member Linares, Commented,** 1) We need to bring drama and acting with Mr. Plana and extend that to our younger kids. 2) He is happy to start a new school year with possibly, a new superintendent. Wished the superintendent luck and stated that he is here to help. 3) We need to start on a positive note, bury the hatchet and move forward for the kids. We will succeed working together.

11. GENERAL ADMINISTRATION

11.1 MINUTES

The Board approved the minutes of the Regular Board Meetings of April 12, 2018 and March 8, 2018 and the minutes of the Special Board meetings of April 12, 2018, March 23, 2018, March 12, 2018, and March 1, 2018.

Motion: Pallasigue          Second: Diaz          Vote: 3 – 0

11.2 SUPERINTENDENT EMPLOYMENT AGREEMENT

The Board approved employment of Gina Potter, Ed.D., Superintendent, and employment agreement, effective May 14, 2018, with amendments.

President Pallasigue presented a summary of the recommendations regarding the agreement for Dr. Gina Potter.

Pursuant to Government Code Section 54953(c)(3), prior to the approval of a superintendent agreement, the Board provide a summary of the agreement. The summary is as follows:

- Compensation is \$198,686.32 annually
- Term Life Insurance Policy \$250,000.00 without cash value
- Health benefits for the superintendent and her dependents
- Membership in three education organizations
- District contributions to CalSTRS
- Twenty-four vacation days a year. Not to accrue more than forty.
- Twelve sick days

Motion: Pallasigue          Second: Diaz          Vote: 3 – 0

**11.3 PUBLIC HEARING**

The Board opened the public hearing to approve Resolution No. 17/18-3116 adopting a fee justification study and approving the levy of increased statutory school fees on new residential and commercial/industrial development.

*There were no public comments.*

Motion: Diaz                      Second: Linares                      Vote: 3 -0

**11.4 PUBLIC HEARING**

The Board closed the public hearing to approve Resolution No. 17/18-3116 adopting a fee justification study and approving the levy of increased statutory school fees on new residential and commercial/industrial development.

Motion: Pallasigue                      Second: Diaz                      Vote: 3 -0

**11.5 RESOLUTION NO. 17/18-3116 ADOPTING A FEE JUSTIFICATION STUDY AND APPROVING THE LEVY OF INCREASED STATUTORY SCHOOL FEES ON NEW RESIDENTIAL AND COMMERCIAL/INDUSTRIAL DEVELOPMENT**

The Board approved Resolution No. 17/18-3116 adopting a fee justification study and approving the levy of increased statutory school fees on new residential and commercial/industrial development pursuant to Education Code Section 17620 and Government Code Section 65995.

Motion: Pallasigue                      Second: Diaz                      Vote: 3 – 0

**11.6 PUBLIC HEARING**

The Board opened the Public Hearing of the San Ysidro School District’s Initial Contract Proposal to the San Ysidro Education Association for the 2018-19, 2019-20, and 2020-21 school years.

*There were no public comments.*

Motion: Diaz                      Second: Pallasigue                      Vote: 3 – 0

**11.7 PUBLIC HEARING**

The Board closed the Public Hearing of the San Ysidro School District’s Initial Contract Proposal to the San Ysidro Education Association for the 2018-19, 2019-20, and 2020-21 school years.

Motion: Pallasigue                      Second: Diaz                      Vote: 3-0

**11.8 ACCEPTANCE OF STATEMENT OF INTEREST OF SAN YSIDRO SCHOOL DISTRICT’S INITIAL CONTRACT PROPOSAL TO THE SAN YSIDRO EDUCATION ASSOCIATION FOR THE 2018-2021 SCHOOL YEARS**

The Board accepted the Statement of Interest of San Ysidro School District’s Initial Contract Proposal to the San Ysidro Education Association for the 2018-19, 2019-20, and 2020-21 school years.

Motion: Pallasigue                      Second: Diaz                      Vote: 3 -0

**11.9 RESOLUTION NO. 17/18-3117 AUTHORIZING AGENTS TO SIGN BANK ACCOUNT CHECKS AND SCHOOL ORDERS FOR FISCAL YEAR 2017-18**

The Board approved Resolution No. 17/18-3117 removing Dr. Mary L. Willis and Ms. Laura Caballero and adding Dr. Gina Potter, Superintendent, Mr. Peter Wong, Interim Chief Business Official and Ms. Manuela Colom, Executive Director of Curriculum, Innovation and Instruction to the list of authorized agents to sign bank account checks and school orders effective May 14, 2018.

Motion: Pallasigue                      Second: Diaz                      Vote: 3 – 0

**11.10 RESOLUTION NO. 17/18-3118 DESIGNATING AUTHORIZED AGENTS TO SIGN SCHOOL ORDERS (COMMERCIAL WARRANTS)**

The Board approved Resolution No. 17/18-3118 removing Dr. Mary L. Willis and Ms. Laura Caballero and adding Dr. Gina Potter, Superintendent, Mr. Peter Wong, Interim Chief Business Official and Ms. Manuela Colom, Executive Director of Curriculum, Innovation and Instruction to be the authorized agents to sign school orders (commercial warrants) effective May 14, 2018.

Motion: Diaz                                  Second: Pallasigue                      Vote: 3 – 0

**11.11 RESOLUTION NO. 17/18-3119 AUTHORIZING AGENT TO SIGN PAYMENT ORDERS**

The Board approved/ratified Resolution No. 17/18-3119 removing Dr. Mary L. Willis and Ms. Laura Caballero and adding Dr. Gina Potter, Superintendent, Mr. Peter Wong, Interim Chief Business Official and Ms. Manuela Colom, Executive Director of Curriculum, Innovation and Instruction to be the authorized agents to sign payment orders effective May 14, 2018.

Motion: Linares                              Second: Diaz                              Vote: 3 – 0

**11.12 RESOLUTION NO. 17/18-3120 AUTHORIZING AGENTS TO ISSUE REPLACEMENT OF WARRANTS**

The Board approved Resolution No. 17/18-3120 removing Dr. Mary L. Willis and Ms. Laura Caballero and adding Dr. Gina Potter, Superintendent, Mr. Peter Wong, Interim Chief Business Official and Ms. Manuela Colom, Executive Director of Curriculum, Innovation and Instruction to be the authorized agents to reissue new payroll and commercial warrants effective May 14, 2018.

Motion: Pallasigue                      Second: Diaz                              Vote: 3 - 0

**11.13 APPROVAL TO PROCEED WITH THE GENERAL CONTRACTOR BIDDING PROCESS AND THE TOTAL PROJECT IN CONJUNCTION WITH THE PORTABLE CLASSROOMS PROJECT AT OCEAN VIEW HILLS AND VISTA DEL MAR SCHOOLS - REVISED**

The Board approved to increase the estimated project costs from \$1,836,970.00 to \$2,249,697.00 to proceed with the general construction in conjunction with the portable classroom projects at Ocean View Hills and Vista Del Mar Schools.

Motion: Diaz                                  Second: Pallasigue                      Vote: 3 –0

**12. CONSENT CALENDAR**

The Board approved the Consent Calendar with the following changes:

- 1) Pulled Consent Calendar items 12B.9, 12B.16 and 12B.17 for discussion and to be voted on separately.

Motion: Pallasigue                      Second: Diaz                              Vote: 3 – 0

**12A. CURRICULUM & INSTRUCTION**

**12A.1 ASB LEADERSHIP CAMP FOR INCOMING 2018-19 MIDDLE SCHOOL STUDENTS**

The Board approved the attendance and participation of approximate eighty students and ASB Site Teachers from the Middle Schools to the ASB Leadership Camp at Imperial Beach Charter School on June 5, 2018 at no cost to the District.

**12A.2 PARTICIPATION IN THE LEADERS IN TRAINING (LIT) PROGRAM: INTRODUCTION TO LEADERSHIP – WILLOW SCHOOL**

The Board approved the participation of sixty 5<sup>th</sup> and 6<sup>th</sup> grade students and four chaperones to the Leaders in Training Program to be held on Saturday, June 16, 2018 at High Tech High School, in Chula Vista at an estimated cost of \$1,200.00 from the Supplemental and Concentration fund.

**12A.3 PROFESSIONAL DEVELOPMENT**

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

<b>PARTICIPANT(S)</b>	<b>EVENT</b>	<b>PLACE</b>	<b>FROM/TO</b>	<b>COST</b>	<b>FUNDING</b>
Sylvia Mayer, Maria Rodriguez, Jamie Barrett, Roberto Carrillo	Media and Information Literacy Summit	Sacramento	May 23, 2018	\$1,800.00	Title II Fund
Cynthia Gonzalez, Jessica Kerbow, Alexis Tapia, Mary Tucker	ELPAC Initial Assessment Administration and Scoring Training	San Diego	May 9, 2018	\$350.00	General Fund
Eugenia Martinez	Southern California Relief Regional Liability Excess JPA Meeting	Ontario, CA	May 11, 2018	\$365.00  (All costs reimbursed by SCRJPA)	Southern California Relief Regional Liability Excess JPA
Rick Quintana	Nonviolent Crisis Intervention Training Program with Flex	San Marcos	August 20-21, 2018	\$4,000.00	Medi-Cal Administrative Activities (MAA) Fund
Sylvia Mayer, Jamie Barrett	Google Certified Trainer Bootcamp	Simi Valley	May 12-13, 2018	\$1,300.00	Title II Fund
Carolanne Brandt, Sarina Hemungkorn, Nikole Scarlett, David Alkass, Nadean Perez, Mark Walters	Accelerating Into NGSS Statewide Rollout	El Centro, CA	June 14-15, 2018	\$5,500.00	Educator Effectiveness Fund <b>11.1</b>

<b>PARTICIPANT(S)</b>	<b>EVENT</b>	<b>PLACE</b>	<b>FROM/TO</b>	<b>COST</b>	<b>FUNDING</b>
Cynthia Gonzalez, Manuela Colom, Luis Ramos, Nadia Aviles, Catalina Jauregui, Erika Meza, Efrain Burciaga, Manuel Bojorquez, Consuelo Carranza, Roberto Carrillo, Marlo Vasquez, Maria Rodriguez, Adriana Aguilar, Gloria Mena, Juan Molina, Patricia Burch, Nicole Preston, Rosa Coords, Gaby G. Simpson, Drina Bedoya, Guillermina Sandez	ELPAC Academy – Focusing on ELs in the Classroom	San Diego	August 30-31, 2018	\$5,100.00	Title III Fund

**12B. BUSINESS**

**12B.1 PURCHASING REPORT**

The Board approved/ratified the following purchase orders incurred by the District during the period of March 23, 2018 through April 19, 2018. (Report #10): ■ General Fund: 0000003221-0000003228, 0000003231-0000003233, 0000003236-0000003243, 0000003247-0000003254, 0000003256-0000003260, 0000003262-0000003264, 0000003266-0000003267, 0000003269-0000003273, 0000003275-0000003279 ■ Child Development Fund: 0000003229-0000003230, 0000003234, 0000003244-0000003245, 0000003261, 0000003268 ■ Child Nutrition Fund: 0000003274.

**12B.2 EXPENDITURE REPORT**

The Board approved/ratified the expenditures incurred by the District during the period of March 15, 2018 through April 18, 2018 for a total expenditure of \$932,713.75.

**12B.3 ACCEPTANCE OF DONATIONS**

The Board accepted donations valued at \$4,900.00 to help support and enrich our educational programs.

**12B.4 AMENDMENT TO THE BAKERNOWICKI DESIGN STUDIO AGREEMENT**

The Board approved/ratified the amendment to the BakerNowicki Design Studio Agreement for Architectural Services to include screen walls in the Vista Del Mar Middle School’s locker rooms at a cost of \$6,286.00 for a new agreement amount of \$170,672.00 from the Developer Fees fund.

**12B.5 FACILITIES PROTECTION SYSTEMS AGREEMENT – CHANGE ORDER**

The Board approved/ratified the Change Order to the Facilities Protection Systems Agreement for carbon monoxide detection systems at La Mirada and Smythe Schools at a new agreement amount of \$19,280.00 from the Proposition 39 funds.

**12B.6 SAN DIEGO COUNTY NON-PUBLIC MASTER CONTRACT WITH ABA EDUCATION FOUNDATION FOR 2017-2018 SCHOOL YEAR (ADDENDUM)**

The Board approved the addendum to San Diego County Non-Public Master Contract with ABA Education Foundation to increase the total contract amount to \$30,000.00 from Special Education fund.

**12B.7 AMENDMENT TO THE MYPT SAN DIEGO AGREEMENT**

The Board approved the amendment to the myPT San Diego Agreement to increase the total agreement amount to \$20,000.00 from Special Education fund.

**12B.8 PERMIT CONTRACT WITH CITY OF SAN DIEGO’S VISTA TERRACE POOL – LA MIRADA SCHOOL**

The Board approved the Permit Contract with the City of San Diego Park & Recreation Department for La Mirada Elementary students to participate in a field trip to the City of San Diego’s Vista Terrace Pool on June 20, 2018 at an approximate cost of \$190.00 from school’s fundraising.

**12B.9 MEMORANDUM OF UNDERSTANDING WITH DIGITAL PROMISE AMENDMENT NO. 2**

The Board approved/ratified Amendment No. 2 to the Digital Promise Memorandum of Understanding for a Coaching Fellowship Program for the 2018-19 school year at no cost to the District.

Motion: Pallasigue      Second: Diaz      Vote: 3 – 0

**12B.10 RESOLUTION NO. 17/18-0013 – BOARD COMPENSATION FOR MISSED MEETINGS**

The Board adopted Resolution No. 17/18-0013 recognizing that Rosaleah Pallasigue was absent from the Regular Board Meeting of July 13, 2017 and the Special Board Meeting of January 30, 2018 due to hardship and received the maximum monthly compensation for those months.

**12B.11 RESOLUTION NO. 17/18-0014 – BOARD COMPENSATION FOR MISSED MEETINGS**

The Board adopted Resolution No. 17/18-0014 recognizing that Marcos A. Diaz was absent from the Special Board Meeting of July 20, 2017 due to hardship and received the maximum monthly compensation for that month.

**12B.12 USE OF FACILITIES AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR THE LEARN TO SWIM PROGRAM**

The Board approved/ratified the Use of Facilities Agreement with the YMCA of San Diego County for students from Sunset and Willow Schools to participate in the Learn to Swim Program from April 27 – May 18, 2018 with a cost of \$600.00 for transportation fees to be paid from the General fund.

**12B.13 MEMORANDUM OF AGREEMENT WITH THE COUNTY OF SAN DIEGO HEALTH AND HUMAN SERVICES AGENCY AND THE SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS - TRANSPORTATION SERVICES FOR FOSTER YOUTH**

The Board approved the Memorandum of Agreement with the County of San Diego Health and Human Services Agency and the San Diego County Superintendent of Schools for transportation services to support Foster Youth on an “as needed” basis. Any costs incurred by the District will be paid from the Supplemental and Concentration fund.

**12B.14 AGREEMENT WITH DR. GARY SNEAG, O.D., OPTOMETRIC CORP FOR VISION EVALUATIONS AND THERAPY SERVICES**

The Board approved/ratified the agreement with Gary Sneag, O.D., Optometric Corp. to provide vision evaluations/assessments and vision therapy services at a cost not to exceed \$5,000.00 from the Special Education fund.

**12B.15 IN LIEU OF TRANSPORTATION AGREEMENT**

The Board approved/ratified the In Lieu of Transportation Agreement with a McKinney-Vento family from February 2018 to June 2018. Mileage reimbursement will be paid from the Title I fund.

**12B.16 SERVICES AND SUPPORT FROM AMPLIFIED IT FOR MIGRATING EMAIL TO GOOGLE GMAIL**

The Board approved the services from Amplified IT for the migration of the District’s current Exchange email system to Gmail at a cost not to exceed \$7,500.00 from the General fund.

Motion: Diaz                      Second: Linares                      Vote: 3 – 0

**12B.17 AGREEMENT WITH AMPLIFY EDUCATION, INC. – AMPLIFY ELA + ELD PROGRAM FOR 7TH AND 8TH GRADES**

The Board approved the purchase agreement with Amplify Education, Inc. to implement the Amplify ELA + ELD Program at the Middle Schools at a cost not to exceed \$161,567.00 from the General fund.

Motion: Pallasigue                      Second: Diaz                      Vote: 3 –0

**12C. PERSONNEL – CLASSIFIED**

**EMPLOYMENT**

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

- 12C.1** Classified Probationary Staff
- 12C.2** Classified Substitute Staff

**OUT OF CLASS COMPENSATION**

The Board approved/ratified the out of class compensation for the following as recommended by staff:

- 12C.3** Outreach Consultant

**RESIGNATION**

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

- 12C.4** Classified Staff

**RETIREMENT**

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

- 12C.5** Classified Staff

**12D. PERSONNEL – CERTIFICATED**

**EMPLOYMENT**

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

- 12D.1** Certificated Probationary Staff
- 12D.2** Certificated Substitute Staff

**RESIGNATION**

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

- 12D.3** Certificated Staff

**12E. PERSONNEL – MANAGEMENT**

**APPOINTMENT**

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

- 12E.1** Coordinator of Federal and State Programs; Pupil Services
- 12E.2** Coordinator of Community Schools and After School Programs

**REVISED JOB DESCRIPTION**

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

- 12E.3** Assistant Superintendent of Business Services

**RETIREMENT**

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

- 12E.4** Management Staff

Clerk Diaz made the motion to adjourn the meeting, seconded by Member Linares. The vote was 3 -0.

**13. ADJOURNMENT**                      Time: 8:31 p.m.

Respectfully Submitted,

Gina A. Potter, Ed.D., Superintendent

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

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

**INITIAL:** *GAP*  
 Informational  
 Action

**AGENDA ITEM:** APPROVAL OF CONFERENCE ATTENDANCE/EVENTS FOR THE GOVERNING BOARD AND SUPERINTENDENT FOR THE 2018-2019 SCHOOL YEAR

**BACKGROUND INFORMATION:**

Organization	Location	Date	Authorized Personnel	Expenses/ Per Participant/ Per Meeting
2018 CSBA Annual Education Conference	San Francisco, CA	November 29, 2018 – December 1, 2018	Superintendent and Governing Board	Approx. \$9,500 (includes registration, airfare, meals and transportation)
Individually Selected Conferences/Events	Various Locations		Superintendent and Governing Board	Not to exceed \$2,500 per attendee/per conference
ACSA Superintendent's Academies 2018-2019	Oceanside, CA	September 14-15, 2018, October 12-13, 2018, December 7-8, 2018, January 11-12, 2019, February 8-9, 2019, March 22-23, 2019, and April 12-13, 2019	Superintendent	Approx. \$2,500 (includes mileage and meals)
ACSA State Legislative Policy Committee (Chair)	San Diego, CA Sacramento, CA	November 7, 2018 (SD) December 7, 2018 (WebEx) March 8, 2019 (Sacramento) April 7-8, 2019 (Sacramento) April 12, 2019 (Sacramento) May 17, 2019 (Sacramento)	Superintendent	Approx. \$2,000 (includes airfare and hotel) ***ACSA will reimburse all costs paid for by the District***
ACSA Leadership Summit	San Diego, CA	November 8-10, 2018	Superintendent	Approx. \$900 (includes meals, mileage and parking)

**RECOMMENDATION:**

Approve attendance for the Governing Board and the Superintendent to individually selected conferences/events for the 2018-2019 school year which includes the 2018 CSBA Annual Education Conference, ACSA Superintendent's Academies, ASCA State Legislative Policy Committee (Chair) and the ASCA Leadership Summit.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other    Business Services Reviewed: \_\_\_\_\_

Financial Implications?    Are funds for this item available in the 2018-2019 Budget?    Requisition # \_\_\_\_\_

Yes     No     Yes     No   

\$43,900.00 <small>(Amount)</small>	General Fund <small>(Name of funding source and/or location)</small>	-- <small>(Funding account number)</small>
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Recommended for:  Approval     Denial    Certification Requested     Yes     No

*Gina A. Potter*  
\_\_\_\_\_  
Gina A. Potter, Ed.D.  
Superintendent

**Superintendent's Office Certification:**

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:**

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

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

**INITIAL:** \_\_\_\_\_  
 Informational  
 Action

**AGENDA ITEM:** GOVERNING BOARD MEMBERSHIP FOR THE 2018-2019 SCHOOL YEAR

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**BACKGROUND INFORMATION:**

Membership to the California School Boards Association (CSBA) gives board members access to resources that help them fulfill their complex governance and leadership roles and support student success.

Through CSBA Membership, board members have the opportunity to enhance their governance skills and expand their knowledge of critical issues confronting public education. CSBA supports advocacy efforts on national education policy and federal legislative issues.

**RECOMMENDATION:**

Approve board membership to the California School Boards Association for the 2018-2019 school year at cost of \$13,239.00 from the General fund.

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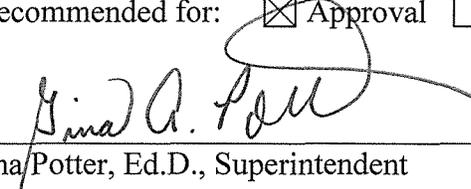
**LCAP GOAL AND ACTION/SERVICE (please indicate):**

<input checked="" type="checkbox"/> <b>Renewal</b>		<input type="checkbox"/> <b>New</b>	<input type="checkbox"/> <b>Amendment</b>	<input type="checkbox"/> <b>Ratify</b>	<input type="checkbox"/> <b>Other</b>	<b>Business Services Reviewed:</b> _____
Financial Implications?		Are funds for this item available in the 2018-2019 Budget?			Requisition #	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
\$13,239.00 <small>(Amount)</small>	General Fund <small>(Name of funding source and/or location)</small>			-- <small>(Funding account number)</small>		

---

Recommended for:  Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Gina Potter, Ed.D., Superintendent



Please refer to your invoice number and customer number in all communications regarding this invoice.

**Invoice Number**      **Invoice Date**      **PO #**  
 INV-41720-Z2Y5T4      5/11/2018

**Bill To:**  
 San Ysidro ESD  
 4350 Otay Mesa Rd  
 San Ysidro, CA 92173  
 United States

**Ship To:**  
 San Ysidro ESD  
 4350 Otay Mesa Rd  
 San Ysidro, CA 92173  
 United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership ( 07/01/2018 - 06/30/2019 ) *	\$10,591.00	1.00	\$10,591.00	
ELA	ELA Membership ( 07/01/2018 - 06/30/2019 )	\$2,648.00	1.00	\$2,648.00	

CSBA dues are due by August 31, 2018

**Total Invoice:** \$13,239.00

**Total Paid:** \$0.00

**Balance Due:** \$13,239.00



PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100752	INV-41720-Z2Y5T4	05/11/2018		\$13,239.00

11.4

**Make checks payable to:**  
 California School Boards Association - CSB (6744)  
 c/o West America Bank  
 P.O. Box 1450  
 Suisun City, CA 94585-4450

**Bill To:**  
 San Ysidro ESD  
 4350 Otay Mesa Rd  
 San Ysidro, CA 92173  
 United States

**Page 2 of 2**

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN  
THE SAN YSIDRO SCHOOL DISTRICT  
AND INTERIM CHIEF BUSINESS OFFICIAL, PETER WONG**

This First Amendment to the Employment Agreement between San Ysidro School District (“District”) and Peter Wong (“Interim Chief Business Official”) is entered as of June 14, 2018.

**RECITALS**

- A. The District and Peter Wong are parties to that certain Agreement for Employment of Interim Chief Business Official dated November 13, 2017 (the “Agreement”); and
- B. The District and Peter Wong (the “Parties”) now desire to amend the Agreement to extend Item No. II Term of Agreement.

**NOW, THEREFORE**, it is hereby agreed as follows:

**1. II. Term of Agreement**

EMPLOYEE’s employment shall be subject to the provisions of this Agreement. EMPLOYEE shall commence the performance of his duties as the Interim CBO on November 13, 2017, and this Agreement shall be up to two days a week ongoing on an as needed basis terminating on August 31, 2018 (referred hereinafter as the “Term”). In order to enable EMPLOYEE to continue receiving benefits pursuant to CalPERS, the Term of this Agreement shall in no event be in an amount of hours greater than that allowed pursuant to California Government Code section 21221(h), which limits EMPLOYEE to working no more than a combined total of 960 hours per fiscal year for all public agency members of CalPERS in the same fiscal year.

- 2. Supersede and Replace. The amended provisions contained in this First Amendment shall supersede and replace the language of their respective provisions contained in the Agreement dated November 13, 2017.
- 3. Effective Date. The effective date of this First Amendment shall be upon Governing Board Approval.
- 4. No Other Modification. Except as amended hereby, the Agreement shall remain unchanged and in full force and effect.
- 5. Counterparts. This First Amendment may be executed in any number of counterparts, all of which shall constitute one original.

**IN WITNESS WHEREOF**, the parties have duly approved and executed this Agreement on the day and year above written.

**SAN YSIDRO SCHOOL DISTRICT**

\_\_\_\_\_  
Rosaleah Pallasigue, Board President

\_\_\_\_\_  
Date

**INTERIM CHIEF BUSINESS OFFICIAL**

\_\_\_\_\_  
Peter Wong

\_\_\_\_\_  
Date

**AGREEMENT FOR EMPLOYMENT OF  
INTERIM CHIEF BUSINESS OFFICIAL**

This Agreement (“Agreement”) for Interim Chief Business Official Services is hereby made and entered into effective as of June 15, 2018, by and between the Board of Trustees of the San Ysidro School District (“DISTRICT”) and Kamran Azimzadeh (“EMPLOYEE”). The capitalized terms “Party” may refer to DISTRICT or EMPLOYEE interchangeably and collectively as “Parties.”

**RECITALS**

- A. The DISTRICT is authorized to enter into contracts for the furnishing of administrative services and the DISTRICT desires to employ the services of EMPLOYEE as Interim Chief Business Official of the DISTRICT (“Interim CBO”) on an interim basis pursuant to California Government Code section 21221(h), in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement during recruitment of, and until such time as, a permanent Chief Business Official is appointed and commences employment.
- B. The DISTRICT finds that, pursuant to Government Code section 21221(h), this position requires specialized skills and experience related to school district financial services.
- C. EMPLOYEE desires to accept employment as Interim CBO in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement, and is qualified by virtue of his experience in school district financial services and specialized skills to perform these services for the DISTRICT.
- D. EMPLOYEE is a retired person under the California Public Employees’ Retirement System (“CalPERS”) and desires to retain his retirement status and benefits. The Public Employees’ Retirement Law (“PERL”), commencing at Government Code section 20000, permits a retired person under CalPERS to become employed by a CalPERS member agency such as the DISTRICT without reinstatement from retirement and without loss or interruption of benefits, provided certain conditions exist and all CalPERS covered employment for the retired person does not exceed 960 hours in any fiscal year, which is defined as any year commencing on July 1<sup>st</sup> and ending with the following June 30<sup>th</sup>. The DISTRICT and EMPLOYEE desire to structure the employment to conform with these provisions of PERL. The parties intend for the employment provided in this Agreement to qualify for employment without reinstatement from retirement or loss or interruption of benefits pursuant to California Government Code section 21221(h).

**OPERATIVE PROVISIONS**

NOW, THEREFORE, it is hereby agreed as follows:

## **I. Employment as Interim Chief Business Official**

The DISTRICT hereby employs EMPLOYEE as its Interim CBO, and EMPLOYEE hereby agrees to devote his full time best efforts and abilities to performing the duties and responsibilities outlined herein or as assigned to him by the Superintendent or the Board of Trustees.

## **II. Term of Agreement**

EMPLOYEE's employment shall be subject to the provisions of this Agreement. EMPLOYEE shall commence the performance of his duties as the Interim CBO on June 15, 2018, and this Agreement shall be up to three days a week ongoing on an as needed basis terminating on August 31, 2018 (referred hereinafter as the "Term"). In order to enable EMPLOYEE to continue receiving benefits pursuant to CalPERS, the Term of this Agreement shall in no event be in an amount of hours greater than that allowed pursuant to California Government Code section 21221(h), which limits EMPLOYEE to working no more than a combined total of 960 hours per fiscal year for all public agency members of CalPERS in the same fiscal year.

## **III. Compensation**

A. The DISTRICT agrees to pay, and EMPLOYEE agrees to accept, compensation at the base rate of One-Hundred Dollars (\$100.00) per hour and shall be paid according to the payroll schedule in place for DISTRICT employees paid monthly.

B. Pursuant to Government Code §21221(h), EMPLOYEE's rate of compensation for the interim appointment shall not exceed the maximum monthly base salary paid to other employees performing comparable duties as listed on a publicly available pay schedule for the vacant position divided by 173.333 to equal an hourly rate.

## **IV. Duties and Responsibilities**

A. EMPLOYEE shall fully and faithfully perform the duties and responsibilities of Interim Chief Business Official, in accordance with the Board-adopted job description for the position of Chief Business Official, and shall do so in accordance with all requirements of the California Education Code, all rules and regulations of the State Board of Education, and all rules, regulations and policies of the Board of Trustees and its duly authorized agents, including but not limited to the Superintendent, and shall perform such duties and responsibilities at a professional level of competence standard for the industry and with due diligence.

B. It is the understanding of the Parties that EMPLOYEE is a retiree in CalPERS and may not work more than 960 hours for any public agency member of CalPERS within the fiscal year occurring during the Term of this Agreement without impacting his/her retirement benefits and having to be enrolled in CalPERS as an active employee. For that reason, EMPLOYEE will be required to keep accurate time records of his hours worked to ensure he does not exceed a

**11.6**

combined total of 960 work hours for all public agency members of CalPERS within the fiscal years that occur during the Term of this Agreement.

C. EMPLOYEE shall devote the time necessary to adequately perform his duties as Interim CBO during the Term of employment. The Parties agree to be reasonably flexible regarding setting EMPLOYEE's schedule when EMPLOYEE's attendance is required in the DISTRICT given: (1) EMPLOYEE's 960 hour restriction; and (2) the Parties' expectation that EMPLOYEE will not work more than 960 hours for the DISTRICT, or any other CalPERS member agency, during any given fiscal year that occurs during the Term of this Agreement. Unless approved otherwise by the DISTRICT in advance, EMPLOYEE shall not work more than 40 hours in any given week. The position of Interim CBO shall be deemed an exempt position under state and federal wage and hour laws. EMPLOYEE shall not be entitled to any compensation for overtime.

D. EMPLOYEE shall give his exclusive professional services to the DISTRICT during the period of time such services are to be rendered to the DISTRICT, except as otherwise provided herein. EMPLOYEE may engage in outside paid or unpaid professional activities with the prior written consent of the Superintendent, so long as such activities do not, in the sole and exclusive judgment of the Superintendent, tend to interfere with EMPLOYEE's duties or impair EMPLOYEE's effectiveness as Chief Business Official of the DISTRICT or otherwise conflicts with the limitations set forth under California Government Code section 21221(h).

## **V. CalPERS Hours Limitations**

A. **Hours.** At the time this Agreement is entered into, Government Code section 21221(h) allows a CalPERS retiree to perform contractual employee services for up to 960 hours any fiscal year for all CalPERS contracting employers without being reinstated from retirement and without loss or interruption of CalPERS retirement benefits. EMPLOYEE shall keep a log of his daily work start and stop times in order to ensure his compliance with PERL. EMPLOYEE represents and warrants that his execution of this Agreement will not cause a violation of the limitations of Government Code section 21221(h) for the fiscal year 2017-2018.

B. **Controversy Over Hours.** If controversy arises between EMPLOYEE and CalPERS regarding the impact of this Agreement and the services provided herein upon the nature of CalPERS's retirement benefits, the DISTRICT shall provide factual information as needed to potentially resolve the controversy but shall have no obligation to intervene in or defend or prosecute such dispute.

## **VI. No Benefits**

In accordance with California Government Code section 21221(h), EMPLOYEE shall not receive any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate provided for in Section III. EMPLOYEE acknowledges

11.6

and agrees that he shall not receive any other benefits that are generally available to other DISTRICT employees, including but not limited to medical insurance, dental insurance, sick leave, management leave, paid vacation, retirement benefits, unemployment benefits or otherwise which accrue to other employees of the DISTRICT, and hereby expressly waives any claim to such rights. That notwithstanding, EMPLOYEE shall be entitled to observe all DISTRICT holidays in the same manner as employees of the DISTRICT.

## **VII. Business Expenses**

The DISTRICT will only reimburse EMPLOYEE for actual and necessary travel and other DISTRICT business-related expenses incurred and paid by EMPLOYEE in the conduct of his duties on behalf of the DISTRICT. EMPLOYEE shall submit itemized claims for all actual and necessary expenses, and such items claimed must be a proper use of DISTRICT funds pursuant to applicable state and federal laws and DISTRICT policies. Prior approval of the Board shall be obtained when the Chief Business Official attends out-of-state functions.

In addition, DISTRICT acknowledges that EMPLOYEE is not a resident of the City or County in which DISTRICT is located. Therefore, DISTRICT also agrees to reimburse EMPLOYEE for reasonable lodging expenses incurred by EMPLOYEE in the performance of his duties described in this Agreement. EMPLOYEE shall submit itemized claims for lodging reimbursement to the DISTRICT.

## **VIII. Vacation and other Leave**

In accordance with California Government Code section 21221(h), EMPLOYEE shall not receive any leave benefits, incentives or compensation in lieu of leave benefits, or any other forms of compensation in addition to the hourly rate provided for in Section III.

## **IX. At-Will Status**

A. EMPLOYEE's employment with the DISTRICT shall be "at-will" and shall serve at the pleasure of the Board of Trustees. EMPLOYEE's engagement with the DISTRICT may be terminated for convenience at any time by the Board of Trustees without cause upon the issuance of written notice specifying the effective date of such termination, which may provide for immediate termination.

B. EMPLOYEE shall not be entitled to any pre-termination hearing or other similar proceeding as a precondition to any decision or action by the Board of Trustees to terminate EMPLOYEE's engagement as Interim CBO.

C. It is understood and agreed by the parties that EMPLOYEE's engagement with the DISTRICT is temporary in nature and that EMPLOYEE shall have no expectation of ongoing or

long- term employment with the DISTRICT. Nothing in this Agreement shall confer upon EMPLOYEE any right or property interest in employment with the DISTRICT.

D. EMPLOYEE expressly agrees that he shall not be entitled to any severance pay as the result of EMPLOYEE's termination.

E. EMPLOYEE may terminate this Agreement at any time without cause and for convenience, provided EMPLOYEE provides the Board of Trustees with no less than thirty (30) calendar days advance written notice prior to the effective date of termination. The Board of Trustees may shorten the effective date of any termination for convenience initiated by EMPLOYEE in the Board of Trustees' sole and absolute discretion.

#### **X. Confidentiality**

All documents, memoranda, specifications, plans, procedures, drawings, descriptions, ideas, computer program data, input record data, written information, and other materials either created by or provided to EMPLOYEE in connection with the performance of this Agreement shall be held confidential by EMPLOYEE to the extent permitted by applicable law. Such materials shall not, without the DISTRICT's prior written consent, be used by EMPLOYEE for any purposes other than the performance of EMPLOYEE's duties.

#### **XI. Background Check**

Within five (5) calendar days of the effective date of this Agreement, EMPLOYEE shall contact the DISTRICT's Human Resources Department to schedule a LiveScan fingerprinting. The results of the LiveScan report may result in the termination of this Agreement. Alternatively, if EMPLOYEE has already undergone LiveScan fingerprinting within the current and previous calendar year for another local education agency, EMPLOYEE may submit the results from that LiveScan to the DISTRICT in satisfaction of this provision.

#### **XII. Assignment**

EMPLOYEE shall not assign any rights or obligations under this Agreement.

#### **XIII. Governing Law**

This Agreement is subject to all applicable laws of the State of California, and to the lawful rules, regulations, and policies of the State Board of Education of California and the Board. Said laws, rules, regulations, and policies are hereby made a part of the terms and conditions of this Agreement as though fully set forth herein.

#### **XIV. Savings Clause**

If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

**XV. Complete Agreement**

This Agreement is the full and complete Agreement between the parties hereto. Any amendments, modifications or variations from the terms of this Agreement shall be in writing and shall be effective only upon approval of such amendment, modification, or variation by EMPLOYEE and the Board.

**IN WITNESS WHEREOF**, the parties have duly approved and executed this Agreement on the day and year above written.

**SAN YSIDRO SCHOOL DISTRICT**

\_\_\_\_\_  
Rosaleah Pallasigue, Board President

\_\_\_\_\_  
Date

**INTERIM CHIEF BUSINESS OFFICIAL**

\_\_\_\_\_  
Kamran Azimzadeh

\_\_\_\_\_  
Date

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Business Services  
Peter Wong, Interim Chief Business Official

**INITIAL:**   
 Informational  
 Action

**AGENDA ITEM:** EDUCATION PROTECTION ACCOUNT (EPA) SPENDING PLAN 2018-19

**BACKGROUND INFORMATION:**

In accordance with Article XIII, Section 36, of the California Constitution, each school district, charter school, community college district, and county office of education must determine how monies received from the Education Protection Account (EPA) will be spent in its schools. It also requires the use of EPA funds to be determined by the governing board at an open public meeting. The goal of the EPA is to improve efficiency in current spending and obtain alternative sources of funding to support our educational programs.

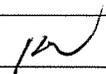
The new revenues derived from Proposition 30 are deposited into a State account called Education Protection Account (EPA). Before June 30th of each year, the Chief Business Official will estimate the amount that will be transferred into the EPA. EPA revenue funds will be accounted for in Object Code 8012 and Resource Code 1400.

In addition, EPA funds shall not be used for the salaries and benefits of administrators or any other administrative costs. The District must post on its website an accounting of funds received from the EPA and how funds will be spent. An annual audit will be required to verify that EPA funds were properly disbursed and expended.

**RECOMMENDATION:**

Approve the Education Protection Account (EPA) spending plan for the 2018-19 school year.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	<b>Business Services Reviewed:</b> 	
Financial Implications?		Are funds for this item available in the 2018-2019 Budget?			Requisition #	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No			
N/A	N/A					
(Amount)		(Name of funding source and/or location)			(Funding account number)	

Recommended for:  Approval  Denial    Certification Requested  Yes  No

**Superintendent's Office Certification:**

  
 \_\_\_\_\_  
 Gina A. Potter, Ed.D.  
 Superintendent

**San Ysidro School District**  
**2018-19**  
**Education Protection Account (EPA) Spending Details**

Proposition 30, The Schools and Local Public Safety Protection Act of 2012, approved by the voters on November 6, 2012, temporarily increases the states sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers.

The new revenues generated from Proposition 30 are deposited into a newly created state account called the Education Protection Account (EPA). School Districts, county offices of education, and charter schools (LEAs) will receive funds from the EPA based on their proportionate share of the statewide revenue limit amount. A corresponding reduction is made to an LEA's revenue limit entitlement. LEAs will receive EPA payments quarterly beginning with the 2013-14 Fiscal Year.

Proposition 30 provides that all K-14 local agencies have the sole authority to determine how the funds received from the EPA are spent, but with these provisions:

The spending plan must be approved by the governing board during a public meeting. EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs. Each year, the local agency must publish on its website an accounting of how much money was received from the EPA and how the funds were expended.

San Ysidro School District 2018-19 Budgeted EPA Entitlement  
\$5,520,460.00

It was proposed that 100% of the 2018-19 EPA funds be used to cover salary and benefits of regular classroom teachers. Below report shows the projected 2018-19 EPA expenditures

**2018-19 Education Protection Account  
Program by Resource Report  
Expenditures by Function - Detail**

**Budgeted Expenditures through June 30, 2019**

Description	Object Codes	Amount
<b>REVENUES AND OTHER FINANCING SOURCES</b>		
Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	5,520,460.00
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
<b>TOTAL REVENUES AND OTHER FINANCING SOURCES</b>		<b>\$5,520,460.00</b>
<b>EXPENDITURES AND OTHER FINANCING USES</b>		
	Function Codes	
Instruction	1000-1999	5,520,460.00
Instructional Supervision and Administration	2100-2150	0.00
Admin Unit (AU) of a Multidistrict SELPA	2200	0.00
Instructional Library, Media and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	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
<b>TOTAL EXPENDITURES AND OTHER FINANCING</b>		<b>\$5,520,460.00</b>
<b>BALANCE AVAILABLE</b>		<b>\$0.00</b>

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Educational Services  
Manuela Colom, Executive Director

**INITIAL:** *CLG*  
 Informational  
 Action

**AGENDA ITEM:** ADOPTION OF THE LOCAL CONTROL ACCOUNTABILITY PLAN FOR SCHOOL YEAR 2017-2020

**BACKGROUND INFORMATION:**

On June 2013, the Legislature adopted a new funding system for schools in California known as the Local Control Funding Formula (LCFF). The purpose of the new funding formula was to give districts more local control over how funds are spent. As part of LCFF, the Legislature included an accountability component known as the Local Control Accountability Plan (LCAP).

In developing the LCAP, districts must solicit public input and consult with stakeholders. As part of the process, each district is required to hold a public hearing to review the LCAP and solicit the recommendations and comments of the members of the public regarding the goals, the specific actions and services, and the proposed expenditures.

*Timeline:*

- June 7, 2018 - Governing Board held a public hearing on the Proposed Local Control Accountability Plan
- Next part of the process is to move forward in the approval/adoption of LCAP by the Governing Board.
- Submit to the San Diego County Office of Education for approval.

- LCAP Report on a separate cover -

**RECOMMENDATION:**

Approve and adopt the Local Control Accountability Plan (LCAP) for school year 2017-2020.

**LCAP GOAL AND ACTION/SERVICE:**

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

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: _____
Financial Implications?	Are funds for this item available in the 2018-2019 Budget?				Requisition #
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
N/A (Amount)	N/A (Name of funding source and/or location)			-- (Funding account number)	

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Gina A. Potter, Ed.D.  
Superintendent

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Business Services  
Peter Wong, Interim Chief Business Official

**INITIAL:** pw  
 Informational  
 Action

**AGENDA ITEM:** 2018-19 BUDGET ADOPTION

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**BACKGROUND INFORMATION:**

In accordance with the provisions of California Education Code Section 42127, each year, the District is required to adopt a budget for the next fiscal year. The budget must be reviewed during a public hearing, and the Board must consider any written comments received prior to the public hearing. On June 7, 2018, a public hearing was conducted.

The budget for fiscal year 2018-19 is presented to the Governing Board for consideration and approval. The budget includes the budget assumptions, identifies the anticipated general fund revenues and expenditures, the fund balances of other District funds, and multi-year projections.

PROPOSED 2018-19 BUDGET – UNDER SEPARATE COVER

**RECOMMENDATION:**

Adopt the proposed 2018-19 Budget.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: pw

Financial Implications?

Are funds for this item available in the 2018-2019 Budget?

Requisition #

Yes     No

Yes     No

(Amount)

(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Human Resources  
Daniel Zummo, Executive Director

**INITIAL:** DR  
 Informational  
 Action

**AGENDA ITEM:** DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

**BACKGROUND INFORMATION:**

Districts are required by the Commission on Teacher Credentialing (CTC) to submit a yearly declaration of need for teaching positions in specific areas which are difficult to fill, i.e. Math, Science, Special Education with new authorizations, and Clinical or Rehabilitative Services. It is recommended by the San Diego County Office of Education to overestimate the amount of positions needed on the form attached (CL-500).

Once the District has exhausted all means to recruit teachers for the difficult to fill positions, the District may recruit individuals based on Emergency Permits, Limited Assignments, and Internship Credentials in these areas of need.

**RECOMMENDATION:**

Approve the Declaration of Need for Fully Qualified Educators, in specific areas which are difficult to fill for the 2018-2019 school year.

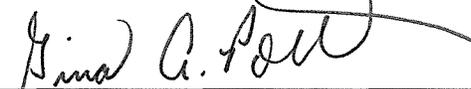
**LCAP GOAL AND ACTION/SERVICE (please indicate):**

**Goal #1: Student Achievement – 1.5 Staffing**

<input type="checkbox"/> <b>Renewal</b> <input checked="" type="checkbox"/> <b>New</b> <input type="checkbox"/> <b>Amendment</b> <input type="checkbox"/> <b>Ratify</b> <input type="checkbox"/> <b>Other</b>	<b>Business Services Reviewed:</b> _____ Requisition # _____ <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
Financial Implications? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Are funds for this item available in the 2018-2019 Budget? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<div style="border: 1px solid black; padding: 5px; text-align: center;">See Table (Amount)</div>	<div style="border: 1px solid black; padding: 5px; text-align: center;">General Fund (Name of funding source and/or location)</div>	<div style="border: 1px solid black; padding: 5px; text-align: center;">-- (Funding account number)</div>

Recommended for:  Approval     Denial    Certification Requested  Yes     No

**Superintendent's Office Certification:**

  
 \_\_\_\_\_  
 Gina A. Potter, Ed.D.  
 Superintendent



State of California  
 Commission on Teacher Credentialing  
 Certification Division  
 1900 Capitol Avenue  
 Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
 Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2018-2019

Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT

Name of District: San Ysidro School District District CDS Code: 37-68379

Name of County: San Diego County Office of Education County CDS Code: 37-10371

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 06 / 14 / 2018 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2019.

Submitted by (Superintendent, Board Secretary, or Designee):

Gina Potter Superintendent

*Name* *Signature* *Title*

(619) 428-1505 (619) 428-4476 June 14, 2018

*Fax Number* *Telephone Number* *Date*

4350 Otay Mesa Road, San Ysidro, CA 92173

*Mailing Address*

gina.potter@sbsd.k12.ca.us

*EMail Address*

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_/\_\_\_/\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
E-Mail Address		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

<b>Type of Emergency Permit</b>	<b>Estimated Number Needed</b>
CLAD/English Learner Authorization (applicant already holds teaching credential)	5
Bilingual Authorization (applicant already holds teaching credential)	5
List target language(s) for bilingual authorization: Spanish	
Resource Specialist	3
Teacher Librarian Services	0

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	3
Single Subject	5
Special Education	5
TOTAL	13

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program? Yes  No

If no, explain. We do not have a commission-approved program.

Does your agency participate in a Commission-approved college or university internship program? Yes  No

If yes, how many interns do you expect to have this year? 3

If yes, list each college or university with which you participate in an internship program.  
AZUSA Pacific University, Brandman University, National University, Point Loma Nazarene University, San Diego State University and Teach for America.

If no, explain why you do not participate in an internship program.  
 \_\_\_\_\_  
 \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:** Business Services  
Peter Wong, Interim Chief Business Official

**INITIAL:** pw  
 Informational  
 Action

**AGENDA ITEM:** ANNUAL RESOLUTIONS 2018-19

**BACKGROUND INFORMATION:**

Pursuant to various sections of the Education Code, it is necessary that the Governing Board pass a series of resolutions prior to the beginning of each fiscal year in order to maintain a current register of persons authorized to act on behalf of the school district. The resolutions below give the Superintendent and/or designees the signing authority necessary to carry out District business for fiscal year 2018-19 effective July 1, 2018 to June 30, 2019:

Resolution No.	Description
18/19-0001	To receive mail and pick up warrants at the San Diego County Office of Education (SDCOE)
18/19-0002	To sign bank account checks and school orders
18/19-0003	To sign school orders (commercial warrants)
18/19-0004	To sign payment orders and to ascertain and certify that each employee of the District has taken the oath of allegiance
18/19-0005	To authorize replacement of warrants
18/19-0006	Authorizes the SDCOE Credentials Department to release credential held warrants to employees

**RECOMMENDATION:**

Approve Resolutions Nos. 18/19-0001 – 18/19-0006 designating the Superintendent and designees as the authorized agents to carry out District business for fiscal year 2018-19.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: pw

Financial Implications?

Are funds for this item available in the 2018-2019 Budget?

Requisition #

Yes     No

Yes     No

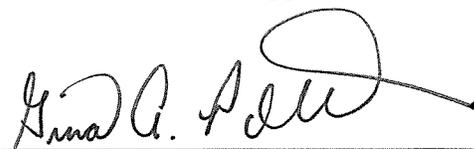
N/A  
(Amount)

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

(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**



Gina A. Potter, Ed.D.  
Superintendent

**RESOLUTION 18/19-0001**  
**DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL AND PICK UP WARRANTS**  
**AT THE COUNTY OFFICE OF EDUCATION**

San Ysidro School District, San Diego County ON MOTION OF member \_\_\_\_\_,  
seconded by member \_\_\_\_\_ Effective: July 1, 2018 through June 30, 2019.

IT IS RESOLVED AND ORDERED that:

1. The authorized agent (*one person only*) to receive mail from the Accounting/Payroll Sections is  
Gina A. Potter, Ed.D., Superintendent

2. The authorized person(s) or district(s) to pick up warrants from the County Office (other than the mail addressee) are:

Araceli Felix                      Blanca Vega                      Ivan Ottaviano                      Jorge Cervantes

mail **hold** consortium

3. Check one                Monthly payroll warrants each and every month.

Check one                Daily/Hourly payroll warrants each and every month.

IT IS FURTHER RESOLVED that, this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on June 14, 2018 by the following vote:

(Date)

AYES: \_\_\_\_\_ MEMBERS

NOES: \_\_\_\_\_ MEMBERS

ABSENT: \_\_\_\_\_ MEMBERS

STATE OF CALIFORNIA    )

COUNTY OF SAN DIEGO    )    SS

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

\_\_\_\_\_  
Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Gina A. Potter, Ed.D.

\_\_\_\_\_

Ivan Ottaviano

\_\_\_\_\_

Araceli Felix

\_\_\_\_\_

Jorge Cervantes

\_\_\_\_\_

Blanca Vega

\_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
RESOLUTION NO. 18/19-0002**

**AUTHORIZING AGENTS TO SIGN BANK ACCOUNT CHECKS  
AND SCHOOL ORDERS FOR FISCAL YEAR 2018-2019**

ON MOTION of Member \_\_\_\_\_ seconded by Member \_\_\_\_\_, the following resolution is adopted effective July 1, 2018 through June 30, 2019.

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

1. Authorized signers on established school district bank accounts shall be as follows:
  - a. **Cash Clearing Account**: established with an initial balance of \$1,000 to deposit funds awaiting transfer to County Treasury.
    - i. Gina A. Potter, Ed.D., Superintendent
    - ii. Manuela Colom, Executive Director
  - b. **Purchase Card Account (New)**: established with an initial balance of \$10,000 for payment of obligations resulting from purchase of low cost goods and services at the District level.
    - i. Gina A. Potter, Ed.D., Superintendent
  - c. **District Revolving Cash Fund Account**: established with an initial balance of \$5,000 for payment of obligations resulting from purchase of low cost goods and services at the District level.
    - i. Gina A. Potter, Ed.D., Superintendent
    - ii. Manuela Colom, Executive Director
  - d. **Associated Student Body (ASB) Account**: Established for deposit of funds collected by, and payment of obligations incurred by, the Associated Student Body at San Ysidro School District schools.
    - i. Gina A. Potter, Ed.D., Superintendent
    - ii. Manuela Colom, Executive Director
    - iii. Roberto Carrillo, Principal, San Ysidro Middle School
    - iv. Maria Concepción Rodríguez, Principal, Vista Del Mar School
  - e. **Camp Account**: Established for deposit of funds collected for, and payment of obligations incurred for, sending 6<sup>th</sup> grade students to Camp.
    - i. Gina A. Potter, Ed.D., Superintendent
    - ii. Manuela Colom, Executive Director

THIS SPACE INTENTIONALLY LEFT BLANK







**SAN YSIDRO SCHOOL DISTRICT**

**RESOLUTION 18/19-0005**

**AUTHORIZING AGENTS TO ISSUE THE REPLACEMENT OF WARRANTS**

On a motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_ the following Resolution is adopted effective July 1, 2018 through June 30, 2019:

**WHEREAS**, during the course of business, this School District issues payroll and commercial warrants for the payments of goods and services received by the District; and

**WHEREAS**, payroll and commercial warrants are lost, stolen, mutilated, or expire upon occasion; and

**WHEREAS**, a petition for issuance of a new warrant may be presented by the payee pursuant to Government Code section 29802.

**NOW, THEREFORE BE IT RESOLVED** by the Governing Board of the San Ysidro School District of San Diego County, California, that the following persons shall be authorized to reissue new payroll and commercial warrants upon presentation of a properly completed petition for issuance of a new warrant if such new warrant does not exceed the amount of the original warrant.

Manual Signature

Gina A. Potter, Ed.D., Superintendent

\_\_\_\_\_

Manuela Colom, Executive Director

\_\_\_\_\_

PASSED AND ADOPTED by said Governing Board on June 14, 2018:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

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

\_\_\_\_\_  
Clerk of the Governing Board





**San Ysidro School District  
Resolution No. 18/19-0007**

**DESIGNATING AUTHORIZED DISTRICT REPRESENTATIVES AND SIGNATORIES  
WITH THE STATE ALLOCATION BOARD, OFFICE OF PUBLIC SCHOOL  
CONSTRUCTION**

San Ysidro School District, San Diego County ON MOTION OF Member \_\_\_\_\_,  
seconded by Member \_\_\_\_\_, effective July 1, 2018 through June 30, 2019.

**IT IS RESOLVED AND ORDERED** that, pursuant to the provisions commencing with Education Code  
Section 17070.10, et seq.,

Superintendent and/or his/her designee

are hereby authorized to sign all documents and act on behalf of the District with the State Allocation  
Board Office of Public School Construction.

**IT IS FURTHER RESOLVED** that this motion shall stand and that all additions and deletions shall be  
submitted in writing to the State Allocation Board Office of Public School Construction.

**PASSED AND ADOPTED** by the Governing Board of San Ysidro School District on this 14th day of  
June, 2018, by the following vote:

AYES:                      NOES:                      ABSTAIN:                      ABSENT:

STATE OF CALIFORNIA    )  
  ) SS  
COUNTY OF SAN DIEGO    )

I, Marcos A. Diaz, Clerk to the Governing Board of San Ysidro School District of San Diego County,  
California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly  
adopted by said Board at a regular meeting thereof on the date and by the vote above stated, which  
resolution is on file and of record in the office of said Board.

Date: June 14, 2018

\_\_\_\_\_  
Clerk to the Governing Board

Authorized person(s):

Manual Signature(s) of authorized person(s):

Gina A. Potter, Ed.D., Superintendent

\_\_\_\_\_  
\_\_\_\_\_

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:** Business Services  
Peter Wong, Interim Chief Business Official

**INITIAL:** pw  
 Informational  
 Action

**AGENDA ITEM:** RESOLUTION NO. 18/19-0008 TO ESTABLISH TEMPORARY INTERFUND BORROWING OF SPECIAL OR RESTRICTED FUND MONEYS

The Governing Board of any school district may direct the moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code Section 42603.

The Governing Board of the San Ysidro School District adopts this Resolution for fiscal year 2018-2019 to temporarily transfer (temporary borrowing) funds between the following funds provided that all transfers are approved by the Superintendent and/or designee:

- General Fund Unrestricted
- General Fund Restricted
- Child Development Fund
- Cafeteria Fund
- Building Fund

**RECOMMENDATION:**

Approve Resolution No. 18/19-0008 to establish temporary interfund borrowing of special or restricted fund moneys effective July 1, 2018 through June 30, 2019.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: pw

Financial Implications?

Are funds for this item available in the 2018-2019 Budget?

Requisition #

Yes     No

Yes     No

N/A  
(Amount)

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

(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Gina A. Potter, Ed.D.  
Superintendent

**SAN YSIDRO SCHOOL DISTRICT  
RESOLUTION NO. 18/19-0008**

**RESOLUTION TO ESTABLISH TEMPORARY INTERFUND BORROWING  
OF SPECIAL OR RESTRICTED FUND MONEYS**

**ON MOTION** of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is hereby adopted effective July 1, 2018 through June 30, 2019:

**WHEREAS**, the Governing Board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code section 42603, and

**WHEREAS**, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account, and

**WHEREAS**, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year,

**THEREFORE, BE IT RESOLVED** that the Governing Board of the San Ysidro School District, in accordance with the provisions of Education Code section 42603 adopts the following authorization for fiscal year 2018-2019 to temporarily transfer funds between the following funds provided that all transfers are approved by the Superintendent or his designee:

- General Fund Unrestricted
- Child Development Fund
- Building Fund
- General Fund Restricted
- Cafeteria Fund

**PASSED AND ADOPTED** by the Governing Board on June 14, 2018, by the following vote:

AYES:  
NOES:  
ABSENT:

STATE OF CALIFORNIA    )  
  ) SS  
COUNTY OF SAN DIEGO    )

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

WITNESSED my hand this 14th day of June, 2018.

\_\_\_\_\_  
Marcos A. Diaz  
Clerk of the Governing Board

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

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

**INITIAL:** Gap  
 Informational  
 Action

**AGENDA ITEM:** IGT GRANT

**BACKGROUND INFORMATION:**

The After School Advantage (ASA) Program is the signature education program and flagship community involvement initiative. The program strives to close the “Digital Divide” for disadvantaged children who get left behind because they do not have the means to access computers in today’s increasingly digital society.

Its goal is to address the needs of underprivileged/at-risk children ages five to 18 with a meaningful, yet fun, learning experience during the critical after-school hours in a safe environment. It does this by providing qualifying non-profit community agencies and public schools with digital learning centers. Each digital learning center is unique in its design and specific to an organization’s custom needs.

Francisco Mata, *Coordinator of Public Relations and Community Services*, submitted a Smythe School computer proposal to IGT on May 18, 2018. On May 25, 2018, IGT notified Mr. Mata that Smythe School was selected and awarded a \$25,000.00 grant for a computer lab.

**RECOMMENDATION:**

Accept the IGT Grant for Smythe Elementary in the amount of \$25,000.00 for a Computer Lab.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

**Goal #1: Student Achievement**

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other Financial Implications? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Are funds for this item available in the 2017-2018 Budget? <input type="checkbox"/> Yes <input type="checkbox"/> No	Business Services Reviewed: _____ Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<div style="border: 1px solid black; padding: 5px; width: 150px; margin: 0 auto;">\$25,000.00</div> (Amount)	<div style="border: 1px solid black; padding: 5px; width: 300px; margin: 0 auto;">IGT Grant</div> (Name of funding source and/or location)	<div style="border: 1px solid black; padding: 5px; width: 300px; margin: 0 auto;">--</div> (Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent’s Office Certification:**

  
 \_\_\_\_\_  
 Gina Potter, Ed.D., Superintendent



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Educational Services  
Manuela Colom, Executive Director

**INITIAL:**   
 Informational  
 Action

**AGENDA ITEM:** ENGLISH LEARNER RECLASSIFICATION CRITERIA

---

**BACKGROUND INFORMATION:**

The San Ysidro School District provides services to assist and support students who are English learners in becoming fluent English proficient students. A variety of programs are offered to students which involve the daily application of English Language development (ELD) to promote steady growth of skills in reading, writing, listening and speaking skills. The District measures growth with a number of assessments and most notably with the English Language Proficiency Assessment for California (ELPAC) Test.

The District's goal for English learner students is to become fully proficient in English and to master State standards for academic achievement as rapidly as possible. To be in compliance with the guidelines from the State Board of Education the District reclassification includes students that take ELPAC and students with IEP's that take the Ventura County Comprehensive Alternate Language Proficiency Survey (VCCALPS) assessment, see the attached criteria for details.

**RECOMMENDATION:**

Approve the English Learner Reclassification Criteria.

---

**LCAP GOAL AND ACTION/SERVICE:**

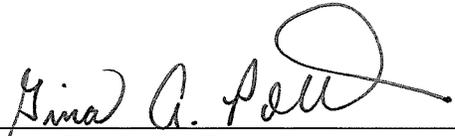
Goal 1: Student Achievement, Action 1.18: Continue to support, monitor, and evaluate the services for English Learners to ensure students acquire proficiency in English.

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	<b>Business Services Reviewed:</b> _____
Financial Implications?		Are funds for this item available in the 2018-2019 Budget?			Requisition #
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
N/A (Amount)	N/A (Name of funding source and/or location)			-- (Funding account number)	

---

Recommended for:  Approval  Denial Certification Requested  Yes  No

**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Gina A. Potter, Ed.D.  
Superintendent

Item 12A.1  
Page 1 of 3

## Reclassification Criteria for Students Taking ELPAC

Table 4.1

Evaluation Measure	Minimum Criteria
State Approved Assessment of English Language Proficiency	<ul style="list-style-type: none"> <li>• ELPAC: Overall Bridging Performance Level</li> </ul>
Comparison of Performance in Basic Skills	<ul style="list-style-type: none"> <li>• Two ELA district assessments with proficient scores (benchmark or challenge) - or -</li> <li>• CAASPP overall ELA score in the proficiency band of Standard Met or Standard Exceeded - or -</li> <li>• District approved assessment for reclassification.</li> </ul>
Teacher Evaluation and Academic Indicator	<ul style="list-style-type: none"> <li>• Completed Teacher Evaluation Form (grade-level teacher for grades 2-6 and ELA teacher for grades 7-8) <u>indicating a recommendation</u> of reclassification based on the academic characteristics of a student.</li> </ul>
Parent Opinion and Consultation	<ul style="list-style-type: none"> <li>• Letter mailed home to notify parents/guardians of their rights and encourage them to participate in the reclassification process with the opportunity for a face-to-face meeting.</li> </ul>

## Reclassification Criteria for Students Taking Alternative Assessment VCCALPS

Table 4.2

Evaluation Measure	Minimum Criteria
State Approved Assessment of English Language Proficiency	<ul style="list-style-type: none"> <li>• Ventura County Comprehensive Alternate Language Proficiency Survey (VCCALPS): Overall proficiency level is equal to that or higher than overall proficiency level of primary language</li> </ul>
Comparison of Performance in Basic Skills	<ul style="list-style-type: none"> <li>• CAASPP/CAA(California Alternative Assessment) overall ELA score in the proficiency Level 2 or 3 -or-</li> <li>• District approved assessment for reclassification, in coordination with the Special Education Department</li> </ul>
Teacher Evaluation and Academic Indicator	<ul style="list-style-type: none"> <li>• Completed Teacher Evaluation Form (grade-level teacher for grades 2-6 and ELA teacher for grades 7-8) <u>indicating a recommendation of reclassification</u> based on the student's academic performance and academic success towards IEP linguistically appropriate goals.</li> </ul>
Parent Opinion and Consultation	<ul style="list-style-type: none"> <li>• Letter mailed home to notify parents/guardians of their rights and encourage them to participate in the reclassification process with the opportunity for a face-to-face meeting (could be done as part of IEP meeting).</li> </ul>

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Educational Services  
Manuela Colom, Executive Director

**INITIAL:** *CG*  
 Informational  
 Action

**AGENDA ITEM:** SINGLE PLANS FOR STUDENT ACHIEVEMENT (SPSA) FOR THE  
2018-2019 SCHOOL YEAR

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**BACKGROUND INFORMATION:**

The Single Plan for Student Achievement (SPSA) is a plan of action to improve academic performance by coordinating all educational services and resources. The California Department of Education (CDE) website explains the legal specifics and purpose of the SPSA as follows:

*EC Section 64001 specifies that schools and districts that receive State and Federal or other applicable funding through the District's Consolidated Application (ConApp) process prepare a SPSA for any recipient school. The SPSA is a blueprint to improve the academic performance of all students.*

*The purpose of the SPSA is to coordinate all educational services at the school. The SPSA shall, at a minimum, address how funds provided to the school through any of the sources identified in EC Section 64000 will be used to improve the academic performance of all pupils. School goals shall be based upon an analysis of verifiable state data. The SPSA must integrate the purposes and requirements of all state and federal categorical programs in which the school participates. The SPSA serves as the organizer for an individual school's improvement process. The plan should be developed with a deep understanding of root causes of student academic challenges and identify and implement research-based instructional strategies to raise the achievement of students who are not yet proficient by state standards. A well-developed SPSA can ensure that students are better equipped to meet the Common Core State Standards in English and math.*

Each school's SPSA has been reviewed and approved by their School Site Councils as required.  
- SPSA reports under separate cover -

**RECOMMENDATION:**

Approve the 2018-2019 Single Plans for Student Achievement for La Mirada, Ocean View Hills, Smythe, Sunset, Willow, Vista Del Mar Middle and San Ysidro Middle Schools.

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**LCAP GOAL AND ACTION/SERVICE:**

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

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	<b>Business Services Reviewed:</b> _____
Financial Implications?	Are funds for this item available in the 2018-2019 Budget?			Requisition #	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="text"/>
<input type="text" value="N/A"/> (Amount)	<input type="text" value="N/A"/> (Name of funding source and/or location)			<input type="text" value="--"/> (Funding account number)	

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Recommended for:  Approval  Denial Certification Requested  Yes  No

**Superintendent's Office Certification:**

Item 12A.2  
Page 1 of 1

  
\_\_\_\_\_  
Gina A. Potter, Ed.D.  
Superintendent

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Willow School  
Manuel Bojorquez, Principal

**INITIAL:** *MB*  
 Informational  
 Action

**AGENDA ITEM:** FIELD TRIPS TO PUMP IT UP, CHULA VISTA – WILLOW SCHOOL

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**BACKGROUND INFORMATION:**

The Principal of Willow School is requesting approval to send approximately 210 first and third grade students, teachers and chaperones to an educational field trip to Pump It Up in Chula Vista. By attending this field trip, students access and maintain a level of physical fitness to improve health performance. Students will be working on their gross motor skills through jumping, climbing and sliding. Students will also be challenged to exercise applying physical endurance and strength.

Students will be attending these field trips as an end of the year activity on different dates as follows:

- May 24, 2018 - 3<sup>rd</sup> grade students
- June 13 & 18, 2018 – 1<sup>st</sup> grade students

The cost is \$7.00 per person and will be covered through PTA donations and grade level fundraising.

**RECOMMENDATION:**

Approve/Ratify the educational field trips to Pump it Up, Chula Vista for 1<sup>st</sup> and 3<sup>rd</sup> grade students from Willow School scheduled for May 24, June 13 and 18, 2018 at an approximate cost of \$1,540.00 from PTA donations and fundraising.

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**LCAP GOAL AND ACTION/SERVICE:**

Goal #2: Safety, Climate, and student engagement. – Action 2.6: Provide enrichment opportunities and programs for students to improve academic environment

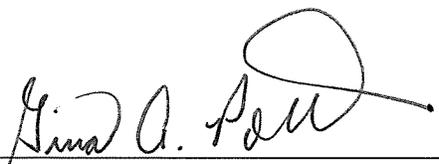
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<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input checked="" type="checkbox"/> Ratify	<input type="checkbox"/> Other	<b>Business Services Reviewed:</b> _____
Financial Implications?		Are funds for this item available in the 2017-2018 Budget?			Requisition #
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
\$1,540.00 (Amount)	PTA Donations and Fundraising (Name of funding source and/or location)			-- (Funding account number)	

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Recommended for:  Approval  Denial Certification Requested  Yes  No

**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Gina A. Potter, Ed.D.  
Superintendent

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Willow School  
Manuel Bojorquez, Principal

**INITIAL:** *Cy*  
 Informational  
 Action

**AGENDA ITEM:** COLLEGE FOR KIDS PROGRAM AT SOUTHWESTERN COLLEGE

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**BACKGROUND INFORMATION:**

College for Kids (CFK) presents stimulating, challenging enrichment experiences for students. This program is sponsored by the Southwestern Community College and neighboring school districts.

Eligible students are those who are entering grades 5<sup>th</sup> – 8<sup>th</sup> in the fall of 2018 and meet one of the following criteria: • Have been identified as Gifted or talented, • have a B or a 3 average or higher in academic course work and acceptable citizenship grades and • have submitted a recommendation form completed by the student's teacher.

All courses will take place on the Southwestern College Chula Vista campus - 900 Otay Lakes Road, Chula Vista, CA 91910 from July 2 – July 12, 2018.

The cost implications for this program include: students' registration fees, transportation and chaperone.

**RECOMMENDATION:**

Approve the participation of approximate thirty Gate students in grades 5<sup>th</sup> – 8<sup>th</sup> from the District at the College for Kids Program at Southwestern College from July 2-12, 2018 at a cost not to exceed \$9,300.00 from the Supplemental and Concentration fund.

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**LCAP GOAL AND ACTION/SERVICE:**

Goal #2: Safety, Climate, and student engagement. – Action 2.6: Provide enrichment opportunities and programs for students to improve the academic environment (i.e. College Readiness, Compact for Success, Junior Achievement, etc) and to include extended year educational experiences and activities.

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<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: _____
Financial Implications?	Are funds for this item available in the 2018-2019 Budget?			Requisition #	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			<input style="width: 150px; height: 20px;" type="text"/>	
<input style="width: 100px; height: 20px;" type="text" value="\$9,300.00"/> (Amount)	<input style="width: 200px; height: 20px;" type="text" value="Supplemental and Concentration Fund"/> (Name of funding source and/or location)			<input style="width: 200px; height: 20px;" type="text" value="--"/> (Funding account number)	

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Recommended for:  Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Gina A. Potter, Ed.D.  
Superintendent

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Educational Services  
Manuela Colom, Executive Director

**INITIAL:** *MC*  
 Informational  
 Action

**AGENDA ITEM:** PROFESSIONAL DEVELOPMENTS - JUNE

**BACKGROUND INFORMATION:**

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

The following is a list of professional developments up for the June 14, 2018 Board meeting:

- ELPAC Academy – Focusing on Els in the Classroom
- Imagine Learning Partnership Forum
- 2018-19 ACSA Academies – Leading Curriculum and Instruction to Support LCAP Implementation and English Language Learners and Personnel Administrator
- Initial ELPAC Administration and Scoring Makeup Training
- Project Lead The Way Computer Science App Creators Course
- Advancing with Benchmark Consortium
- CAASPP Summer Institute 2018

Cost implications might include: Registration fees, lodging, parking, meals, mileage and teacher compensation.

**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.

<input type="checkbox"/> <b>Renewal</b> <input checked="" type="checkbox"/> <b>New</b> <input type="checkbox"/> <b>Amendment</b> <input checked="" type="checkbox"/> <b>Ratify</b> <input type="checkbox"/> <b>Other</b>		<b>Business Services Reviewed:</b> _____
Financial Implications? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Are funds for this item available in the 2018-2019 Budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<div style="border: 1px solid black; padding: 5px;">           APPROXIMATE COST  <b>\$21,809.00</b>            (Amount)         </div>	<div style="border: 1px solid black; padding: 5px;"> <b>General, Title II and Title III Funds</b>            (Name of funding source and/or location)         </div>	<div style="border: 1px solid black; padding: 5px;">           --            (Funding account number)         </div>

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification Item 12A.5**

Page 1 of 3

*Gina A. Potter*

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Gina A. Potter, Ed.D.,  
Superintendent

**PROFESSIONAL DEVELOPMENT****Item 12A.5**

Approve/Ratify the attendance and participation of District staff to the different professional developments, as scheduled.

<b>PARTICIPANT(S)</b>	<b>EVENT</b>	<b>PLACE</b>	<b>FROM/TO</b>	<b>COST</b>	<b>FUNDING</b>
Sylvia Mayer, Jamie Barrett	ELPAC Academy – Focusing on ELs in the Classroom	San Diego	August 30, 2018	\$200.00	Title III Fund
Manuela Colom	Imagine Learning Partnership Forum	Provo, Utah	September 26-28, 2018	\$592.00	Title II Fund
Manuela Colom, Kelli Hay	2018-19 ACSA Academies – Leading CI to Support LCAP Implementation	Ontario, CA	August 17-18, 2018 October 5-6, 2018	\$3,300.00	Title II Fund
Cynthia Gonzalez	2018-19 ACSA Academies – English Language Learners	Lake Balboa, CA	Sept. 14-15, 2018 October 5-6, 2018 November 30, 2018 January 11-12, 2019 February 8-9, 2019 March 8-9, 2019 April 5-6, 2019	\$4,500.00	Title III Fund
Cynthia Gonzalez, Adriana Aguilar	Initial LPAC Administration and Scoring Makeup Training	Montebello, CA	August 8, 2018	Mileage	Title III Fund
Cesar Mercado	PLTW Computer Science App Creators Course	San Diego	July 15-20, 2018	\$3,550.00	Title II Fund
Daniel Zummo	ACSA Academies - Personnel Administrator	El Centro	Sept. 14-15, 2018 October 12-13, 2018 November 16-17, 2018 December 7-8, 2018 January 11-12, 2019 February 1-2, 2019 March 1-2, 2019	\$3,259.00	General Fund

<b>PARTICIPANT(S)</b>	<b>EVENT</b>	<b>PLACE</b>	<b>FROM/TO</b>	<b>COST</b>	<b>FUNDING</b>
Manuela Colom, Kelli Hay, Cynthia Gonzalez, Manuel Bojorquez	Advancing with Benchmark Consortium	La Jolla	June 26 & 27, 2018	\$1,200.00	Title II Fund
Juan Molina, Adriana Aguilar, Gloria Mena, Sylvia Mayer, Cynthia Gonzalez, Michelle Patterson, Maria Huerta, Carmen Luna, Cynthia Mosqueda, Ebony Virgil, Nancy Alvarado, Lourdes Quezada, Plus 28 teachers, TBD	CAASPP Summer Institute, 2018	San Diego	July 26-27, 2018	\$4,000.00	Title II Fund



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board                      **BOARD MEETING DATE:** June 14, 2018

**VIA:** Gina A. Potter, Ed.D.                      **FROM:**  
Superintendent                      Business Services  
Peter Wong, Interim Chief Business Official

**INITIAL:** *jm*  
 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 #11 (April 20, 2018 - May 31, 2018):    General Fund: 0000003280-0000003282, 0000003284-0000003288, 0000003290-0000003300, 0000003302, 0000003305-0000003309, 0000003312-0000003322, 0000003324-0000003325, 0000003328-0000003335, 0000003340, 0000003342, 0000003344-0000003346, 0000003349-0000003352, 0000003355-0000003362, 0000003364-0000003374, 0000003376-0000003383, 0000003386-0000003407, 0000003409-0000003414, 00000034170000003433, 0000003435-0000003462, -0000003465-0000003495, 0000003497    Child Development Fund: 0000003289, 0000003303-0000003304, 0000003310, 0000003353-0000003354, 0000003434, 0000003463-0000003464    Child Nutrition Fund: 0000003384-0000003385, 0000003416    Capital Facilities Fund: 0000003301, 0000003311, 0000003363, 0000003408, 0000003415    Capital Projects Fund: 0000003347-0000003348.

**RECOMMENDATION:**

Approve/Ratify the following purchase orders incurred by the District during the period April 20, 2018 through May 31, 2018.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *jm*

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

Yes     No

Yes     No

Varies  
(Amount)

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

--  
(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

*Gina A. Potter*  
\_\_\_\_\_  
Gina A. Potter, Ed.D.  
Superintendent

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000003280	4/20/2018	0000000429	VEX ROBOTICS, INC	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	3,555.64
0000003281	4/23/2018	004571	DOMTAR PAPER CO. LLC	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	3,060.10
0000003282	4/23/2018	000526	THE MASTER TEACHER	OFFICE SUPPLIES	0100	0000000	4300444	064	330.55
0000003284	4/23/2018	001012	CDW GOVERNMENT LLC	OFFICE SUPPLIES	0100	0000000	4400000	067	1,727.19
0000003285	4/23/2018	004678	AMAZON.COM, INC.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	492.41
0000003286	4/23/2018	001532	VERITV OPERATING COMPANY	PUBLICATIONS SUPPLIES	0100	0000000	4300050	073	639.97
0000003287	4/23/2018	002580	COOLE SCHOOL	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	2,930.80
0000003288	4/23/2018	002622	COOPERATIVE ORGANIZATION FOR	CONTRACTED SERVICES	0100	0000000	5800010	062	2,050.00
0000003290	4/23/2018	001775	STAPLES, INC.	OFFICE SUPPLIES	0100	0000000	4300011	064	543.34
0000003291	4/23/2018	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	1,722.98
0000003292	4/23/2018	003210	PACKAGE PRODUCTS & SERVICES	CONTRACTED SERVICES	0100	0000000	5600005	067	6,936.96
0000003293	4/23/2018	004701	TUCOR INC	CONTRACTED SERVICES	0100	0000000	5600005	069	516.66
0000003294	4/23/2018	000588	SCHOOL SERVICES OF CALIFORNIA	CONTRACTED SERVICES	0100	0000000	5800010	071	400.00
0000003295	4/23/2018	000000203	KEENAN & ASSOCIATES	CONTRACTED SERVICES	0100	0000000	5800010	071	654.00
0000003296	4/23/2018	0000000279	SIGNTECH ELECTRICAL ADVERTISING, INC.	CONTRACTED SERVICES	0100	8150000	4300007	070	715.00
0000003297	4/23/2018	004226	BLUE COAST CONSULTING	PROFESSIONAL SERVICES	0100	0000000	5800010	071	15,895.00
0000003298	4/23/2018	001093	KONE INC	MAINTENANCE CONTRACT	0100	8150000	5600005	070	1,834.27
0000003299	4/24/2018	001012	CDW GOVERNMENT LLC	OFFICE SUPPLIES	0100	0000000	4300011	071	237.00
0000003300	4/24/2018	000409	SAN DIEGO UNION-TRIBUNE	LEGAL ADVERTISEMENT	0100	0000000	5800003	071	475.80
0000003302	4/25/2018	001079	PENSKE TRUCK LEASING	RENTAL AGREEMENT	0100	0000000	5800017	024	311.96
0000003305	4/26/2018	004578	STAFF REHAB	PROFESSIONAL SERVICES	0100	6500000	5800010	054	20,000.00
0000003306	4/26/2018	0000000413	TENCERSHERMAN LLP	PROFESSIONAL SERVICES	0100	0000000	5800010	071	2,306.88
0000003307	4/27/2018	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	558.58
0000003308	4/27/2018	0000000056	SAN DIEGO FLOOD BUSTERS INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	3,885.00
0000003309	4/27/2018	0000000074	MTGL INC	CONTRACTED SERVICES	0100	8150000	5600005	070	675.00
0000003312	4/27/2018	0000000248	SAN DIEGO ZOO	FIELD TRIP	0100	0000000	5800017	016	630.00
0000003313	4/30/2018	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	2,020.12
0000003314	4/30/2018	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	815.75
0000003315	4/30/2018	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	025	63.31
0000003316	4/30/2018	002355	I B TROPHIES & AWARDS	OFFICE SUPPLIES	0100	0000000	4300444	064	321.97
0000003317	4/30/2018	001007	CDE,CASHIER'S OFFICE	CONTRACTED SERVICES	0100	0000000	8660000	000	241.20
0000003318	5/1/2018	004554	CARDLOCK VENDING INC.	CONTRACTED SERVICES	0100	0982000	5600005	074	225.00
0000003319	5/1/2018	0000000078	VECTOR USA	PROFESSIONAL SERVICES	0100	0000000	5800010	067	9,600.00
0000003320	5/1/2018	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	022	949.92
0000003321	5/1/2018	002187	APPLE INC	OFFICE SUPPLIES	0100	0000000	4300011	062	2,174.34
0000003322	5/1/2018	004548	MONTGOMERY HARDWARE CO.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	206.80
0000003324	5/2/2018	003377	SOUTHWEST SCHOOL & OFFICE	REGISTRATION FEE	0100	4203000	5200003	061	425.52
0000003325	5/2/2018	003311	SAN DIEGO COUNTY SUPERINTENDEN	CONTRACTED SERVICES	0100	0982000	5600005	074	550.00
0000003328	5/3/2018	001383	BUS WEST	CONTRACTED SERVICES	0100	8150000	5600005	070	6,489.73
0000003329	5/3/2018	0000000436	D&D WILDLIFE HABITAT RESTORATION, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	8,625.00
0000003330	5/3/2018	0000000437	FACILITIES PROTECTION SYSTEMS	CONTRACTED SERVICES	0100	6230000	5800010	012	9,920.00
0000003331	5/3/2018	000273	SCHOLASTIC, INC	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	449.99
0000003332	5/3/2018	002037	PERMA BOUND PUB.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	483.48
0000003333	5/3/2018	000273	SCHOLASTIC, INC	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	651.92
0000003334	5/3/2018	0000000438	NYHART	CONTRACTED SERVICES	0100	0000000	5800010	071	6,750.00
0000003335	5/3/2018	0000000439	LEGO EDUCATION NORTH AMERICA	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	56,862.15

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000003340	5/3/2018	OFFICE DEPOT	000809	OFFICE SUPPLIES	0100	0000000	4300001	020	3,891.93
0000003342	5/4/2018	WAXIE SANITARY SUPPLY	000136	CUSTODIAL SUPPLIES	0100	0000000	4300020	020	4,747.23
0000003344	5/4/2018	OFFICE DEPOT	000809	OFFICE SUPPLIES	0100	0000000	4300011	061	1,146.54
0000003345	5/4/2018	WINET PATRICK GAYER CREIGHTON	000000292	CONTRACTED SERVICES	0100	0000000	5800002	071	368.68
0000003346	5/4/2018	WAXIE SANITARY SUPPLY	000136	CUSTODIAL SUPPLIES	0100	0000000	4300020	020	614.52
0000003349	5/4/2018	CRYSTAL CLEAR GLASS & MIRROR	000000007	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	962.01
0000003350	5/4/2018	AMAZON.COM, INC.	004678	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	374.26
0000003351	5/4/2018	PERMA BOUND PUB.	002037	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	449.59
0000003352	5/4/2018	HAWTHORNE MACHINERY	000379	CONTRACTED SERVICES	0100	0982000	5600005	074	959.91
0000003355	5/4/2018	SCHOLASTIC, INC	000273	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	485.85
0000003356	5/4/2018	SAFETY-KLEEN SYSTEMS, INC.	004627	CONTRACTED SERVICES	0100	0982000	4300023	074	580.87
0000003357	5/4/2018	QUALITY CONTROL CONSULTANTS, INC.	0000000335	PROFESSIONAL SERVICES	0100	8150000	5600005	070	1,513.00
0000003358	5/7/2018	SAN DIEGO COUNTY SUPERINTENDEN	003311	REGISTRATION FEES	0100	0000000	5200003	022	500.00
0000003359	5/7/2018	SAN DIEGO COUNTY SUPERINTENDEN	003311	REGISTRATION FEES	0100	0000000	5200003	024	300.00
0000003360	5/7/2018	SAN DIEGO COUNTY SUPERINTENDEN	003311	REGISTRATION FEES	0100	3010000	5200003	061	200.00
0000003361	5/7/2018	AMAZON.COM, INC.	004678	OFFICE SUPPLIES	0100	0000000	4300011	071	107.12
0000003362	5/7/2018	SAN DIEGO COUNTY SUPERINTENDEN	003311	REGISTRATION FEE	0100	0000000	5800010	024	85.00
0000003364	5/8/2018	WILLIAM V. MAC GILL & CO.	001755	MEDICAL SUPPLIES	0100	0000000	4300010	020	147.51
0000003365	5/8/2018	OFFICE DEPOT	000809	INSTRUCTIONAL SUPPLIES	0100	0000000	4300011	020	2,914.03
0000003366	5/8/2018	ROCHESTER 100 INC.	002711	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	247.83
0000003367	5/8/2018	OFFICE DEPOT	000809	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	2,594.62
0000003368	5/8/2018	AMAZON.COM, INC.	004678	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	365.33
0000003369	5/8/2018	AMAZON.COM, INC.	004678	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	164.76
0000003370	5/8/2018	AMAZON.COM, INC.	004678	LIBRARY SUPPLIES	0100	0000000	4300001	012	442.55
0000003371	5/8/2018	AMAZON.COM, INC.	004678	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	1,032.88
0000003372	5/8/2018	CDW GOVERNMENT LLC	001012	OFFICE SUPPLIES	0100	0000000	4300001	022	946.45
0000003373	5/8/2018	KIDSCARPET.COM	004827	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	1,939.46
0000003374	5/8/2018	DEMCO INC.	000058	LIBRARY SUPPLIES	0100	0000000	4300006	020	2,385.69
0000003376	5/8/2018	SCHOOL NURSE SUPPLY, INC.	001480	MEDIAL SUPPLIES	0100	0000000	4300010	012	701.79
0000003377	5/8/2018	PEARSON	003722	INSTRUCTIONAL SUPPLIES	0100	6500000	4300003	054	243.52
0000003378	5/8/2018	WAXIE SANITARY SUPPLY	000136	CUSTODIAL SUPPLIES	0100	0000000	4300020	022	6,747.08
0000003379	5/8/2018	BIO CORPORATION	002970	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	362.80
0000003380	5/8/2018	ULINE	002990	PUBLICATION SUPPLIES	0100	0000000	4300050	073	445.55
0000003381	5/8/2018	AMAZON.COM, INC.	004678	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	238.76
0000003382	5/8/2018	WAL- MART COMMUNITY/GEGRB	003192	INSTRUCTIONAL SUPPLIES	0100	0000000	4300012	022	259.16
0000003383	5/8/2018	SCHOOL HEALTH CORPORATION	000208	MEDICAL SUPPLIES	0100	0000000	4300010	018	363.01
0000003386	5/8/2018	PERMA BOUND PUB.	002037	INSTRUCTIONAL MATERIAL	0100	3010000	4300001	012	483.48
0000003387	5/8/2018	AMAZON.COM, INC.	004678	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	473.15
0000003388	5/8/2018	AMAZON.COM, INC.	004678	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	458.23
0000003389	5/8/2018	WAXIE SANITARY SUPPLY	000136	CUSTODIAL SUPPLIES	0100	0000000	4300020	020	3,361.35
0000003390	5/8/2018	SAN DIEGO COUNTY SUPERINTENDEN	003311	REGISTRATION FEE	0100	0000000	5200003	071	55.00
0000003391	5/8/2018	FIREWATCH	0000000093	CONTRACTED SERVICES	0100	8150000	4300007	070	529.32
0000003392	5/8/2018	CALIFORNIA ELECTRIC SUPPLY	002721	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	1,695.20
0000003393	5/8/2018	SOUTHWEST SCHOOL & OFFICE	003377	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	1,745.90
0000003394	5/8/2018	EDUPOINT EDUCATIONAL SYSTEMS	004045	CONTRACTED SERVICES	0100	0000000	5600005	067	4,607.83
0000003395	5/8/2018	WILLIAM V. MAC GILL & CO.	001755	MEDICAL SUPPLIES	0100	0000000	4300010	024	1,464.05

PO No.	PO Date	Supplier	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000003396	5/9/2018	004667	SMARTDRAW SOFTWARE, LLC		OFFICE SUPPLIES	0100	0000000	5800010	062	69.95
0000003397	5/9/2018	002976	FEDEX		POSTAGE	0100	0000000	4300003	057	16.45
0000003398	5/9/2018	004608	STANDARD STATIONERY SUPPLY CO		OFFICE SUPPLIES	0100	0000000	4300001	024	99.86
0000003399	5/9/2018	003377	SOUTHWEST SCHOOL & OFFICE		OFFICE SUPPLIES	0100	0000000	4300011	022	1,336.10
0000003400	5/9/2018	004765	PLATINUM PARTY RENTALS		CONTRACTED SERVICES	0100	0000000	5600001	012	810.19
0000003401	5/9/2018	000136	WAXIE SANITARY SUPPLY		CUSTODIAL SUPPLIES	0100	0000000	4300020	012	1,380.86
0000003402	5/9/2018	000136	WAXIE SANITARY SUPPLY		CUSTODIAL SUPPLIES	0100	0000000	4300020	018	5,437.78
0000003403	5/9/2018	004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	0100	0000000	4300012	022	1,176.63
0000003404	5/9/2018	004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	261.19
0000003405	5/9/2018	000809	OFFICE DEPOT		OFFICE SUPPLIES	0100	0000000	4300011	061	4,284.54
0000003406	5/10/2018	0000000077	AZTEC CONTAINER		CONTRACTED SERVICES	0100	8150000	5600001	070	2,424.36
0000003407	5/11/2018	000136	WAXIE SANITARY SUPPLY		CUSTODIAL SUPPLIES	0100	0000000	4300020	016	420.95
0000003409	5/11/2018	0000000386	ARLEEN SILVA CONRADI		PROFESSIONAL SERVICES	0100	6500000	5800010	054	2,500.00
0000003410	5/11/2018	004628	FOLLETT SCHOOL SOLUTIONS, INC		RENEWAL FEES	0100	0000001	5800010	061	11,205.06
0000003411	5/14/2018	000136	WAXIE SANITARY SUPPLY		CONTRACTED SERVICES	0100	8150000	5600005	070	966.19
0000003412	5/14/2018	000308	SEAWORLD PARKS & ENTERTAINMENT		ADMISSIONS	0100	3010000	5710002	016	581.25
0000003413	5/15/2018	000675	ROYAL LINES		CONTRACTED SERVICES	0100	0000000	5800018	016	1,388.00
0000003414	5/15/2018	001079	PENSKE TRUCK LEASING		LEASE AGREEMENT	0100	8150000	5600001	070	4,000.00
0000003417	5/15/2018	001012	CDW GOVERNMENT LLC		OFFICE SUPPLY	0100	0000000	4400000	062	509.67
0000003418	5/15/2018	003113	PHONAK HEARING SYSTEMS		INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	3,695.83
0000003419	5/15/2018	001612	PRESIDENT'S EDUCATION AWARDS		INSTRUCTIONAL SUPPLIES	0100	0000000	4300011	024	189.64
0000003420	5/15/2018	0000000452	JONATHAN MENDOZA		CONTRACTED SERVICES	0100	0000000	5600005	022	700.00
0000003421	5/15/2018	000809	OFFICE DEPOT		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	217.43
0000003422	5/16/2018	0000000031	WILLIAM H. SADLIER, INC		INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	3,978.80
0000003423	5/16/2018	000136	WAXIE SANITARY SUPPLY		CUSTODIAN SUPPLIES	0100	0000000	4300020	069	157.96
0000003424	5/16/2018	003934	ANYTIME SIGN SOLUTION, INC		MAINTENANCE SUPPLIES	0100	8150000	4300007	070	232.52
0000003425	5/16/2018	004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	0100	0000000	4300012	022	969.65
0000003426	5/16/2018	000281	J&E PRO AUDIO LLC		OFFICE SUPPLIES	0100	0000000	4300012	025	931.14
0000003427	5/16/2018	004185	B&H PHOTO, VIDEO		OFFICE SUPPLIES	0100	8150000	4300011	070	452.54
0000003428	5/16/2018	0000000421	LEGOLAND		ADMISSIONS	0100	0000000	5800017	016	990.00
0000003429	5/16/2018	004087	RGC CONSTRUCTION INC		CONTRACTED SERVICES	0100	8150000	5600005	070	900.00
0000003430	5/16/2018	004678	AMAZON.COM, INC.		OFFICE SUPPLIES	0100	0000000	4300011	064	86.19
0000003431	5/16/2018	0000000420	INDIAN HILLS CAMP		ADMISSIONS	0100	3010000	5710002	016	1,041.00
0000003432	5/17/2018	003311	SAN DIEGO COUNTY SUPERINTENDEN		REGISTRATION FEES	0100	0000000	5200003	016	85.00
0000003433	5/17/2018	000258	PARADIGM HEALTHCARE SERVICES		PROFESSIONAL SERVICES	0100	5640000	5800010	052	1,700.00
0000003435	5/18/2018	001012	CDW GOVERNMENT LLC		OFFICE SUPPLIES	0100	0000000	4400000	018	2,150.69
0000003436	5/18/2018	002043	JONES SCHOOL SUPPLY CO., INC.		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	342.65
0000003437	5/18/2018	003313	BEST BUY		OFFICE SUPPLIES	0100	0000000	4400000	061	3,016.98
0000003438	5/18/2018	002682	BENCHMARK EDUCATION COMPANY		INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	016	1,335.02
0000003439	5/18/2018	00069A	CITY TREASURER		CONTRACTED SERVICES	0100	0000000	5800010	071	8,964.98
0000003440	5/18/2018	0000000455	GRAPHIC TEES, INC.		INSTRUCTIONAL SUPPLIES	0100	0000000	4300011	024	280.10
0000003441	5/18/2018	000535	SCHOOL SPECIALTY		INSTRUCTIONAL SUPPLIES	0100	0000000	4200000	024	5,635.86
0000003442	5/18/2018	000146	LAKESHORE		INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	1,072.11
0000003443	5/18/2018	000809	OFFICE DEPOT		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	1,297.31
0000003444	5/18/2018	004131	HYDROTEX PARTNERS, LTD		MECHANICS SUPPLIES	0100	0982000	4300022	074	2,541.17
0000003445	5/18/2018	000544	ETA HAND2MIND		PO RECEIPT	0100	3010000	4300001	012	1,120.38

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000003446	5/18/2018	SCHOLASTIC, INC	000273	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	575.47
0000003447	5/18/2018	LAKESHORE	000146	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	2,271.37
0000003448	5/18/2018	WILLIAM H. SADLER, INC	00000000031	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	018	7,474.26
0000003449	5/18/2018	CENGAGE LEARNING	004265	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	018	2,587.35
0000003450	5/18/2018	CURRICULUM ASSOC. INC.	000437	INSTRUCTIONALS SUPPLIES	0100	3010000	4300001	012	1,098.20
0000003451	5/18/2018	NANCY FETZER'S LITERACY	004668	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	795.78
0000003452	5/18/2018	AMAZON.COM, INC.	004678	INSTRUCTIONAL SUPPLIES	0100	0000000	4300012	022	161.36
0000003453	5/18/2018	DEMCO INC.	000058	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	269.35
0000003454	5/18/2018	BENCHMARK EDUCATION COMPANY	002682	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	1,589.32
0000003455	5/18/2018	GEARY PACIFIC SUPPLY	00000000435	MAINTENANCE SUPPLIES	0100	8150000	4400000	070	3,795.04
0000003456	5/18/2018	CURRICULUM ASSOC. INC.	000437	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	5,765.06
0000003457	5/18/2018	SCHOLASTIC, INC	000273	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	2,429.77
0000003458	5/18/2018	A-Z BUS SALES, INC.	002102	CONTRACTED SERVICES	0100	0982000	4300060	074	3,986.75
0000003459	5/18/2018	VEX ROBOTICS, INC	00000000429	INSTRUCTIONAL SUPPLIES	0100	0000001	4300001	061	836.16
0000003460	5/21/2018	SAN DIEGO UNION-TRIBUNE	000409	CONTRACTED SERVICES	0100	0000000	5800007	071	197.40
0000003461	5/21/2018	AMAZON.COM, INC.	004678	OFFICE SUPPLIES	0100	0000000	4300011	064	176.70
0000003462	5/21/2018	OFFICE DEPOT	000809	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	1,297.31
0000003465	5/22/2018	CURRICULUM ASSOC. INC.	000437	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	14,598.66
0000003466	5/22/2018	SCHOLASTIC, INC	000273	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	1,089.35
0000003467	5/22/2018	WAXIE SANITARY SUPPLY	000136	CUSTODIAL SUPPLIES	0100	0000000	4300020	018	510.74
0000003468	5/22/2018	OFFICE DEPOT	000809	OFFICE SUPPLIES	0100	0000000	4300011	071	865.79
0000003469	5/22/2018	WILLIAM V. MAC GILL & CO.	001755	MEDICAL SUPPLIES	0100	0000000	4300010	016	1,395.70
0000003470	5/22/2018	JONES SCHOOL SUPPLY CO., INC.	002043	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	016	552.14
0000003471	5/22/2018	BLACKBOARD INC	00000000051	CONTRACTED SERVICES	0100	0000000	5600005	067	19,597.95
0000003472	5/22/2018	YMCA OF SAN DIEGO COUNTY	002722	CONTRACTED SERVICES	0100	0000000	5800010	061	1,275.00
0000003473	5/22/2018	ETA HAND2MIND	000544	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	016	2,737.70
0000003474	5/22/2018	US GAMES	004560	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	6,341.75
0000003475	5/22/2018	LAKESHORE	000146	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	016	8,526.87
0000003476	5/22/2018	CARSON DELLOSA PUBLISHING, LLC	00000000029	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	016	109.84
0000003477	5/22/2018	BARNES AND NOBLE	001822	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	016	48.43
0000003478	5/22/2018	TUNED IN TO LEARNING	00000000456	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	016	507.47
0000003479	5/24/2018	AMAZON.COM, INC.	004678	OFFICE SUPPLIES	0100	0000000	4300011	064	46.49
0000003480	5/25/2018	CDW GOVERNMENT LLC	001012	OFFICE SUPPLIES	0100	0000000	4300011	064	77.78
0000003481	5/25/2018	LAW OFFICES OF SCHWARTZ&STOREY	004546	LEGAL FEES	0100	0000000	5800150	054	6,800.00
0000003482	5/25/2018	ANYTIME SIGN SOLUTION, INC	003934	GROUPS SUPPLIES	0100	8150000	4300007	070	241.50
0000003483	5/25/2018	WAXIE SANITARY SUPPLY	000136	MECHANIC SUPPLIES	0100	0982000	4300060	074	4,654.22
0000003484	5/25/2018	J&E PRO AUDIO LLC	000281	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	164.04
0000003485	5/25/2018	AMPLIFIED IT, LLC	00000000457	CONTRACTED SERVICES	0100	0000000	5800010	067	7,500.00
0000003486	5/29/2018	FITNESS FINDERS	00000000398	INSTRUCTIONAL SUPPLIES	0100	3010000	4200000	020	879.57
0000003487	5/29/2018	SCHOOL SPECIALTY	000535	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	3,724.40
0000003488	5/29/2018	GREG A. MARVEL	004744	CONTRACTED SERVICES	0100	0982000	5600005	074	5,075.00
0000003489	5/29/2018	CITY TREASURER	00069A	CONTRACTED SERVICES	0100	6500000	5800010	054	305.00
0000003490	5/30/2018	PNC EQUIPMENT FINANCE, LLC	00000000327	RENTAL PAYMENT	0100	6230000	7438000	069	124,415.86
0000003491	5/30/2018	FORENSIC ANALYTICAL CONSULTING	00000000131	CONTRACTGD SERVICES	0100	8150000	5600005	070	2,950.00
0000003492	5/30/2018	OFFICE DEPOT	000809	OFFICE SUPPLIES	0100	0000000	4300001	012	1,078.96
0000003493	5/31/2018	AMAZON.COM, INC.	004678	INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	24.77

PO No.	PO Date	Supplier	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
0000003494	5/31/2018	001102	ORIENTAL TRADING COMPANY, INC.		INSTRUCTIONAL SUPPLIES	0100	0300020	4300001	020	52.69
0000003495	5/31/2018	003377	SOUTHWEST SCHOOL & OFFICE		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	1,772.48
0000003497	5/31/2018	000535	SCHOOL SPECIALTY		INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	1,126.05
<b>Total for 0100</b>										<b>572,920.92</b>
0000003289	4/23/2018	004678	AMAZON.COM, INC.		INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	37.95
0000003303	4/25/2018	004866	COTHRINE TRAINING SERVICES		PROFESSIONAL SERVICES	1200	9010000	5800010	076	6,802.00
0000003304	4/25/2018	000538	UC REGENTS		CONTRACTED SERVICES	1200	9024000	5800010	076	3,724.50
0000003310	4/27/2018	0000000035	TAQUIZAS LOS CHUCHYS		CONTRACTED SERVICES	1200	5210000	4300015	076	514.18
0000003353	5/4/2018	004866	COTHRINE TRAINING SERVICES		CONTRACTED SERVICES	1200	9010000	5800010	076	5,440.00
0000003354	5/4/2018	001161	HOME DEPOT		MAINTENANCE SUPPLIES	1200	6105000	4300020	076	500.00
0000003434	5/18/2018	0000000454	COMMUNITY PLAYTHINGS		INSTRUCTIONAL SUPPLIES	1200	5210000	4400000	076	942.81
0000003463	5/22/2018	000136	WAXIE SANITARY SUPPLY		CUSTODIAL SUPPLIES	1200	6105000	4300020	076	1,100.64
0000003464	5/22/2018	000136	WAXIE SANITARY SUPPLY		CUSTODIAL SUPPLIES	1200	6105000	4300020	076	811.59
<b>Total for 1200</b>										<b>19,873.67</b>
0000003384	5/8/2018	001755	WILLIAM V. MAC GILL & CO.		MEDICAL SUPPLIES	1300	5310000	4300011	085	640.88
0000003385	5/8/2018	003524	ACE COOLING & FREEZING		CONTRACTED SERVICES	1300	5310000	6400003	085	5,778.99
0000003416	5/15/2018	000987	C&M MOTORS		CONTRACTED SERVICES	1300	5310000	5600005	085	6,070.11
<b>Total for 1300</b>										<b>12,489.98</b>
0000003301	4/24/2018	004822	CALIFORNIA FINANCIAL SERVICES		CONTRACTED SERVICES	2518	9010000	5800010	010	15,750.00
0000003311	4/27/2018	0000000433	SILVER CREEK INDUSTRIES, INC.		CONTRACTED SERVICES	2518	9010000	6200012	024	743,066.00
0000003363	5/7/2018	0000000442	MAYER REPROGRAPHICS		CONTRACTED SERVICES	2518	9010000	6200003	024	2,769.95
0000003408	5/11/2018	0000000443	DAILY JOURNAL CORPORATION		CONTRACTED SERVICES	2518	9010000	5800007	071	112.20
0000003415	5/15/2018	0000000423	BWE, INC		CONTRACTED SERVICES	2518	9010000	5800010	024	10,495.00
<b>Total for 2518</b>										<b>772,193.15</b>
0000003347	5/4/2018	004822	CALIFORNIA FINANCIAL SERVICES		CONTRACTED SERVICES	4901	9010000	5800010	010	10,000.00
0000003348	5/4/2018	004822	CALIFORNIA FINANCIAL SERVICES		CONTRACTED SERVICES	4901	9010000	5800010	010	10,000.00
<b>Total for 4900</b>										<b>20,000.00</b>
<b>Grand Total</b>										<b>1,397,477.72</b>



Warrant ID	Payee	Payment Date	Amount	Description	Fund
14393717	CATALINA HERNANDEZ	4/19/2018	144.33	REIMBURSEMENT CABE	0100
14393718	ADRIENNE KONIGAR MACKLIN	4/19/2018	1595.00	CONTRACTED SERVICES	0100
14393719	SAFEWAY INC. -VONS DIVISION	4/19/2018	24.00	REFRESHMENTS	0100
14393720	ZENAIDA R. ROSARIO	4/19/2018	157.83	REIMBURSEMENT CABE	0100
14394394	DATEL SYSTEMS INCORPORATED	4/20/2018	7895.27	CONTRACTED SERVICES	0100
14394402	YMCA OF SAN DIEGO COUNTY	4/20/2018	108120.43	PROFESSIONAL SERVICES	0100
14394403	ALPHA SMOG STATION	4/20/2018	238.25	CONTRACTED SERVICES	0100
14394407	ONE TRIPP TREE SERVICE INC.	4/20/2018	11911.00	CONTRACTED SERVICES	0100
14394408	AHLEE BACKFLOW SERVICE, INC.	4/20/2018	8413.00	CONTRACTED SERVICES	0100
14395291	EMILIA VILLANUEVA	4/24/2018	159.75	REIMBURSEMENT CABE	0100
14395292	CYNTHIA M. GONZALEZ	4/24/2018	97.60	REIMBURSEMENT CONFERENCE	0100
14395293	MARISA DORADO	4/24/2018	197.68	REIMBURSEMENT CABE	0100
14395294	CITY TREASURER	4/24/2018	11854.65	UTILITIES	0100
14395295	REPUBLIC SERVICES	4/24/2018	12176.44	UTILITIES	0100
14395296	LETICIA LEMOS	4/24/2018	127.63	REIMBURSEMENT CABE	0100
14395297	AMAZON.COM, INC.	4/24/2018	3230.15	INSTRUCTIONAL SUPPLIES	0100
14395298	ERIKA MEZA	4/24/2018	129.27	REIMBURSEMENT CABE	0100
14396002	MAXIM HEALTHCARE SERVICES, INC	4/25/2018	7226.42	CONTRACTED SERVICES	0100
14396003	CHEVRON U.S.A. INC.	4/25/2018	2966.94	CONTRACTED SERVICES	0100
14396004	PARADIGM HEALTHCARE SERVICES	4/25/2018	500.00	PROFESSIONAL SERVICES	0100
14396005	HENRY APONTE	4/25/2018	950.00	CONTRACTED SERVICES	0100
14396006	LEAL & TREJO APC	4/25/2018	56260.69	LEGAL FEES	0100
14396440	CRYSTAL CLEAR GLASS & MIRROR	4/26/2018	962.01	MAINTENANCE SUPPLIES	0100
14396441	JACOB RODRIGUEZ	4/26/2018	102.73	MILEAGE	0100
14396442	P.I.P.S.	4/26/2018	69448.33	CONTRACTED SERVICES	0100
14396443	KEENAN & ASSOCIATES	4/26/2018	654.00	CONTRACTED SERVICES	0100
14396444	OFFICESUPPLY.COM	4/26/2018	1133.96	OFFICE SUPPLIES	0100
14396445	XEROX FINANCIAL SERVICES	4/26/2018	9274.25	LEASE AGREEMENT	0100
14396446	GROSSMONT UNION HIGH SCHOOL	4/26/2018	7929.18	RENTAL/LEASE	0100
14396447	AGRI-TURF DISTRIBUTING, LLC	4/26/2018	148.16	GROUPS SUPPLIES	0100
14396448	AUTISM-PRODUCTS.COM	4/26/2018	101.19	INSTRUCTIONAL SUPPLIES	0100
14396449	DIAMOND ENVIRONMENTAL SERVICE:	4/26/2018	406.00	MAINTENANCE SUPPLIES	0100
14396450	FLINN SCIENTIFIC, INC	4/26/2018	470.59	INSTRUCTIONAL SUPPLIES	0100

Warrant ID	Payee	Payment Date	Amount	Description	Fund
14396451	FLEET SCIENCE CENTER	4/26/2018	672.00	CONTRACTED SERVICES	0100
14396452	JOSE MORALES	4/26/2018	160.00	INCIDENT REPORT	0100
14396453	LINDA DENTON TORRES	4/26/2018	206.98	REIMBURSEMENT CABE	0100
14396455	GRAINGER	4/26/2018	583.25	MAINTENANCE SUPPLIES	0100
14396456	OFFICE DEPOT	4/26/2018	1077.86	OFFICE SUPPLIES	0100
14396457	CDW GOVERNMENT LLC	4/26/2018	1387.71	INSTRUCTIONAL SUPPLIES	0100
14396458	PENSKE TRUCK LEASING	4/26/2018	312.96	RENTAL AGREEMENT	0100
14396459	KONE INC	4/26/2018	1834.27	MAINTENANCE CONTRACT	0100
14396460	SCHOOL NURSE SUPPLY, INC.	4/26/2018	556.63	MEDICAL SUPPLIES	0100
14396461	EWING IRRIGATION	4/26/2018	375.65	MAINTENANCE SUPPLIES	0100
14396462	PRESIDENT'S EDUCATION AWARDS	4/26/2018	467.00	INSTRUCTIONAL SUPPLIES	0100
14396463	ANITA GILLCHREST	4/26/2018	42.21	MEDICAL SUPPLIES	0100
14396464	SPINITAR/PRESENTATION PRODUCTS	4/26/2018	497.11	INSTRUCTIONAL SUPPLIES	0100
14396465	WILLIAM V. MAC GILL & CO.	4/26/2018	342.33	MEDICAL SUPPLIES	0100
14396466	JONES SCHOOL SUPPLY CO., INC.	4/26/2018	452.48	INSTRUCTIONAL SUPPLIES	0100
14396467	A-Z BUS SALES, INC.	4/26/2018	503.55	TRANSPORTATION SUPPLIES	0100
14396468	IMPERIAL SPRINKLER SUPPLY	4/26/2018	1489.99	MAINTENANCE SUPPLIES	0100
14396469	ROCHESTER 100 INC.	4/26/2018	356.25	INSTRUCTIONAL SUPPLIES	0100
14396470	FEDEX	4/26/2018	171.83	CONTRACTED SERVICES	0100
14396471	VALLEY INDUSTRIAL SPECIALTIES	4/26/2018	93.77	MAINTENANCE SUPPLIES	0100
14396473	HENRY APONTE	4/26/2018	326.00	CONTRACTED SERVICES	0100
14396474	FASTENAL COMPANY	4/26/2018	51.92	MAINTENANCE SUPPLIES	0100
14396475	PEARSON	4/26/2018	3934.49	INSTRUCTIONAL SUPPLIES	0100
14396476	TEAMTALK NETWORK	4/26/2018	397.80	CONTRACTED SERVICES	0100
14396477	OPTIMUM FLOORCARE	4/26/2018	509.42	GROUND SUPPLIES	0100
14396478	US GAMES	4/26/2018	328.75	INSTRUCTIONAL SUPPLIES	0100
14396479	DOMTAR PAPER CO. LLC	4/26/2018	3060.10	OFFICE SUPPLIES	0100
14397150	VECTOR USA	4/27/2018	17595.54	PROFESSIONAL SERVICES	0100
14397151	PETER WONG	4/27/2018	1815.98	LODGING	0100
14397153	REPUBLIC SERVICES	4/27/2018	1546.97	UTILITIES	0100
14397154	BLUE COAST CONSULTING	4/27/2018	15895.00	PROFESSIONAL SERVICES	0100
14397155	ONE TRIPP TREE SERVICE INC.	4/27/2018	10274.00	CONTRACTED SERVICES	0100
14398115	STAFF REHAB	5/1/2018	3885.00	PROFESSIONAL SERVICES	0100

Warrant ID	Payee	Payment Date	Amount	Description	Fund
14398905	MRC SMART TECHNOLOGY SOLUTION:	5/2/2018	5279.97	LEASE AGREEMENT	0100
14398906	KEENAN & ASSOCIATES	5/2/2018	955.70	CONTRACTED SERVICES	0100
14398907	NORMA LARA	5/2/2018	108.73	MILEAGE	0100
14398908	OSCAR MADERA	5/2/2018	381.22	REIMBURSEMENT CONFERENCE	0100
14398909	RIFTON EQUIPMENT	5/2/2018	56.57	INSTRUCTIONAL SUPPLIES	0100
14398910	NAUMANN HOBBS MATERIAL	5/2/2018	174.54	CONTRACTED SERVICES	0100
14398911	NATIONAL SEATING & MOBILITY, INC.	5/2/2018	4655.66	INSTRUCTIONAL SUPPLIES	0100
14398912	EDWARD VELASQUEZ	5/2/2018	2500.06	EXPENSES	0100
14398913	MARIA ISELA HUERTA	5/2/2018	163.42	REIMBURSEMENT CABE	0100
14398914	CITY TREASURER	5/2/2018	6406.02	UTILITIES	0100
14398915	STATE BOARD OF EQUALIZATION	5/2/2018	48.71	DIESEL FUEL TAX	0100
14398916	WAXIE SANITARY SUPPLY	5/2/2018	7250.11	CUSTODIAL SUPPLIES	0100
14398917	PARADIGM HEALTHCARE SERVICES	5/2/2018	500.00	PROFESSIONAL SERVICES	0100
14398918	COURTNEY TIRE SERVICE	5/2/2018	138.91	MAINTENANCE SUPPLIES	0100
14398919	DUNN-EDWARDS CORP.	5/2/2018	24.10	MAINTENANCE SUPPLIES	0100
14398921	SCHOOL SERVICES OF CALIFORNIA	5/2/2018	400.00	CONTRACTED SERVICES	0100
14398922	REFRIGERATION SUPPLIES	5/2/2018	342.34	MAINTENANCE SUPPLIES	0100
14398923	OFFICE DEPOT	5/2/2018	784.26	OFFICE SUPPLIES	0100
14398924	ORIENTAL TRADING COMPANY, INC.	5/2/2018	477.14	INSTRUCTIONAL SUPPLIES	0100
14398925	HOME DEPOT	5/2/2018	2321.36	GROUNDS SUPPLIES	0100
14398926	ANITA GILLCHREST	5/2/2018	342.97	MILEAGE	0100
14398927	COOPERATIVE ORGANIZATION FOR	5/2/2018	2050.00	CONTRACTED SERVICES	0100
14398928	CALIFORNIA ELECTRIC SUPPLY	5/2/2018	103.27	MAINTENANCE SUPPLIES	0100
14398929	THE HOME DEPOT SUPPLY	5/2/2018	1831.50	MAINTENANCE SUPPLIES	0100
14398930	PACKAGE PRODUCTS & SERVICES	5/2/2018	6936.96	CONTRACTED SERVICES	0100
14398931	PRO POWER	5/2/2018	169.98	MAINTENANCE SUPPLIES	0100
14398932	MPC ELECTRONICS INC	5/2/2018	198.05	TECHNOLOGY SUPPLIES	0100
14398933	MONTGOMERY HARDWARE CO.	5/2/2018	10425.92	CONTRACTED SERVICES	0100
14398934	STAFF REHAB	5/2/2018	2072.00	PROFESSIONAL SERVICES	0100
14398935	TUCOR INC	5/2/2018	516.66	CONTRACTED SERVICES	0100
14398936	PLATINUM PARTY RENTALS	5/2/2018	81.75	CONTRACTED SERVICES	0100
14399633	SAN YSIDRO SCHOOL DISTRICT	5/3/2018	3060.64	RCF REPLENISH	0100
14399634	ANTHONY E. HEUPEL	5/3/2018	1050.00	CONTRACTED SERVICES	0100

Warrant ID	Payee	Payment Date	Amount	Description	Fund
14400208	VECTOR USA	5/4/2018	5521.93	PROFESSIONAL SERVICES	0100
14400209	TENCERSHERMAN LLP	5/4/2018	2306.88	PROFESSIONAL SERVICES	0100
14400211	CDE,CASHIER'S OFFICE	5/4/2018	241.20	CONTRACTED SERVICES	0100
14400212	TEAMTALK NETWORK	5/4/2018	397.80	CONTRACTED SERVICES	0100
14400213	WHITAKER BROTHERS BUSINESS	5/4/2018	503.29	PUBLICATION SUPPLIES	0100
14400767	BMR HEALTH SERVICES, INC	5/7/2018	18600.00	CONTRACTED SERVICES	0100
14401340	CORODATA RECORDS MANAGEMENT,	5/8/2018	175.31	CONTRACTED SERVICES	0100
14401341	ORANGE COUNTY DEPT. OF EDUCATIC	5/8/2018	213.84	CONTRACTED SERVICES	0100
14401342	PILLSBURY WINTHROP SHAW PITTMAI	5/8/2018	595.00	PROFESSIONAL SERVICES	0100
14401343	SIGNTECH ELECTRICAL ADVERTISING, I	5/8/2018	745.00	CONTRACTED SERVICES	0100
14401344	QUALITY CONTROL CONSULTANTS, INI	5/8/2018	1513.00	PROFESSIONAL SERVICES	0100
14401346	SAN DIEGO GAS & ELECTRIC	5/8/2018	62979.40	UTILITIES	0100
14401347	SPRINT	5/8/2018	3684.89	UTILITIES	0100
14401348	OFFICE DEPOT	5/8/2018	251.22	INSTRUCTIONAL SUPPLIES	0100
14401350	REPUBLIC SERVICES	5/8/2018	13417.45	UTILITIES	0100
14401351	EWING IRRIGATION	5/8/2018	547.71	MAINTENANCE SUPPLIES	0100
14401352	A-Z BUS SALES, INC.	5/8/2018	1518.20	TRANSPORTATION SUPPLIES	0100
14401353	CLARK SECURITY PRODUCTS	5/8/2018	682.65	MAINTENANCE SUPPLIES	0100
14401354	IMPERIAL SPRINKLER SUPPLY	5/8/2018	223.01	MAINTENANCE SUPPLIES	0100
14401355	HOTSY EQUIPMENT COMPANY	5/8/2018	32.70	GROUPS SUPPLIES	0100
14401356	SAN DIEGO COUNTY SUPERINTENDEN	5/8/2018	1000.00	REGISTRATION FEE	0100
14401357	FASTENAL COMPANY	5/8/2018	27.43	MAINTENANCE SUPPLIES	0100
14401358	SAN YSIDRO SCHOOL DISTRICT	5/8/2018	3801.61	PCARD REPLENISH	0100
14401359	OPTIMUM FLOORCARE	5/8/2018	20.50	GROUND SUPPLIES	0100
14401360	CARDLOCK VENDING INC.	5/8/2018	225.00	CONTRACTED SERVICES	0100
14401361	DOMTAR PAPER CO. LLC	5/8/2018	3060.10	INSTRUCTIONAL SUPPLIES	0100
14401362	SAFETY-KLEEN SYSTEMS, INC.	5/8/2018	580.87	CONTRACTED SERVICES	0100
14401363	SPARKLETTS	5/8/2018	83.97	CONTRACTED SERVICES	0100
14401364	FLYERS ENERGY	5/8/2018	5585.57	TRANSPORTATION SUPPLIES	0100
14402099	VECTOR USA	5/9/2018	5800.00	PROFESSIONAL SERVICES	0100
14402100	DARCY MORALES MONGE	5/9/2018	5995.00	CONTRACTED SERVICES	0100
14402102	D&D WILDLIFE HABITAT RESTORATION	5/9/2018	1150.00	CONTRACTED SERVICES	0100
14402103	FACILITIES PROTECTION SYSTEMS	5/9/2018	5952.00	CONTRACTED SERVICES	0100

Warrant ID	Payee	Payment Date	Amount	Description	Fund
14402104	JANEL WRIGHT	5/9/2018	185.17	REIMBURSEMENT PLTW	0100
14402105	PABLO J. SAINZ	5/9/2018	119.90	MILEAGE	0100
14402817	JESSICA JOHNSON	5/10/2018	28.36	REIMBURSEMENT PLTW	0100
14402818	ANN ORDAZ	5/10/2018	1000.00	GARNISHMENT REFUND	0100
14403661	P.I.P.S.	5/11/2018	69448.33	CONTRACTED SERVICES	0100
14403662	DIXIELINE LUMBER CO	5/11/2018	15.64	MAINTENANCE SUPPLIES	0100
14404234	CAROLYN KARINEN	5/14/2018	9600.00	PROFESSIONAL SERVICES	0100
14404235	SAN DIEGO CENTER FOR VISION	5/14/2018	640.00	CONTRACTED SERVICES	0100
14404236	ARDOR HEALTH SOLUTIONS	5/14/2018	8528.50	CONTRACTED SERVICES	0100
14404237	DUNN-EDWARDS CORP.	5/14/2018	155.95	MAINTENANCE SUPPLIES	0100
14404239	SAN DIEGO GAS & ELECTRICT	5/14/2018	15570.46	UTILITIES	0100
14404240	CALIFORNIA DEPT. OF JUSTICE	5/14/2018	294.00	PROFESSIONAL SERVICES	0100
14404241	PERMA BOUND PUB.	5/14/2018	4001.44	INSTRUCTIONAL SUPPLIES	0100
14404242	CALIFORNIA ELECTRIC SUPPLY	5/14/2018	1128.50	MAINTENANCE SUPPLIES	0100
14404243	MCGREGOR AND ASSOCIATED	5/14/2018	459.85	PROFESSIONAL SERVICES	0100
14404244	STAFF REHAB	5/14/2018	518.00	PROFESSIONAL SERVICES	0100
14404834	SYLVIA MAYER	5/15/2018	106.82	REIMBURSEMENT CONFERENCE	0100
14405497	MTGL INC	5/16/2018	675.00	CONTRACTED SERVICES	0100
14405498	AZTEC CONTAINER	5/16/2018	2424.36	CONTRACTED SERVICES	0100
14405499	MRC SMART TECHNOLOGY SOLUTION.	5/16/2018	4213.90	LEASE AGREEMENT	0100
14405500	PIONEER HEALTHCARE SERVICES LLC	5/16/2018	9600.00	CONTRACTED SERVICES	0100
14405501	GREATER SAN DIEGO READING	5/16/2018	360.00	REGISTRATION FEE	0100
14405502	WINET PATRICK GAYER CREIGHTON	5/16/2018	368.68	CONTRACTED SERVICES	0100
14405503	MAXIM HEALTHCARE SERVICES, INC	5/16/2018	7705.00	CONTRACTED SERVICES	0100
14405504	ADVANCED MEDICAL PERSONNEL SER	5/16/2018	9000.00	CONTRACTED SERVICES	0100
14405505	GARY SNEAG O.D. OPTOMETRIC CORP	5/16/2018	325.00	CONTRACTED SERVICES	0100
14405506	HORIZON DISTRIBUTORS	5/16/2018	920.32	CONTRACTED SERVICES	0100
14405508	BEAR COMMUNICATIONS, INC.	5/16/2018	1123.44	OFFICE SUPPLIES	0100
14405509	WAXIE SANITARY SUPPLY	5/16/2018	1531.99	CUSTODIAL SUPPLIES	0100
14405511	GRAINGER	5/16/2018	1177.34	MAINTENANCE SUPPLIES	0100
14405512	THE MASTER TEACHER	5/16/2018	475.53	OFFICE SUPPLIES	0100
14405513	SOUTH BAY FENCE, INC.	5/16/2018	825.00	MAINTENANCE SUPPLIES	0100
14405514	OFFICE DEPOT	5/16/2018	1335.55	OFFICE SUPPLIES	0100

Warrant ID	Payee	Payment Date	Amount	Description	Fund
14405515	CASBO	5/16/2018	445.00	REGISTRATION FEES	0100
14405516	CALIFORNIA DEPT. OF JUSTICE	5/16/2018	32.00	PROFESSIONAL SERVICES	0100
14405518	STAPLES, INC.	5/16/2018	439.16	OFFICE SUPPLIES	0100
14405519	RANCHO AUTO & TRUCK PARTS	5/16/2018	308.64	MAINTENANCE SUPPLIES	0100
14405520	APPLE INC	5/16/2018	2174.34	OFFICE SUPPLIES	0100
14405521	THERAPRO, INC.	5/16/2018	805.19	INSTRUCTIONAL SUPPLIES	0100
14405522	I B TROPHIES & AWARDS	5/16/2018	404.08	INSTRUCTIONAL SUPPLIES	0100
14405523	FLEETWASH INC	5/16/2018	165.13	CONTRACTED SERVICES	0100
14405524	FEDEX	5/16/2018	82.15	POSTAGE	0100
14405525	WAL- MART COMMUNITY/GEGRB	5/16/2018	93.98	REFRESHMENTS	0100
14405526	SAN DIEGO COUNTY SUPERINTENDEN	5/16/2018	200.00	REGISTRATION FEES	0100
14405527	HENRY APONTE	5/16/2018	1246.00	CONTRACTED SERVICES	0100
14405528	FASTENAL COMPANY	5/16/2018	20.62	MAINTENANCE SUPPLIES	0100
14405529	MONTGOMERY HARDWARE CO.	5/16/2018	214.80	MAINTENANCE SUPPLIES	0100
14405530	US GAMES	5/16/2018	560.41	INSTRUCTIONAL SUPPLIES	0100
14405531	PRINCIPAL'S EXCHANGE	5/16/2018	26542.00	CONTRACTED SERVICES	0100
14405532	XEROX CORPORATION	5/16/2018	5130.69	LEASE AGREEMENT	0100
14405533	STOTZ EQUIPMENT	5/16/2018	43.75	GROUND SUPPLIES	0100
14406205	LORENA VEGA	5/17/2018	60.95	REIMBURSEMENT	0100
14406206	JOEL GARCIA	5/17/2018	241.30	REIMBURSEMENT CONFERENCE	0100
14406207	OMAR CALLEROS	5/17/2018	233.12	REIMBURSEMENT CONFERENCE	0100
14406209	ZASUETA CONTRACTING, INC	5/17/2018	2817.00	CONTRACTED SERVICES	0100
14406210	LOUIS BARRIOS	5/17/2018	90.03	REIMBURSEMENT CABE	0100
14406211	MARSHA OMELINA	5/17/2018	108.07		0100
14406212	EVELYN GUANCO	5/17/2018	176.38	KAGAN CONFERENCE	0100
14406213	THELMA SOTELO	5/17/2018	203.47	KAGAN CONFERENCE	0100
14406214	CLARISSA MARKING	5/17/2018	208.71	KAGAN CONFERENCE	0100
14406215	ERIKA HURTADO	5/17/2018	197.37	KAGAN CONFERENCE	0100
14406216	MARIA KAAI	5/17/2018	199.77	KAGAN CONFERENCE	0100
14406217	VERONICA HERNANDEZ	5/17/2018	212.92	KAGAN CONFERENCE	0100
14406218	KARLA GARCIA DE ALBA	5/17/2018	165.37	KAGAN CONFERENCE	0100
14406797	VECTOR USA	5/18/2018	5890.35	PROFESSIONAL SERVICES	0100
14406798	EBS - EDUCATIONAL BASED SERVICES	5/18/2018	5920.00	CONTRACTED SERVICES	0100

Warrant ID	Payee	Payment Date	Amount	Description	Fund
14406799	NYHART	5/18/2018	6750.00	CONTRACTED SERVICES	0100
14406800	ROYAL LINES	5/18/2018	1388.00	CONTRACTED SERVICES	0100
14406801	SAN DIEGO COUNTY SUPERINTENDEN	5/18/2018	1200.00	REGISTRATION FEE	0100
14406802	EDUPOINT EDUCATIONAL SYSTEMS	5/18/2018	4607.83	CONTRACTED SERVICES	0100
14406804	ERIKA MEZA	5/18/2018	622.58	INSTRUCTIONAL SUPPLIES	0100
14407348	VECTOR USA	5/21/2018	5521.93	PROFESSIONAL SERVICES	0100
14407349	EUGENIA MARTINEZ	5/21/2018	401.72	REIMBURSEMENT CONFERENCE	0100
14407350	XEROX FINANCIAL SERVICES	5/21/2018	9274.25	LEASE AGREEMENT	0100
14407351	GROSSMONT UNION HIGH SCHOOL	5/21/2018	7160.35	RENTAL/LEASE	0100
14407352	ARLEEN SILVA CONRADI	5/21/2018	2500.00	PROFESSIONAL SERVICES	0100
14407353	LEGOLAND	5/21/2018	990.00	ADMISSIONS	0100
14407355	BECKIE LOWE	5/21/2018	145.07	REIMBURSEMENT CONFERENCE	0100
14407356	BEAR COMMUNICATIONS, INC.	5/21/2018	1756.26	OFFICE SUPPLIES	0100
14407357	WAXIE SANITARY SUPPLY	5/21/2018	13150.58	CUSTODIAL SUPPLIES	0100
14407358	SAN DIEGO UNION-TRIBUNE	5/21/2018	475.80	LEGAL ADVERTISEMENT	0100
14407359	SYLVIA MAYER	5/21/2018	420.04	REIMBURSEMENT CONFERENCE	0100
14407360	SOUTH BAY FENCE, INC.	5/21/2018	153.50	MAINTENANCE SUPPLIES	0100
14407361	OFFICE DEPOT	5/21/2018	243.65	OFFICE SUPPLIES	0100
14407362	HOME DEPOT	5/21/2018	2364.73	MAINTENANCE SUPPLIES	0100
14407363	ULINE	5/21/2018	499.81	PUBLICATION SUPPLIES	0100
14407364	THE HOME DEPOT SUPPLY	5/21/2018	2002.80	MAINTENANCE SUPPLIES	0100
14407365	SAN DIEGO COUNTY SUPERINTENDEN	5/21/2018	300.00	REGISTRATION FEES	0100
14407366	TROPHY DEPOT, INC.	5/21/2018	574.11	OFFICE SUPPLIES	0100
14407367	AMAZON.COM, INC.	5/21/2018	2564.13	INSTRUCTIONAL SUPPLIES	0100
14408167	INDIAN HILLS CAMP	5/22/2018	1041.00	ADMISSIONS	0100
14408178	VMA COMMUNICATIONS, INC.	5/22/2018	4226.25	CONTRACTED SERVICES	0100
<b>Total 0100</b>			<b>\$ 885,281.75</b>		
14396454	LAKESHORE	4/26/2018	1947.82	INSTRUCTIONAL SUPPLIES	1200
14396472	HOUGHTON MIFFLIN COMPANY	4/26/2018	24542.22	INSTRUCTIONAL SUPPLIES	1200
14398111	TAQUIZAS LOS CHUCHYS	5/1/2018	514.18	CONTRACTED SERVICES	1200
14398920	NASCO	5/2/2018	1906.76	INSTRUCTIONAL SUPPLIES	1200
14400210	UC REGENTS	5/4/2018	3724.50	CONTRACTED SERVICES	1200
14400215	COTHRINE TRAINING SERVICES	5/4/2018	6802.00	PROFESSIONAL SERVICES	1200

Warrant ID	Payee	Payment Date	Amount	Description	Fund
14401349	HOME DEPOT	5/8/2018	5498.50	MAINTENANCE SUPPLIES	1200
14404238	CONSTRUCTIVE PLAYTHINGS	5/14/2018	569.46	INSTRUCTIONAL SUPPLIES	1200
14405510	SCHOLASTIC, INC	5/16/2018	1400.00	INSTRUCTIONAL SUPPLIES	1200
14405517	LORENA VARELA	5/16/2018	556.76	INSTRUCTIONAL SUPPLIES	1200
14406803	COTHRINE TRAINING SERVICES	5/18/2018	5440.00	CONTRACTED SERVICES	1200
<b>Total 1200</b>			<b>\$ 52,902.20</b>		
14394391	K & M Foodservice	4/20/2018	2924.85	CAFETERIA FOOD	1300
14394392	SELECTA INTERNATIONAL	4/20/2018	25.20	CAFETERIA FOOD	1300
14394393	S&S BAKERY, INC.	4/20/2018	122.67	CAFETERIA FOOD	1300
14394395	HOLLANDIA DAIRY INC.	4/20/2018	20614.42	CAFETERIA FOOD	1300
14394396	SAFEWAY INC. -VONS DIVISION	4/20/2018	553.26	CAFETERIA SUPPLIES	1300
14394397	P&R PAPER SUPPLY COMPANY, INC.	4/20/2018	9156.15	CAFETERIA PAPER GOODS	1300
14394398	SIMPLEXGRINNELL LP	4/20/2018	282.51	CONTRACTED SERVICES	1300
14394399	COUNTY OF SAN DIEGO	4/20/2018	347.00	CONTRACTED SERVICES	1300
14394400	LLOYD PEST CONTROL CO.	4/20/2018	224.00	CONTRACTED SERVICES	1300
14394401	CINTAS CORPORTION NO. 3	4/20/2018	3036.03	CONTRACTED SERVICES	1300
14394404	ACE COOLING & FREEZING	4/20/2018	177.93	CONTRACTED SERVICES	1300
14394405	PRUDENTIAL OVERALL SUPPLY	4/20/2018	625.00	CONTRACTED SERVICES	1300
14394406	GALASSO'S BAKERY	4/20/2018	4579.33	CAFETERIA FOOD	1300
14394871	ANA BUSH	4/23/2018	35.43	MILEAGE	1300
14398112	GOLD STAR FOODS	5/1/2018	63859.33	CAFETERIA FOOD	1300
14398113	CDE,CASHIER'S OFFICE	5/1/2018	2930.45	CAFETERIA FOOD	1300
14398114	AMERICAN PRODUCE DISTRIBUTORS	5/1/2018	24473.06	CAFETERIA FOOD	1300
14406208	SADEER SAHIB	5/17/2018	20.00	REIMBURSEMENT CONFERENCE	1300
14408162	K & M Foodservice	5/22/2018	4343.00	CAFETERIA FOOD	1300
14408163	ANA BUSH	5/22/2018	17.22	MILEAGE	1300
14408164	TECH-24	5/22/2018	1021.45	CONTRACTED SERVICES	1300
14408165	S&S BAKERY, INC.	5/22/2018	169.06	CAFETERIA FOOD	1300
14408166	GOLD STAR FOODS	5/22/2018	44614.10	CAFETERIA FOOD	1300
14408168	HOLLANDIA DAIRY INC.	5/22/2018	19119.48	CAFETERIA FOOD	1300
14408169	SAFEWAY INC. -VONS DIVISION	5/22/2018	310.08	CAFETERIA SUPPLIES	1300
14408170	P&R PAPER SUPPLY COMPANY, INC.	5/22/2018	13503.26	CAFETERIA PAPER GOODS	1300
14408171	C&M MOTORS	5/22/2018	1397.62	CONTRACTED SERVICES	1300

Warrant ID	Payee	Payment Date	Amount	Description	Fund
14408172	CINTAS CORPORTION NO. 3	5/22/2018	2403.86	CONTRACTED SERVICES	1300
14408173	ACE COOLING & FREEZING	5/22/2018	2587.69	CONTRACTED SERVICES	1300
14408174	PRUDENTIAL OVERALL SUPPLY	5/22/2018	860.00	CONTRACTED SERVICES	1300
14408175	AMERICAN PRODUCE DISTRIBUTORS	5/22/2018	35997.73	CAFETERIA FOOD	1300
14408176	GALASSO'S BAKERY	5/22/2018	4454.46	CAFETERIA FOOD	1300
<b>Total 1300</b>			<b>\$ 264,785.63</b>		
14397152	BAKER NOWICKI DESIGN STUDIO, LLP	4/27/2018	46514.00	CONTRACTED SERVICES	2518
14400214	CALIFORNIA FINANCIAL SERVICES	5/4/2018	15750.00	CONTRACTED SERVICES	2518
14401345	BAKER NOWICKI DESIGN STUDIO, LLP	5/8/2018	767.23	CONTRACTED SERVICES	2518
14402101	SILVER CREEK INDUSTRIES, INC.	5/9/2018	36563.74	CONTRACTED SERVICES	2518
14405507	MAYER REPROGRAPHICS	5/16/2018	2867.45	CONTRACTED SERVICES	2518
14407354	DAILY JOURNAL CORPORATION	5/21/2018	112.20	CONTRACTED SERVICES	2518
<b>Total 2518</b>			<b>\$ 102,574.62</b>		
14396001	NINYO & MOORE	4/25/2018	17709.50	PROFESSIONAL SERVICES	4000
<b>Total 4000</b>			<b>\$ 17,709.50</b>		
14408177	CALIFORNIA FINANCIAL SERVICES	5/22/2018	20000.00	CONTRACTED SERVICES	4903
<b>Total 4903</b>			<b>\$ 20,000.00</b>		
<b>Grand Total</b>			<b>\$ 1,343,253.70</b>		

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Business Services  
Peter Wong, Interim Chief Business Official

**INITIAL:** mw  
 Informational  
 Action

**AGENDA ITEM:** ACCEPTANCE OF DONATIONS

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**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 \$5,224.42 to help support and enrich our educational programs.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Goal No. 2: Base Services and Safety

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

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: mw

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

Yes     No

Yes     No

DONATIONS  
\$5,224.42

Cash/Checks Only  
Donations Account

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(Amount)

(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:** Special Education  
Oscar Madera, Acting Director

**INITIAL:** OG  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH PARADIGM HEALTHCARE SERVICES FOR  
2018-2019 SCHOOL YEAR

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**BACKGROUND INFORMATION:**

The San Ysidro School District is renewing its agreement with Paradigm Healthcare Services to reduce the administrative burden associated with the Random Moment Time Survey (RMTS) submission and review process by providing healthcare billing services to San Ysidro School District.

LEA Medi-Cal Billing: 15% of the total reimbursed amount

Medi-Cal Administrative Activities (MAA): \$45.00 per participant claimed on Client's MAA Invoice per quarter and \$500.00 per month on consultation fee.

**RECOMMENDATION:**

Approve the agreement with Paradigm Healthcare Services to provide health billing services and consultation for school year 2018-2019.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal    New    Amendment    Ratify    Other

Business Services Reviewed: jm

Financial Implications?

Are funds for this item available in the 2018-2019 Budget?

Requisition #

Yes    No

Yes    No

To be determined

(Amount)

Special Education

(Name of funding source and/or location)

0100-0490000-0000-3140-5800010-054

(Funding account number)

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Recommended for:  Approval    Denial   Certification Requested    Yes    No

**Superintendent's Office Certification**

  
\_\_\_\_\_  
Gina A. Potter, Ed.D.  
Superintendent



**SERVICE AGREEMENT**

This Service Agreement (“**Agreement**”) is entered into as of the 1st day of July 2018 between Paradigm Healthcare Services, LLC, a California Limited Liability Company (“**Paradigm**”) and San Ysidro School District, a Local Education Agency (“**Client**”).

**RECITALS**

Paradigm is engaged in the business of providing Medicaid direct service and administrative claiming services to local education agencies, local governmental agencies, school districts, County offices of education, and local education consortia within the State of California.

Client desires to retain Paradigm, and Paradigm desires to be retained by Client, to provide the services described in greater detail below.

Accordingly, in consideration of the mutual obligations undertaken herein, THE PARTIES AGREE AS FOLLOWS:

**TERMS**

**1. Retention.**

Client hereby retains Paradigm and grants it the exclusive right to perform the services described below subject to the terms and conditions set forth in this Agreement.

**2. Term.**

This Agreement shall commence on the date first set forth above and shall continue in full force and effect through June 30, 2019 (“Initial Term”) subject to the termination provisions set forth in Paragraph, “Termination.” The phrase “Term of the Agreement” shall refer to the Initial Term and any subsequent renewal period. The phrase “Fiscal Year” as used in this Agreement shall refer to the period July 1 through June 30. The Agreement will govern activities required to be performed by either party to complete obligations undertaken under this Agreement, regardless whether those activities are to be performed during or after the Term of the Agreement.

**3. Paradigm LEA Billing Services.**

**a. Program Implementation Services.**

(1) Paradigm will assist Client with all start-up documentation required by the California Department of Health Care Services (“DHCS”) to enroll Client as a Medi-Cal Provider, and establish Paradigm as the Client agent for purposes of submitting reimbursement requests under this Agreement.

(2) Paradigm will work with Client to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to Client program

coordinator(s). This implementation process will be designed to identify areas of reimbursement and to facilitate an effective partnership between the Client and Paradigm.

**b. Training and Materials.**

(1) Paradigm will provide training to Client's program coordinator(s) and healthcare providers as part of the initial contract implementation and at least annually thereafter. Training will include the following subject areas: DHCS audit requirements for Client's LEA billing program; all necessary information and procedures for submitting Client billing data to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.

(2) Paradigm will provide Client personnel with all necessary training materials including a proprietary "Coordinator's Handbook" containing a detailed review of the rules and regulations governing the LEA billing program. At Client's request Paradigm will also make available its proprietary "provider forms" for use in documenting the delivery of healthcare services (available in paper and electronic versions).

**c. Claims Preparation and Submission.**

(1) **Eligibility.** Upon the commencement of LEA Billing Services under this Agreement and quarterly thereafter during the Term of the Agreement, Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHCS and county governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.

(2) **Claims Submittal.** Paradigm will make reasonable efforts to submit each Medi-Cal claim within thirty (30) days of receipt from Client of all information necessary for processing that claim. Paradigm will also make reasonable efforts to bill retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal's one (1) year billing limit.

(3) **Review and Resubmittal.** Paradigm will monitor the submittal and payment process, review denials, suspensions, and holds, as reported by DHCS, and make reasonable efforts to resolve any challenged Client reimbursement claim.

**d. Management Reports and Program Analysis.** Paradigm will provide Client with periodic management reports using provider, procedure, and/or site parameters. The frequency of such reports will be determined by mutual agreement of Paradigm and Client, but in any event shall occur no less frequently than quarterly.

**e. Coordination with Client.**

(1) **Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.

(2) **Support.** Paradigm will provide a "Client Care Center" available for the use of Client's program coordinator(s) and accessible via toll-free phone and email. A Paradigm Help Desk will be available to Client program coordinator(s) and participants utilizing Paradigm's web-based software, accessible by toll-free phone during regular business hours and by email.

(3) **Audit and Site Visit Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a program audit or review, Paradigm

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will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

**f. Paradigm Technologies Software.** Paradigm will make available its proprietary web-based software to assist Client in effective management of program participation, including at Client's option, the web-based Paradigm Technologies application. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

#### **4. *Client's LEA Billing Service Obligations.***

**a. Program Coordinator(s).** Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.

**b. Provider Logs.** Client will maintain complete and accurate provider logs of all healthcare services provided by Client and will return the completed logs to Paradigm at the end of each month.

**c. Student Data.** Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.

#### **5. *Paradigm CRCS Services.***

Paradigm will prepare the annual Cost and Reimbursement Comparison Schedule ("CRCS") Workbook in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal year, in accordance with the terms of the Agreement. Client will have final approval over the CRCS Workbook submission prepared by Paradigm.

#### **6. *Client's CRCS Obligations.***

Client will submit to Paradigm, in a format specified by Paradigm, all elements needed to complete the CRCS Workbook for each provider for whom reimbursement is sought. Documentation will be submitted to Paradigm no later than sixty (60) days after the end of the Fiscal Year for which the CRCS is to be submitted.

#### **7. *Paradigm MAA Billing Services.***

All services described below will be provided in accordance with and to the extent allowed by the California Department of Health Care Services ("DHCS") Medi-Cal Administrative Activities ("MAA") Plan.

##### **a. MAA Program Consulting Services.**

(1) **Ongoing Consultation.** Paradigm will work with Client to assess program potential, and establish an optimized claim plan, which consists of review and analysis of all program participants and their fiscal eligibility. Ongoing consultation will be designed to identify areas of reimbursement and to facilitate Client's full participation in the MAA program.

(2) **Training.** Paradigm will provide training to Client's program coordinator(s). Training will include the following subject areas: DHCS audit requirements for Client's MAA program;

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information and procedures for submitting MAA fiscal information to Paradigm; and “best practices” to implement and maintain an optimized, audit-ready program.

(3) **Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly “Bulletins” will be provided to Client’s coordinator(s) to ensure timely communication about program changes and updates to Paradigm’s systems and processes.

(4) **Program Compliance Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance, and will perform “compliance reviews” to assist the Client in maintaining audit records. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

(5) **Supplemental Support.** Paradigm will provide a “Client Care Center” available for the use of Client’s program coordinator(s) and accessible by toll-free phone during regular business hours and by email. A Paradigm Help Desk will be available to Client program coordinator(s) and staff utilizing Paradigm’s web-based software, accessible by toll-free phone during regular business hours and by email.

(6) **Paradigm Technologies.** Paradigm will make available, as applicable, its proprietary web-based software to assist Client in effective program participation. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm’s website.

**b. MAA Invoice Preparation & Submission Services.**

(1) **Medi-Cal Eligibility.** Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by DHCS and County governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.

(2) **Invoice Processing.** Paradigm will assist Client in preparing the fiscal information needed to complete the MAA invoice. Paradigm will compile all required invoice data (including the Time Survey Summary Results) provided by Client and prepare MAA invoices in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal quarter during the Term of the Agreement. Client will be afforded a reasonable opportunity to monitor Paradigm efforts, and will have final approval of the MAA invoices prior to submission by Paradigm.

(3) **Direct Charge.** Paradigm will assist Client in the calculation of direct charges, provided that Client supplies Paradigm with the information necessary to make such calculations in accordance with DHCS school-based MAA directives.

(4) **Agency Coordination.** Paradigm will coordinate the submittal of the MAA Operational Plan and MAA invoice to the County or Regional MAA Coordinator and provide information requested by regional, state and federal agencies as related to the MAA Operational Plan and invoices submitted thereunder.

(5) **Management Reports and Program Analysis.** Paradigm will provide Client with periodic management reports for the ongoing analysis of Client’s MAA claims. The frequency of such reports will be determined by mutual agreement of Paradigm and Client.

(6) **Paradigm Technologies.** Paradigm will make available, as applicable, its proprietary web-based software to assist Client in effective program participation. Note: Access to any Paradigm

Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

8. *Client's MAA Obligations.*

- a. **Program Coordinator(s)**. Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.
- b. **MAA Operational Plan**. Client will provide to Paradigm all pertinent information needed for developing each MAA Operational Plan in a timely manner. Client will designate individuals to serve as Paradigm contacts for the collection of such information.
- c. **Official RMTS Participant Roster (TSP)**. On the first day of the fiscal quarter, Client will submit to Paradigm the official RMTS participant roster (referred to as the TSP in the California State RMTS claiming plan).
- d. **Time Survey Summary Results**. Client will submit to Paradigm a time survey summary report that indicates the MAA time, as certified by the regional agency, for that quarter based on the RMTS methodology, and that contains all data required for the SMAA invoice by LEA and claiming unit. This report of summarized MAA time shall be submitted to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is submitted or fifteen (15) days after the report is received by Client from its regional agency, whichever is earlier.
- e. **Direct Charge Documentation**. Client will provide Paradigm with all documentation to support Client's direct charge reimbursements in accordance with DHCS school-based MAA directives. Client will submit direct charge documentation to Paradigm no later than thirty (30) days after the end of the quarter for which it will apply.
- f. **MAA Invoice Submittal**. Client will submit to Paradigm all elements needed to complete the detailed MAA invoice form for the claiming unit that undertook the activities for which reimbursement is sought. Client will submit documentation to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is to be submitted.
- g. **Compliance**. Client will comply with enabling legislation, regulations, administrative claiming process directives, policies, and program letters of the DHCS, as well as directives from the Lead County or Regional Agency, and with the terms of the approved MAA Operational Plan, which define allowable MAA and processes for appropriate MAA reimbursements.
- h. **Student Data**. Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.
- i. **Documentation for Invoice Submittal**. Client will cooperate with Paradigm and will provide Paradigm access to all personnel and files reasonably requested by Paradigm to assist Paradigm in its performance of MAA Invoice Preparation and Submission Services hereunder.
- j. **Data Processing**. Client will be responsible for the accuracy and appropriateness of all MAA information it provides to Paradigm for the preparation of MAA invoices and for compliance with all applicable laws and regulations regarding preparation of MAA invoices.

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## 9. *Additional Client Obligations.*

In addition to the specific obligations set forth above, Client will take such other reasonable actions as Paradigm may request to facilitate Paradigm's provision of services under this Agreement.

## 10. *Fees and Payment Terms.*

### a. Fees for LEA Billing Services.

(1) **Flat Fee Per Approved Service.** Paradigm fees for Client LEA claims submitted or originating during the Term of the Agreement will consist in a flat fee for each claimed service that DHCS approves for reimbursement without regard to any DHCS administrative deductions, holdbacks, or other deferral or delay in payment ("Approved DHCS Reimbursements"). The schedule of Paradigm flat fees for DHCS approved services is set forth in Appendix A.

(2) **Sliding Scale Reduction.** Paradigm's fees per approved service will *decrease* in the event total Approved DHCS Reimbursements during any Fiscal Year exceed certain pre-established thresholds. The reduced Paradigm fee schedule will apply prospectively to services approved for payment by DHCS after (and in the same Fiscal Year) that a threshold is reached. The thresholds triggering a decrease in Paradigm fees are \$500,000 and \$1,000,000. The schedule of Paradigm's reduced fees starting at each threshold is set forth in Appendix A.

(3) **Effect of Increase in Reimbursement Rates.** In the event DHCS increases the reimbursement rates to Client for LEA Billing Services during the Term of this Agreement, Paradigm's flat fees will automatically increase by the same percentage as the percentage DHCS increase. However, in no event will Paradigm's flat fees increase by more than 2% in any Fiscal Year during the Term of the Agreement.

(4) **Cap on Paradigm Fees.** Notwithstanding the fee schedule set forth in Appendix A, the total fees payable to Paradigm based on Approved DHCS Reimbursements during any Fiscal Year during the Term of the Agreement will not exceed the following:

13.5% of Approved DHCS Reimbursements up to \$500,000;

12% of Approved DHCS Reimbursements from \$500,001 to \$1,000,000;

10% of Approved DHCS Reimbursements above \$1,000,000.

(5) **Application of Fiscal Year Limits.** For purposes of computing Paradigm's fees, thresholds and fee caps for LEA Billing Services, all Approved DHCS Reimbursements will be deemed to fall within the Fiscal Year in which DHCS approves reimbursement, regardless when the claim originates or is submitted by Paradigm to DHCS for payment, and regardless when or whether reimbursement is received from DHCS. Nothing in this Agreement shall constitute a limitation or waiver of Paradigm's entitlement to receive fees based on the foregoing schedule even after termination of the Agreement. Paradigm will invoice Client monthly based on Approved DHCS Reimbursements rather than payment received by Client from DHCS.

b. **Fees for CRCS Services.** The fee for each Fiscal Year for which CRCS services are rendered will be equal to the lesser of: (i) \$100 per employee or contractor used in the final calculation of "Net Total Personnel Costs" as reported on Worksheets A and B, or (ii) \$8,500. Paradigm will invoice Client for CRCS services on an annual basis.

**c. Fees for MAA Billing Services.**

(1) **MAA Program Consulting Services.** The fee for MAA Program Consulting Services will be \$500 per month. Paradigm will invoice Client on a monthly basis during the Term of the Agreement.

(2) **MAA Invoice Preparation & Submission Services.** The fee for MAA Invoice Preparation & Submission Services each fiscal quarter during the Term of the Agreement will be an amount equal to \$45 multiplied by the sum of: (i) the number of time survey participants claimed on Client's MAA Invoice for that fiscal quarter, and (ii) the number of individuals identified as a direct charge in Client's MAA Invoice for that fiscal quarter. Paradigm will invoice Client quarterly based on MAA payments received by Client from DHCS.

(3) Under existing law, the foregoing MAA fee arrangement will allow Client to recover as MAA reimbursable costs fifty percent (50%) of any fees charged by Paradigm. Certain deviations from this fee structure may prevent Client from recovering these fees as allowable administrative expenses under the MAA reimbursement process.

**d. Substitution of Alternative Methodology and/or Fee Terms.** In the event that any LEA Billing, CRCS, or MAA fee arrangements, or and part thereof are or become inconsistent with applicable state or federal law, regulation, or court order, or that any time survey methodology other than Worker Log or RMTS is approved by DHCS for use by Client in determining the percentage of allowable costs for MAA reimbursement, Paradigm will on thirty (30) days written notice provide substitute fee arrangements and/or substitute time survey services consistent with applicable law regulation or court order. Any such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

**e. Late Fees.** Client will incur a late fee of two percent (2%) per month or any part thereof, or the maximum fee allowed by law, whichever is less, on any invoiced amount unpaid after sixty (60) days. The fees specified herein do not include taxes or similar surcharges, which are the sole responsibility of Client (excluding taxes on Paradigm's gross income).

**11. Protection of Confidential Information.**

**a. Definitions.**

(1) "**Client Confidential Information**" shall mean all information in whatever form provided by Client to Paradigm in connection with the services rendered under this Agreement that at the time of first receipt: (i) is clearly marked "confidential" or "proprietary;" (ii) constitutes protected health information, personal information, or student or pupil information, as defined by any federal or state law or regulation, including but not limited to the Family Education Rights Privacy Act (FERPA), 20 U.S.C. §1232g, et al., the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. §1232h, the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. §§6501-6506, and the California Education Code (including §49073.1); (iii) is governed by the terms of a Data Use Agreement (DUA) between Client and DHCS; (iv) is otherwise disclosed under circumstances of confidence; or (v) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Client Confidential Information shall include all Client student healthcare data and other student information, and all Medi-Cal data files received by Paradigm as Client's designated custodian. Confidential Information shall not include any information that is or becomes publicly known through no fault of Paradigm, is already known by Paradigm at the time of disclosure based on information received from a source other than Client, or is rightfully received or independently developed by Paradigm after disclosure.

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(2) “**Paradigm Confidential Information**” shall mean all information in whatever form provided by Paradigm to Client in connection with the services rendered under this Agreement that, at the time of first receipt: (i) is clearly marked “confidential” or “proprietary;” (ii) is otherwise disclosed under circumstances of confidence; or (iii) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Paradigm’s Confidential Information shall include all business, marketing, technical, financial, customer, supplier, or other information, data entry means, processed claiming data, instructions, management reports, data file specifications, instructional materials, algorithms, software, forms, boilerplate plans, technologies, know-how related to making eligibility determinations, and data and results derived from the foregoing, except to the extent such Confidential Information is set forth in this Agreement, which is a public record.

**b. Protection of Confidential Information.**

(1) Each party shall use reasonable and appropriate measures to safeguard and keep confidential all Confidential Information of the other party and shall not disclose, use, or copy any Confidential Information except as necessary to perform its obligations hereunder. Such reasonable and appropriate measures shall be no less than the measures taken by each to protect its own confidential information of a similar nature, but in any event no less than the measures governing protection, maintenance, disclosure, retention and destruction of Confidential Information subject to the terms of any DUA between Client and DHCS and any applicable federal or state law or regulation.

(2) Paradigm represents that all its employees who work with Confidential Information provided by Client under this Agreement: (i) have received regular training in data security procedures and federal and state law and regulations applicable thereto; (ii) have reviewed Paradigm’s written data security policies and procedures; and (iii) have signed an agreement to be bound by the confidentiality terms contained in this Agreement.

(3) Each party may disclose Confidential Information of the other party to its responsible employees and independent contractors to the extent permitted by law and provided that such employees and independent contractors: (i) have a need to access such Confidential Information for purposes of fulfilling the party’s obligations hereunder; (ii) have been informed of the confidentiality provisions of this Agreement; and (iii) have agreed in writing to be bound by such provisions to the same extent as the parties. Each party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and independent contractors.

(4) Paradigm will timely report to Client any misuse or unauthorized disclosure of student information or other Confidential Information in accordance with all applicable federal and state laws and regulations.

**c. Ownership and Use of Client Confidential Information.** Client Confidential Information provided to Paradigm under this Agreement continues to be the property of, and under the control of, Client, and will not be used for any purpose other than the requirements of this Agreement. Without limiting the foregoing, Paradigm will not use personally identifiable student information for commercial or advertising purposes.

**d. Review and Correction.** Client represents that it maintains a procedure by which parents, legal guardians, and eligible students can review student records and correct erroneous information; Paradigm does not interact directly with parents, guardians or students, but will cooperate with Client as necessary to allow for the review and correction of student records.

e. **Retention of Client's Confidential Information.** Paradigm certifies that it will only retain Client's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Paradigm in its reasonable discretion will either destroy Client Confidential Information in a secure manner or return this Information to Client.

f. **Lawful Disclosure.** This Paragraph shall not be construed as prohibiting either party from disclosing the other's Confidential Information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligation and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure within the time permitted by law.

g. **Statutory Compliance.** The parties acknowledge that, notwithstanding any other provision of this Agreement, Client has taken reasonable and appropriate steps to ensure that Paradigm's current practices with respect to Client Confidential Information comply with FERPA requirements, and Client remains legally responsible for any FERPA violations that may occur in the course of Paradigm's performance of services under this Agreement. The parties also acknowledge that they have made best efforts to ensure that this Agreement complies with the requirements of California Education Code §49073.1.

h. **Continuing Obligations.** The obligations contained in this Section, "Protection of Confidential Information," shall survive for a period of twenty (20) years after the expiration or termination of this Agreement.

## ***12. Accuracy of Information.***

a. **Client Efforts.** Client will make reasonable efforts to insure that the information supplied to Paradigm hereunder shall be true, complete, and accurate in all respects. Client assumes sole responsibility, and Paradigm shall have no liability, for the truth, completeness, and accuracy of all information supplied to Paradigm.

b. **Paradigm Efforts.**

(1) Paradigm shall make reasonable efforts to verify the completeness and accuracy of information underlying the claims it submits on Client's behalf. Due to the volume of data being processed from manual data entry forms and the necessity of correlating student records from several databases maintained by Paradigm, it is inevitable that some requests for reimbursement (or categories of requests or patients) will be denied due to incorrect or incomplete supporting data or healthcare insurance information. Paradigm will make reasonable efforts to minimize such denials. Client acknowledges that such denials are normal, and will not constitute a breach of Paradigm's obligations under this Agreement. Client's sole and exclusive remedy for any such reimbursement denial is to request that Paradigm re-bill any denied claims. Paradigm will determine in its sole and absolute discretion if such rebilling is reasonable and cost effective. Except as set forth in this paragraph, Paradigm shall not be liable, and Client shall have no remedy, for any reimbursement denial for healthcare or administrative services that are not reimbursable under state or federal law.

(2) Paradigm shall make reasonable efforts to submit all operational plans and claims made thereunder in a timely manner. However, Paradigm shall not be responsible in any way in the event that any operational plan or any claim made thereunder is submitted late or incomplete directly or indirectly because of the failure or delay by Client or its employees, students, agents or independent

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contractors in making all necessary information available to Paradigm, or any third party's failure or delay in submitting documentation to the DHCS.

(3) Client acknowledges that Paradigm is not providing Client with legal, medical, or healthcare information or services and that any forms, software, and other materials supplied to Client hereunder are not intended to provide legal, medical, or healthcare advice.

### **13. *Limitation of Liability.***

In no event shall Paradigm be liable to Client for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to this Agreement, including without limitation damages for lost reimbursements, lost healthcare services, or lost data, regardless of whether Paradigm has been advised of the possibility of such damages, and regardless of whether the claim for damages sounds in contract, tort, or other form of action. In the event Client elects not to utilize Paradigm's services to prepare its annual CRCS Workbook, or fails to make available information necessary to timely complete the Workbook, Paradigm will not be liable in any manner for resulting termination of Client from participation in the LEA Billing Option or for any resulting disallowance of Client claims. In no event shall Paradigm's total liability for damages to Client arising out of or related to this Agreement exceed the net fees paid to Paradigm hereunder during the one (1) year period preceding the date on which the first claim alleged to give rise to damages occurs, regardless of the number of claims, causes of action, or amount of the alleged losses.

### **14. *Licenses and Permits.***

Client represents and warrants that: (a) it has all licenses and permits necessary or appropriate to render the medical services it currently provides to its students, and to be eligible for reimbursement from Medi-Cal; (b) Client will maintain such licenses in full force and effect during the Term of this Agreement; and (c) Client has all necessary authority, including approval by the Board of Education if necessary, to enter into this Agreement and to perform all of its obligations hereunder.

### **15. *Indemnification.***

**a. Client's Indemnification Obligations.** Client shall indemnify and hold harmless Paradigm, its managing members, employees, and agents against and from any and all liabilities, claims, demands, losses, damages, and expenses, including reasonable attorneys' fees and costs (collectively "**Claims**"), to the extent arising from Client's negligence, gross negligence, or intentional misconduct in the course of Client's discharge of its obligations under this Agreement, including without limitation: (i) breach of any provisions of this Agreement by Client; (ii) failure of Client or its health care providers, to provide any service for which reimbursement is sought; (iii) failure of Client or its health care providers to perform health care or related services in accordance with any professional standards applicable thereto; (iv) failure of the Client to provide accurate Confidential Information; or (v) failure of Client or its health care providers to obtain or maintain in good standing any licenses, permits, or registrations required to render the healthcare and related services for which reimbursement is sought. Notwithstanding the foregoing, Client shall not be required to indemnify Paradigm hereunder to the extent that Paradigm is obligated to indemnify Client pursuant to the following paragraph, "Paradigm's Indemnification Obligations."

**b. Paradigm's Indemnification Obligations.** Paradigm shall indemnify and hold harmless Client, its school board, officers, directors, employees, and agents against and from any and all Claims to the extent such claims arise from Paradigm's negligence, gross negligence, or intentional misconduct in the course of performing services under this Agreement. Notwithstanding the foregoing, Paradigm

shall not be required to indemnify Client hereunder to the extent that Client is obligated to indemnify Paradigm pursuant to the preceding paragraph, "Client's Indemnification Obligations."

c. The indemnification rights set forth in this Section, "Indemnification," are conditional on the following: (i) the party seeking indemnification (each an "**Indemnified Party**") shall provide prompt written notice of any Claim as to which indemnification is sought to the party from whom indemnification is sought (the "**Indemnifying Party**"), provided, however, that failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that it is materially prejudiced thereby; (ii) all Indemnified Parties shall reasonably cooperate with the Indemnifying Party in the defense and settlement of the underlying Claim at no cost to the Indemnified Party; and (iii) the Indemnifying Party shall have full and exclusive authority to defend or settle the underlying Claim, provided that the Indemnifying Party shall not enter into any settlement that includes an admission of liability by the Indemnified Party or injunction against any Indemnified Party without the consent of such Indemnified Party, such consent not to be unreasonably withheld or delayed, and provided further that each Indemnified Party shall have the right to participate in such Claim with counsel of its own selection at its own expense.

## 16. *Termination.*

a. **For Cause.** Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of its obligations under this Agreement and such breach is not cured within thirty (30) days after receipt of written notice of the specific nature of such breach (or, in the case of nonpayment of fees, within fifteen (15) days after receipt of written notice). The non-breaching party shall give its reasonable cooperation and assistance to the breaching party in any efforts made to cure such breach.

### b. **Without Cause.**

(1) **Mutual Agreement.** The parties may terminate this Agreement at any time by written agreement of both parties, effective as of the date specified in such agreement.

(2) **CRCS Termination.** Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm's CRCS Services by written notice sent no later than sixty (60) days prior to the end of any Fiscal Year for which the CRCS Services would otherwise be provided under this Agreement.

(3) **MAA Consulting Services Termination.** Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm's MAA Consulting Services by written notice sent no later than sixty (60) days prior to the beginning of any Fiscal Year for which the MAA Consulting Services would otherwise be provided under this Agreement.

c. **Effect of Termination.** Upon the expiration or termination of this Agreement for any reason:

(1) **Payment for Services Completed.** All fees Client owes to Paradigm for services provided prior to expiration or termination shall immediately become due and payable upon receipt of an invoice from Paradigm.

(2) **Payment for Approved LEA Billing Claim Submittals.** Paradigm will prepare and submit to DHCS for reimbursement all Client LEA Billing claims arising from services provided by Client prior to termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval of such claims or part thereof by DHCS. Such claims for reimbursement shall be documented and submitted to Paradigm for submittal to DHCS within six (6) months after the earlier of expiration or termination of this Agreement.

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(3) **Payment for MAA Invoice Preparation and Submission Services.** Paradigm shall prepare and submit to DHCS the MAA invoice for any quarter which has commenced as of the date of termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval and payment of the invoice or part thereof by DHCS.

(4) **Confidential Information.** Client shall, upon request, return or destroy, at Paradigm's option, all Confidential Information received from Paradigm and shall certify to Paradigm its compliance with this provision.

**d. Survival of Terms.** All provisions of this Agreement which by their express terms extend beyond expiration or termination of this Agreement or which by their nature so extend shall survive expiration or termination, including but not limited to Paragraphs: "Protection of Confidential Information," "Limitation of Liability," "Indemnification," "Termination," "Paradigm Proprietary Rights," and "Miscellaneous."

#### **17. *Paradigm Proprietary Rights.***

Client acknowledges and agrees that Paradigm retains all right, title, and interest, including without limitation all intellectual property rights, in and to Paradigm's Confidential Information (as defined above), and all forms, materials, submissions, and software prepared or supplied by Paradigm. Except as and to the extent otherwise provided in this Agreement, neither this Agreement nor Paradigm's performance of services under this Agreement shall give Client any ownership interest in or license to any of Paradigm's intellectual or other property.

#### **18. *Miscellaneous.***

**a. Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and may be delivered in person, by overnight courier, or by facsimile if confirmed by first class mail, or sent by certified or registered mail, addressed to the other party at the addresses set forth on the signature page of this Agreement. Notice will be effective as of the date personally delivered, or if by facsimile, when confirmed electronically by the sending facsimile machine, or otherwise when actually received, provided that notice received on holidays, week-ends or nights will be effective at 9:00 a.m. on the next business day.

**b. Relationship.** It is intended that the relationship of Paradigm to Client shall at all times be that of an independent contractor. Nothing contained in this Agreement is intended or to be construed so as to create any partnership, joint venture, employment, agency, franchise or other representative relationship between the parties. No party hereto, or their respective officers, directors, employees, or agents shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party, or to bind the other party to any contract, agreement, or undertaking with any third party.

**c. Governing Law.** This Agreement and the rights and obligations of the parties under it shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of California without giving effect to any choice of law principles. Headings are for convenience only.

**d. Severability.** If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect, and such court or arbitrator shall be empowered to substitute provisions similar to said provision, or other provisions, so as to provide the parties the benefits intended by said provision, to the fullest extent permitted by applicable law.

e. **Arbitration.** Any dispute arising in connection with the interpretation or enforcement of this Agreement shall be resolved by compulsory binding arbitration under the auspices of and in accordance with the commercial arbitration rules of JAMS in San Francisco, California before a single arbitrator to be selected by mutual agreement of the parties or, failing such agreement, by JAMS from a list of three arbitrators proposed by each side. The decision of the arbitrator will be final and not appealable. The arbitrator shall interpret and enforce this Agreement in accordance with the laws of the State of California. The arbitrator shall be empowered to award the prevailing party any remedy available in law or equity not specifically precluded by this Agreement, including without limitation injunctive or declaratory relief, and attorneys' fees and costs.

f. **Other Remedies.** The parties acknowledge and agree that any actual or threatened misappropriation or infringement of intellectual property or breach of the confidentiality provisions of this Agreement will cause irreparable harm for which there is no adequate remedy at law, and accordingly, in addition to any other available remedies, a party may seek to enforce its rights with respect to the protection of confidential information or intellectual property hereunder through injunctive relief in any court of competent jurisdiction. In the event that any party is required to commence an action or arbitration to interpret or enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

g. **Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations hereunder (except for any obligation to pay fees) resulting from any cause beyond its reasonable control, including but not limited to acts of God, terrorism, weather, fire, explosions, floods, strikes, work stoppages, slowdowns, industrial disputes, accidents, riots, civil disturbances, or acts of government.

h. **Entire Agreement; Amendment.** This Agreement, the online Software License Agreement, and Paradigm's Website Policies constitute the entire agreement between Client and Paradigm, superseding all prior and contemporaneous proposals, negotiations, communications and agreements, written or oral concerning the subject matter hereof. The provisions of these agreements shall be construed to give effect to all provisions therein to the greatest extent possible. In the event of any conflict between the agreements, they shall take precedence over one another in the following order, with each agreement listed taking precedence over all listed after it: this Agreement; the online Software License Agreement; and the Website Policies. This Agreement may be amended only by an instrument in writing duly approved and signed by both parties.

i. **Assignment.** Neither party shall assign or transfer this Agreement without the consent of the other party, which shall not be unreasonably withheld or delayed. Any assignment or transfer in violation hereof shall be null and void.

j. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assignees, and legal representatives. It creates no rights in any third parties including any individual in connection with which reimbursement is sought by Client.

k. **Counterparts.** This Agreement may be executed in any number of faxed, scanned, or original counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by duly authorized persons to be effective as set forth herein.

**PARADIGM:**

**CLIENT:**

**12B.4**

PARADIGM HEALTHCARE SERVICES, LLC

SAN YSIDRO SCHOOL DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Constance Laflamme

Print Name: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

Date: 6/5/2018

Date: \_\_\_\_\_

Address:

Address:

Attn: Constance Laflamme

\_\_\_\_\_

500 Sansome Street, Suite 500

\_\_\_\_\_

San Francisco, California 94111

\_\_\_\_\_

Phone: (415) 616-0920

Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Fax: (415) 616-0910

Fax: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Educational Services  
Manuela Colom, Executive Director

**INITIAL:** *CP*  
 Informational  
 Action

**AGENDA ITEM:** MINI-GRANT AGREEMENT WITH SAN DIEGO STATE UNIVERSITY RESEARCH FOUNDATION

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**BACKGROUND INFORMATION:**

Established in 1943, the San Diego State University (SDSU) Research Foundation is a non-profit, auxiliary organization commissioned to supplement the educational research and community service objectives of San Diego State University. Governed by a Board of Directors, SDSU Research Foundation provides "cradle-to-grave" grant services, including: helping faculty identify funding opportunities, proposal budgeting and submission, award administration, payroll and purchasing services, and providing facilities to house research projects.

Second grade teachers from La Mirada Elementary have been selected as recipients of the Mini-Grant from the SDSU Research Foundation. The scope of work required from teachers is to have students excited about Science, learning new scientific facts through researching and executing several demonstrations, working together in a group, practicing public speaking through presenting the demonstrations and learning the importance of giving back.

Grant awarded will be used toward student supplies and field trip transportation services to the Fleet Science Center.

**RECOMMENDATION:**

Approve/Ratify the Mini-Grant agreement with San Diego State University Research Foundation and accept the grant award of up to \$1,000.00 in support of La Mirada Elementary's science project and a field trip to the Fleet Science Center.

---

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement, Action 1.10: Continue to provide supplemental programs and resources to support student achievement in core content areas.

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *M*

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

Yes     No

Yes     No

GRANT AMOUNT  
**\$1,000.00**

(Amount)

Grant Award

(Name of funding source and/or location)

--

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

*Gina A. Potter*  
\_\_\_\_\_  
Gina A. Potter, Ed.D.  
Superintendent

**Mini-Grant Agreement  
between  
San Diego State University Research Foundation  
and  
San Ysidro School District**

**Mini-Grant Agreement No.: SA0000616  
FOAP No.: 59188A P1258 7886 213**

This document is to serve as a Mini-Grant Agreement between San Diego State University Research Foundation on behalf of The Campanile Foundation (hereinafter referred to as "SDSU Research Foundation"), a non-profit corporation under the laws of the State of California, in the City of San Diego, with its principal offices located at 5250 Campanile Drive, San Diego, CA 92182-1934 and San Ysidro School District, with its principal offices located at 4350 Otay Mesa Road, San Diego, CA 92173-1617 (hereinafter referred to as "Mini-Grantee").

**WITNESSETH THAT:**

WHEREAS, SDSU Research Foundation has received an award for the project entitled "*FEDCO Teacher Program*" from California Community Foundation; and,

WHEREAS, SDSU Research Foundation desires to obtain the services of the Mini-Grantee to perform work under this Mini-Grant Agreement; and,

WHEREAS, the Mini-Grantee has represented to SDSU Research Foundation that it is knowledgeable, qualified, and expert in skills required for this project and covenants that it is capable of performing the services required under this Mini-Grant Agreement and desires SDSU Research Foundation to engage its services;

NOW THEREFORE, the parties do mutually agree as follows:

**ARTICLE I. SCOPE OF WORK; COOPERATION.**

The Mini-Grantee agrees to undertake, carry out and complete for SDSU Research Foundation, in a satisfactory and competent manner, all of the work and services and agreed approved project budget set forth in **Exhibit A1**, of which is attached hereto and made part hereof.

In addition to the specific services and formal reports required hereunder, Mini-Grantee agrees that it will at all times during the performance of this Mini-Grant Agreement maintain close liaison with SDSU Research Foundation's project director in order to assure a well-integrated effort.

**ARTICLE II. KEY PERSONNEL.**

Key personnel for this Project shall include:

**Dr. Randolph Philipp, serving as SDSU Research Foundation's Project Director.**

**Sarah Watson, serving as the Mini-Grantee's Project Directors.**

Mini-Grantee shall not replace or substitute another individual as its project director without the express written prior approval of SDSU Research Foundation.

**ARTICLE III. STATUS OF PARTIES.**

The Mini-Grantee is acting as an independent contractor in the performance of work under this Mini-Grant Agreement, and shall be solely responsible for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of work under this Mini-Grant Agreement.

This space left blank intentionally.

**ARTICLE IV. NOTICES.**

All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served, if sent by registered mail addressed the parties at their addresses indicated below.

Prime Recipient Contacts	Mini-Grantee Contacts
<b>Administrative Contact</b> Name: <b>Chrissy Carr</b> Grant Specialist Address: <b>5250 Campanile Drive</b> San Diego, CA 92182-1934 Telephone: <b>(619) 594-0410</b> Email: <b><u>ccarr@sdsu.edu</u></b>	<b>Administrative Contact</b> Name: <b>Manuela Colom, Exec. Dir. Education</b> Address: <b>4350 Otay Mesa Rd</b> San Ysidro, CA 92173 Telephone: <b>(619) 428-4476 Ext. 3027</b> Email: <b><u>mcolom@sysd.k12.ca.us</u></b>
<b>Principal Investigator</b> Name: <b>Randy Philipp, Ph.D.</b> Director, CRMSE Address: <b>6475 Alvarado Road, Suite 208</b> San Diego, CA 92120-5013 Telephone: <b>(619) 594-4453</b> Email: <b><u>rphilipp@mail.sdsu.edu</u></b>	<b>Project Director</b> Name: <b>Sarah Watson</b> Teacher Address: <b>La Mirada Elementary School</b> 222 Avenida De La Madrid San Ysidro, CA 92173 Telephone: <b>(915) 422-1786</b> Email: <b><u>swatson1388@gmail.com</u></b>
<b>Financial Contact</b> Name: <b>Chrissy Carr</b> Grant Specialist Address: <b>5250 Campanile Drive</b> San Diego, CA 92182-1934 Telephone: <b>(619) 594-0410</b> Email: <b><u>ccarr@sdsu.edu</u></b>	<b>Financial Contact</b> Name: <b>Peter Wong, Interim CBO</b> Address: <b>4350 Otay Mesa Rd</b> San Ysidro CA 92173 Telephone: <b>(619) 428-4476 Ext. 3004</b> Email: <b><u>peter_wong@sysd.k12.ca.us</u></b>
<b>Authorized Official</b> Name: <b>Sandra M. Nordahl, Director</b> SR Contracting & Compliance Address: <b>5250 Campanile Drive</b> San Diego, CA 92182-1934 Telephone: <b>(619) 594-5731</b> Email: <b><u>sdsurfsubs@sdsu.edu</u></b>	<b>Authorized Official</b> Name: <b>peter Wong, Interim CBO</b> Address: <b>4350 Otay Mesa Rd</b> San Ysidro, CA 92173 Telephone: <b>(619) 428-4476 Ext. 3004</b> Email: <b><u>peter.wong@sysd.k12.ca.us</u></b>

#### **ARTICLE V. PERIOD OF PERFORMANCE.**

The period of performance of this Mini-Grant Agreement shall be from **October 1, 2017** through **May 15, 2018**.

#### **ARTICLE VI. COMPENSATION AND MAXIMUM COST.**

Mini-Grant Agreement expenditures shall be in accordance with the detailed budget which appears as **Exhibit A1**, attached hereto and incorporated by reference herein, and is expressly made part of this Mini-Grant Agreement. In full and complete consideration of Mini-Grantee's satisfactory performance under this Mini-Grant Agreement, Mini-Grantee shall be reimbursed for allowable costs incurred in providing the work required of this Mini-Grant Agreement not to exceed a maximum amount of **\$1,000.00** committed by this action.

Variances among budget line items are allowable to the extent the changes are in accordance with the applicable cost principles and administrative requirements set forth in Article VII, and the terms of this Agreement.

#### **ARTICLE VII. MINI-GRANT AGREEMENT ADMINISTRATION.**

This Mini-Grant Agreement shall be administered in accordance with the applicable provisions of:

San Diego State University Research Foundation Project Administration Guide (PAG)  
<https://www.foundation.sdsu.edu/pag/index.html>

If there is a conflict between the main Mini-Grant Agreement articles and the general principles of the Mini-Grant Agreement administration documents incorporated above, the Mini-Grant Agreement articles shall take precedence.

#### **ARTICLE VIII. PAYMENT.**

Mini-Grantee shall be reimbursed for allowable costs up to a maximum of **\$1,000.00**. Payment to Mini-Grantee shall be made within thirty (30) days upon receipt and approval by SDSU Research Foundation of an itemized invoice showing approved budget categories, expenditures for the period covered by the invoice, and cumulative expenditures to date. Invoices should be submitted in accordance with the instructions set forth in Exhibit C.

All invoices submitted must contain the following certification statement: "I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Mini-Grant Agreement." All invoices must be signed by the Mini-Grantee's chief financial officer or designee.

Invoices may be submitted monthly if Mini-Grantee so desires, but no less often than quarterly. All payments made under this Mini-Grant Agreement shall be considered provisional and subject to audit under Article X. Final invoices must be received by SDSU Research Foundation no

later than 30 days after **May 15, 2018**. On receipt and approval of the invoice or voucher designated by the Mini-Grantee as the "final invoice" or "final voucher" and upon compliance by the Mini-Grantee with all provisions of this Agreement, SDSU Research Foundation shall pay no later than 30 days to the Mini-Grantee any balance due of allowable cost.

Should unallowable costs be identified, those costs will be deducted from the invoice and deferred or eliminated from payment until appropriate documentation has been provided and agreed upon by SDSU Research Foundation and the Mini-Grantee. The balance of allowable costs will be paid in accordance with Article VIII. Payment.

The Mini-Grantee agrees that any refunds, rebates, credits, or other amounts (including interest thereon, accruing to or received by the Mini-Grantee or any assignee under this Mini-Grant Agreement) shall be paid, or where appropriate, credited, by the Mini-Grantee to SDSU Research Foundation to the extent that they are properly allocable to costs for which the Mini-Grantee has been reimbursed by SDSU Research Foundation under this Mini-Grant Agreement.

#### **ARTICLE IX. FINANCIAL MANAGEMENT SYSTEMS.**

Mini-Grantee shall maintain acceptable financial management systems during the term of the Mini-Grant Agreement. Such systems shall provide:

- accurate, current and complete disclosure of the financial activity under this Subcontract;
- records that identify the source and application of SDSU Research Foundation's funds;
- effective control over and accountability for all funds, property and other assets;
- comparison of actual outlays with budgeted Subcontract amounts;
- consistency with the applicable regulatory cost principles; and,
- accounting records supported by source documentation.

Mini-Grantee shall arrange for an annual examination by an independent accountant in order to ascertain the effectiveness of the Mini-Grantee's financial management systems and internal procedures established to meet the terms of this Mini-Grant Agreement.

If Mini-Grantee is an organization subject to 2 CFR Part 200 or arranges for audits that comply with Uniform Guidance or equivalent guidelines, Mini-Grantee shall provide SDSU Research Foundation with a copy of all written reports that were prepared by the Mini-Grantee's independent accountant in order to be in compliance with the appropriate guidance.

Failure to comply with the terms of this Article may lead to Mini-Grant Agreement termination in accordance with Article XIV.

**ARTICLE X. RECORDS RETENTION AND AUDIT.**

SDSU Research Foundation, its agents, San Diego State University, The Trustees of California State University, California Community Foundation, or any of their duly authorized representatives shall have unrestricted access to and the right to examine and audit directly pertinent books, documents, papers and records of Mini-Grantee including financial transactions and supporting documents, general accounting system, internal controls, management practices, policies and procedures in accordance with the PAG. Such books, documents, papers and records shall be retained by Mini-Grantee for a period of three years following the date of the final payment under this Mini-Grant Agreement.

It is understood and agreed, that in the event SDSU Research Foundation is subject to an audit conducted by California Community Foundation that results in the identification of unallowable costs associated with this agreement, Mini-Grantee shall promptly issue a refund to SDSU Research Foundation for eventual repayment to California Community Foundation.

**ARTICLE XI. HOLD HARMLESS AND INDEMNIFICATION OF LIABILITY**

Mini-Grantee shall defend, indemnify and hold harmless SDSU Research Foundation, San Diego State University, The Trustees of the California State University, the State of California, the Federal Government, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Mini-Grant Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Mini-Grantee, its officers, agents or employees.

SDSU Research Foundation shall defend, indemnify and hold harmless the Mini-Grantee, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Mini-Grant Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the SDSU Research Foundation, its officers, agents or employees.

**ARTICLE XII. INSURANCE.**

Mini-Grantee shall, at its sole cost and expense, procure and maintain throughout the term of this Mini-Grant Agreement, the following insurance coverage, or equivalent ability and authorization to self-insured and fund these liability losses, or this Mini-Grant Agreement shall automatically become null and void:

- A. Commercial General Liability insurance providing coverage against claims for Bodily Injury or Death, and Property Damage. Such insurance shall provide protection to the limit of not less than \$1,000,000 combined single limit for Bodily Injury and Property Damage.
- B. Workers' Compensation insurance statutory coverage including Employers Liability with limits of not less than \$1,000,000.

- C. Automobile Liability with limits not less than \$1,000,000 each occurrence, combined single limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired vehicles.

General Liability and Automobile Liability insurance policies required by this Mini-Grant Agreement shall name "The San Diego State University Foundation dba SDSU Research Foundation and the State of California, the Trustees of the California State University, San Diego State University, the campus of San Diego State University and their respective principals, trustees, beneficiaries, members, partners, shareholders, officers, directors, managers, employees, agents, contractors, volunteers, successors and assigns" as an additional insured with respect to work being performed. Mini-Grantee agrees to provide all required certificates of insurance to SDSU Research Foundation prior to the commencement of any work under this Mini-Grant Agreement.

SDSU Research Foundation and Mini-Grantee agree that the specified coverage or limits of insurance in no way limit the liability of the Mini-Grantee. Mini-Grantee shall obtain written agreement on the part of each insurance company to notify SDSU Research Foundation at least thirty (30) days prior to cancellation or non-renewal of any such insurance.

#### **ARTICLE XIII. FUNDING.**

Mini-Grantee understands that the source of funds for the payment of Mini-Grantee's services hereunder is an award between SDSU Research Foundation and California Community Foundation, and that the execution of this Mini-Grant Agreement does not, nor does it purport to, bind San Diego State University, the Trustees of the California State University or the State of California.

#### **ARTICLE XIV. TERMINATION.**

Mini-Grantee shall use its best efforts to provide the services herein contained at the time and in the manner herein provided. This Mini-Grant Agreement may be terminated by SDSU Research Foundation or by the Mini-Grantee at any time upon the giving of thirty (30) days prior written notice to the other party. Said notice shall be given to the authorized institution official. In the event of termination, the Mini-Grantee shall be entitled to payment for acceptable and allowable work performed under this Mini-Grant Agreement, and for all un-cancelable obligations made in connection with such work, through the date of termination. Any prepaid but unearned funds shall be promptly returned to SDSU Research Foundation.

Early termination of this Mini-Grant Agreement does not release Mini-Grantee from fulfillment of the appropriate provisions of this Mini-Grant Agreement:

- Article IV. Notices.
- Article VI. Compensation and Maximum Cost.
- Article VII. Mini-Grant Agreement Administration.
- Article VIII. Payment.
- Article X. Records Retention and Audit.
- Article XI. Hold Harmless and Indemnification of Liability.

It is understood and agreed, however, that in the event Mini-Grantee is in default upon any of its obligations hereunder at the time of termination, SDSU Research Foundation shall be entitled to pursue any rights or remedies which SDSU Research Foundation may have against Mini-Grantee by reason of such default, and SDSU Research Foundation may withhold any payments to the Mini-Grantee for the purpose of set-off until such time as the exact amount of damages may be determined.

**ARTICLE XV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS.**

This Mini-Grant Agreement is subject to debarment and suspension regulations published in the Federal Register for May 26, 1988. In order to assure compliance with these regulations, Mini-Grantee must provide the certification set forth in Exhibit "D", which is attached to and made a part of this Mini-Grant Agreement. By executing this Mini-Grant Agreement, Mini-Grantee acknowledges that it is also making the required certification.

**ARTICLE XVI. ASSIGNMENT.**

This Mini-Grant Agreement is not assignable by Mini-Grantee either in whole or in part, nor shall the Mini-Grantee further delegate the performance of any of its obligations hereunder, without the prior written consent of SDSU Research Foundation.

**ARTICLE XVII. LAWS GOVERNING.**

This Mini-Grant Agreement shall be governed by and construed in accordance with the laws of the State of California.

**ARTICLE XVIII. FORCE MAJEURE.**

The Mini-Grantee is not liable for failure to perform their obligations if such failure is a result of Acts of God (including fire, flood, freezing, earthquake, hurricane, storm, tornado, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service.

If the Mini-Grantee asserts Force Majeure as an excuse for failure to perform their obligation, then the Mini-Grantee must prove that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that the Mini-Grantee substantially fulfilled all non-excused obligations, and that SDSU Research Foundation was notified in a timely manner of the likelihood or actual occurrence of an event described in Article XVIII. Force Majeure.

**ARTICLE XIX. ENTIRE AGREEMENT.**

This Mini-Grant Agreement and the Attachments hereto contain the entire agreement of the parties, and no representation, provision, warranty, term, condition, promise, duty or liability, expressed or implied, shall be binding upon or applied to either party, except as herein stated. No amendment or modification of any term, provision or condition of this Mini-Grant Agreement shall be binding or enforceable unless in writing and signed by each of the parties.

IN WITNESS WHEREOF, the parties have executed this Mini-Grant Agreement as of the date hereof.

**San Diego State University Research  
Foundation**

**San Ysidro School District**

By \_\_\_\_\_  
Sandra M. Nordahl, CRA  
Director  
Sponsored Research Contracting and Compliance

By *M. Adams - Marcela Calom*  
Title *Executive Director Curriculum & Instruction*

Date \_\_\_\_\_

Date *April 24, 2018*

**EXHIBIT A1**

**Scope of Work, Budget, Reporting Requirements and Application**

**School:**

La Mirada Elementary School  
222 Avenida De La Madrid  
San Ysidro, CA 92173

**Teacher Information:**

Project Director: Sarah Watson  
Tel: (915) 422-1786  
Email: [swatson1388@gmail.com](mailto:swatson1388@gmail.com)

*Other Teacher(s) Involved: Lexa Glantz*

**Scope of Work:**

Students will be excited about science, learn new scientific facts through researching and executing several demonstrations, work together in a group, practice public speaking through presenting the demonstrations, and learn the importance of giving back

**Budget:**

Materials and Travel: \$1,000.00 (2 teachers)

**Budget Justification:**

Field trip transportation to and supplies for Fleet Science Center program including paper, markers, glue, water, dye, plastic straws, stickers, taper, dye, and plastic straws.

**Reporting requirements:**

A report will be submitted on the outcome of the project and will include at least four (4) photographs of the students participating in the project.

Reports are due May 20, 2018 and should be submitted via email to [fedco.grant@sdsu.edu](mailto:fedco.grant@sdsu.edu).

SDSU Research Foundation FOAP #59188A P1258 7886 213 and Encumbrance #E0016278 must be included on the Reimbursement Invoice.

Field Trip  
Fleet

**Q1.**

Please complete the new FEDCO Application Form and click Submit when you are finished. All fields are required for submission.

**Submission Tips:** Apply as early as you can. Most projects require advance planning, and FEDCO reimburses project expenses to your school, which can take several weeks.

Please contact Debbie at fedco.grant@sdsu.edu if you have any questions about this application.

**Q34. Teacher Information**

First Name	Sarah
Last Name	Watson
Preferred Phone	(915) 422-1785
Email	swatson1369@gmail.com

**Q34. Principal Information**

First Name	Luis
Last Name	Ramos
Preferred Phone	(619) 428-4424
Email	lramos@psd.k12.ca.us

**Q6. School Information**

School Name	La Mirada Elementary School
School Street Address	222 Avenida De La Madrid
City	San Ysidro
State	CA
Zip Code	92173
County	San Diego
School District	San Ysidro
School Phone	(619) 428-4424
School Fax	(619) 428-0858
Type of School (eg. Charter, Public)	Public

**Q19. Proposed Project**

**Q20. Basic outline:**

Number of students participating	60
Grade level(s) of students	2
\$\$ amount requested	2,000
Subject taught	General
Number of teachers applying (include yourself)	

**Q26. List the names of any other teachers involved in the project**

Lexa Glantz

**Q27. Project Description:** Include where (e.g. EarthLab) if transportation for a field trip or what (e.g. plants for the school garden) if for materials. When will your project take place?

Project Science Share will take place throughout the first quarter of 2018 and will culminate with a demonstration volunteer event at the Fleet Science Center in April 2018. Leading up to the volunteer event, students will take a field trip to the Fleet Science Center to understand how demonstrations are made to visitors. This field trip will also give students an idea of what topics can be easily demonstrated and what materials are needed for demonstration. Most importantly, students will be inspired by the demonstrations and motivated to not only learn more about science, but teach their peers. After the field trip, students will return to the classroom to brainstorm with their teachers on what kinds of demonstrations would help other children learn about fun science facts. With their teachers, the students will choose several demonstrations to test. In order to test science demonstrations, such as friction causing noise in water through waves, the students will need materials. Depending on the demonstration, materials may range from paper, markers, glue, water, color dya, etc. The students will then take a final trip to the Fleet Science Center to give their selected demonstration to other visitor children. After the final demonstration, children will present in the classroom about what they learned and about what value they gained from this project.

**Q28. Learning Objectives:** Briefly describe why you are choosing this particular project, what the students will be doing, and how it will benefit them.

Project Science Share seeks to achieve several objectives: (1) inspire students to be excited about science, (2) teach students new scientific facts through researching and executing several demonstrations, (3) teach students how to work together in a group, (4) help students with public speaking through presenting the demonstrations, and (5) teach students the importance of giving back to the community by volunteering at the Fleet Science Center on its free admission day.

**Q31. Additional Information:** Please include any other relevant information about your project that you would like to share.

Project Science Share takes a wholistic, project-based approach to learning. This project has a specific goal that can only be achieved through creativity and cooperation. It entails brainstorming, research, organization, group participation, crafts and critical thinking. A long-term project like this will teach students how to plan and manage time as well as how to help others understand a lesson. Unlike an average field trip, the students will not only be immersed in the learning, but will be the givers of learning through demonstrations. We can be certain that children truly understand a lesson when they are able to teach the lesson themselves. This project ensures that is the case.

**Q32. Budget:** Please specify the costs of the transportation/materials requested. If the total project costs will exceed the grant amount, please identify how the remaining portion will be funded.

Initial field trip to Fleet Science Center: \$500 Includes breakfast, lunch, transportation, etc. Materials for test demonstrations: \$333 Includes paper, markers, glue, water, dye, plastic straws, stickers, tape, and other school supplies Materials for final demonstrations: \$333 Includes paper, markers, glue, water, dye, plastic straws, stickers, tape, and other school supplies Final trip to Fleet Science Center: \$500 Includes breakfast, lunch, transportation, etc. Materials for final presentations: \$333 Includes paper, markers, glue, water, dye, plastic straws, stickers, tape, and other school supplies Total: \$2,000

**Q33. Teacher Commitment:** No later than April 30, 2018, I will submit a brief (paragraph) report on the outcome of the project and I will include at least 4 photographs of the students participating in the project.

- Yes
- No

**Q35. Administrator Approval:** My school administrator has read and understands this proposal for a grant from the FEDCO Classroom Enrichment Fund. The proposed grant complies with school goals and regulations, and my school administrator will fully support this project should it receive funding. My administrator understands that principals will be asked to sign the final grant agreement.

- Yes
- No

**Location Data**

**Location:** 10477 ANTONIO LERDOZ RD

**Source:** GeoIP Estimation



**EXHIBIT B**

**SAMPLE INVOICE**

From: *Mini-Grantee Name*  
*Mini-Grantee Address*

Invoice No: 1

Invoice Period Covered:

Invoice Date:

To: SDSU Research Foundation  
 Accounts Payable  
 5250 Campanile Drive, 4<sup>th</sup> Floor  
 San Diego, CA 92182-1941

SDSURF Mini-Grant Agreement No: SA0000616  
 FOAP No.: 59188A P1258 7886 213  
 Encumbrance No.:E0016278

*(Report expenditures against itemized budgets (Exhibit A) of agreement)*

BUDGET	APPROVED BUDGET	CURRENT PERIOD	EXPENDITURES TO DATE	CURRENT BALANCE
1. Name, Title @ ___% FTE	20,000	1,668.67	5,000.01	14,999.99
2. Name, Title @ ___% FTE	3,750	312.50	937.50	2,812.50
<b>Fringe Benefits</b>				
Position 1 @ 13%	2,600	216.67	650.00	1,950.00
Position 2 @ 33%	1,238	103.13	309.38	928.62
Lab Supplies @ \$150/month	1,800	77.68	235.40	1,564.60
Instructional Supplies @ \$50/month	600	157.05	157.05	442.95
Duplicating @ \$50/month	600	14.83	50.25	549.75
<b>Subtotal Direct Costs</b>	<b>\$55,213</b>	<b>\$4,575.16</b>	<b>\$13,825.37</b>	<b>\$41,387.63</b>
Indirect Costs @ 26% TDCO	13,804	\$1,143.79	\$3,456.34	\$10,347.66
<b>Total</b>	<b>\$69,017</b>	<b>\$5,688.95</b>	<b>\$17,281.71</b>	<b>\$51,735.29</b>

Invoice Total \$5,668.95

Make Check Payable to: *Mini-Grantee Name*

"I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Mini-Grant Agreement."

\_\_\_\_\_  
 Name Date  
 Mini-Grantee Chief Financial Officer

Mini-Grantee Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

## EXHIBIT "C"

### Source Documentation Reimbursement Invoice Instructions

#### A. *Unauthorized Expenses*

The following costs will NOT be allowed under this Mini-Grant Agreement without prior approval of the SDSU Research Foundation:

- Costs incurred by applicants in preparing proposals (including travel and personal expenses), project debts or costs incurred prior to the effective date of the Mini-Grant Agreement.
- Costs for lobbying or attempting to influence any public official.
- Costs to offset obligations of individuals or work not associated with the approved project.
- Relocation costs of employees or staff members.
- Indirect costs (Facilities and Administrative costs)

#### B. *Allowed Direct Expenses*

*Note: All expenses shall be per the approved budget line items contained in the Statement of Work (Exhibit A1). Deviations require prior authorization and a Mini-Grant Agreement amendment.*

##### 1. Salaries, Wages and Fringe Benefits

Unallowable

##### 2. Travel Expenses

Awardees are only authorized for travel that is included in their approved budget as shown in Exhibit A1.

##### 3. Materials, Supplies and Miscellaneous Expenses

Standard material, supply and miscellaneous expenses are allowed that are typical for a project. This budget line is used to identify all remaining expenses that are not covered by the other budget lines.

**C. Acceptable Source Documents:**

**Mini-Grantees that shall provide full documentation with each invoice, as follows:**

**1. Personnel Costs:**

*Not applicable.*

**2. Travel Expenses:**

*Awardees are only authorized for travel that is included in their approved budget as shown in Exhibit A1. Such expenses must be supported by paid receipts for transportation costs.*

**3. Other Direct Costs:**

*Supplies: May only include those expenses as outlined in the awardees approved budget as shown in Exhibit A1. Such expenses must be supported by paid receipts and/or invoices.*

**4. Indirect Costs (Facilities & Administrative):**

*Not applicable.*

**D. Miscellaneous Instructions**

- 1. The SDSU Research Foundation FOAP # 59188A P1258 7886 213 and Encumbrance #E0016278 must be included on the Reimbursement Invoice.**
- 2. Invoice Period: The Reimbursement Invoice covers a period no less than one month or longer than 2 months (60 days).**

**E. Reimbursement Payment**

- 1. Certification Signature and Date: To prevent confusion, sign the reimbursement invoice in blue ink. The certification date must not be before the "End" date of the invoice period.**
- 2. Mail Signed Original Reimbursement Invoice and Back-up Materials to:**

**Chrissy Carr, Grants Specialist  
Sponsored Research Administration  
San Diego State University Research Foundation  
5250 Campanile Drive, MC 1934  
San Diego, CA 92182-1934**

**EXHIBIT "D"**

**Certification Regarding  
Debarment, Suspension, and other Responsibility Matters  
Primary Covered Transaction**

**Purpose**

This certification is required by the regulation implementing Executive Order 12549, Government wide Debarment and Suspension (Nonprocurement), 34 CFR Part 85, Subpart C – Responsibilities of Participants Regarding Transactions. See following page for Certification Instructions.

**Certification**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of a, 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, State, or local) transaction or contract under a public transaction; violation of Federal of State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out on previous page.
2. The inability of a person to provide the certification required on the reverse will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on previous page. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principle," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
7. The prospective primary participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - - Lower Tier covered Transaction" provided by the department or agency entering into this covered transaction, without modification in all lower covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to enter in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Sunset School  
Efrain Burciaga, Principal

**INITIAL:** *CB*  
 Informational  
 Action

**AGENDA ITEM:** PERMIT CONTRACT WITH CITY OF SAN DIEGO, PARKS & RECREATION – SUNSET SCHOOL

**BACKGROUND INFORMATION:**

On October 12, 2017, the Board approved planned field trips for school year 2017-18 that promote Physical Education enrichment opportunities for our students. According to Education Code Section 51210, pupils may be conducive to health and vigor of body and mind, for a total period of time of not less than a minimum of 200 minutes each ten days. The curriculum is aligned to the Common Core State Standards in Physical Education. Standards 1: students demonstrate the motor skills and movement patterns needed to perform a variety of physical activities. Standards learned in this fieldtrip will be reinforced with pre and post activities.

The City of San Diego, Parks & Recreation Department requires that applicants enter into a Permit Contract before groups are able to use their facilities at Vista Terrace Community Pool. Three (3) Pool Guards will be available during this field trip:

Date	Field Trip	Grade	# of Students	# of Adults	Estimated Cost up to
June 12, 2018	Pool	5 <sup>th</sup>	108	10	\$234.00

**RECOMMENDATION:**

Approve/Ratify the Permit Contract with the City of San Diego, Parks and Recreation for Sunset School students to participate in a field trip to Vista Terrace Community Pool on June 12, 2018 at an estimated cost up to \$234.00 from class fundraising.

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement, All students, including English Learners, will improve annually in all content areas.  
1.10 Continue to provide supplemental programs and resources to support student achievement in core content areas.

Renewal     New     Amendment     Ratify     Other    Business Services Reviewed: *rw*

Financial Implications?    Are funds for this item available in the 2018-2019 Budget?    Requisition #

Yes     No     Yes     No   

(Amount)    (Name of funding source and/or location)    (Funding account number)

Recommended for:  Approval     Denial    Certification Requested  Yes     No

**Superintendent's Office Certification:**

*Gina A. Potter*

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Gina A. Potter, Ed.D.  
Superintendent

**Permit Contract**

**Vista Terrace Pool**

301 Athey Avenue  
 San Diego, CA 92173  
 Phone: (619) 424-0469  
 FAX: --  
 Email: askparks@sandiego.gov

**Permit #64190, Approved**

Mar 6, 2018 4:59 PM



Customer Type: Non-Profit  
 Prepared By: Gregorio F.

**Company:** San Ysidro School District  
 4350 Otay Mesa Road  
 San Ysidro, CA 92173

**Agent:** Ivonne Loaiza  
 Email: iloaza@systd.k12.ca.us

Primary: (619) 428-4476x3400

Charges	Taxes	Discounts	Total Charges	Deposits	Deposit Taxes	Total Payments	Refunds	Balance
\$234.00	\$0	\$0	\$234.00	\$0	\$0	\$0	\$0	\$234.00

**RESERVATIONS**

Event	Resource	Center	Notes
School Rental Type: Athletic: Outdoor General Attend/Qty: 100	Vista Terrace Pool Main	Vista Terrace Pool 301 Athey Avenue San Diego, CA, US 92173 (619) 424-0469	--

Days Requested		Event Begins	Duration	Event Ends	
Day	Date			Date	Time
Tuesday	Jun 12, 2018	9:30 AM	2 hours	Jun 12, 2018	11:30 AM

Summary	Notes
Total Number of Dates: 1 Total Time: 2 hours	Please be sure to follow posted rules and regulations.

**CHARGES**

Description	Event / Resource	Unit Fee	Units	Tax	Charge
City Transaction Fee	School Rental #64190 Vista Terrace Pool Main	\$2.00	1.00	--	\$2.00
Event Support - Pool Guard II	School Rental #64190 Vista Terrace Pool Main	\$22.00	2.00	--	\$44.00
Event Support - Pool Guard II	School Rental #64190 Vista Terrace Pool Main	\$22.00	2.00	--	\$44.00

Event Support - Pool Guard II	School Rental #64190 Vista Terrace Pool Main	\$22.00	2.00	--	\$44.00
Pools - Exclusive Use Rental-School/College /Youth	School Rental #64190 Vista Terrace Pool Main	\$50.00	2.00	--	\$100.00

## ▼ DISCLAIMERS

### Swimming Pool Rules and Regulations

Aquatics personnel firmly, fairly and consistently enforce the pool rules at all times. Aquatics personnel should memorize the pool, diving board and slide rules and ensure that all staff and patrons comply with all of the rules. Aquatics personnel may be called upon to explain the reason for the rules to the patrons. When patrons still have concerns about the rules, the patron can be referred to the Pool Manager.

All patrons entering the facility during Recreational/Lap Swim times are required to pay the facility admission fee, including swimmers, non swimmers and spectators, except those seated in the spectator area.

The rules and requests made by lifesaving personnel must always be followed.

1. Walk; do not run in and around the pool facility.
2. Children under seven years old or less than four feet tall must be accompanied by a parent or responsible person, in a swim suit, at all times including in the water, on the deck and in the restroom. While in the water, the parent or responsible person must remain within arms reach of the child.
3. Children who are not toilet-trained and less than four years old will be allowed in the pool only if they wear a swimsuit diaper or plastic pants and a swim suit. Cloth or disposable diapers are not accepted.
4. Acceptable swim attire must be worn by patrons on the deck and in the water. Patrons with religious concerns regarding modesty may wear clean, covering garments that do not interfere with their safety in the water.
5. Animals are not allowed in the building or pool area, with the exception of guide dogs. Guide dogs are allowed on deck, but not in the water.
6. Persons who appear to be under the influence of alcohol or narcotics will be denied admission.
7. Candy, food or beverages are not allowed except in designated areas provided for eating and drinking. No glass items, chewing gum or smoking is permitted anywhere in the facility.
8. Toys, flotation devices (water wings), snorkels and masks are not allowed unless part of an organized class or activity and U.S. Coast Guard approved. Use of all flotation devices must be approved by the Pool Manager.
9. The use of sunscreen is encouraged, and patrons must shower before re-entering the water.
10. All patrons must shower with soap before entering the pool. Persons with open cuts, sores, bandages, colds, coughs or infected eyes are not permitted in the pool.

11. All children and adults who appear to have ample swim skills must pass a swim test before entering deep water. Weak or non-swimmers must remain in shallow water no deeper than chest level.
12. No one should engage the lifeguard in unnecessary conversation.
13. Diving in water less than nine feet deep, back dives, somersaults, "cannon balls" from the side of the pool or any other unsafe activities are not permitted.
14. Lying on the deck close to the edge of the pool where swimmers may trip over sunbathers is dangerous. Sunbathers must lie or sit at least three (3) feet away from the edge of the pool.
15. Spitting, spouting or nose-blowing in the pool is strictly prohibited.
16. Dangerous practices are prohibited. Patrons must not run on decks; climb, sit or jump from fences; dive in shallow water (less than 9 feet deep); swim in the diving areas; double bounce or crowd diving boards; or dunk, push, pull or unnecessarily splash swimmers.
17. Emergency procedures must be observed. Swimmers must leave the pool area immediately upon the signal or request of the Pool Manager.
18. Foul or abusive language will not be tolerated.
19. A patron will be verbally warned for the first offense; the patron will be asked to leave the pool facility if a second offense occurs.

Emergency Testing: All City pool personnel are subject to emergency testing at any time. Patron patience and cooperation during these drills are greatly appreciated.

Park and Recreation Department

#### CANCELLATION/REFUND PROCEDURES

As stated in the Park & Recreation Fee Schedule

- 1) Youth League Field Reservations: League Team Fee refunds are permitted up to 14 calendar days before the first scheduled field use provided a written notice of cancellation is submitted. Any cancellations less than 14 calendar days will not be refunded. Field reservation fee is non-refundable.
- 2) Youth League Indoor or Outdoor Court Reservations: League Team Fee refunds are permitted up to 14 calendar days before the first scheduled court use provided a written notice of cancellation is submitted. Any cancellations less than 14 calendar days will not be refunded. Court Reservation Fee is non-refundable.
- 3) Grounds Use Fees: Refunds are permitted if cancellations are received in writing a minimum of 60 days prior to the event, less a \$50 processing fee. Cancellations less than 60 days prior to the event are non-refundable.
- 4) Outdoor Court (except youth leagues): 100% refund if written notice of cancellation is submitted 10 days or more prior to use. Cancellations within 10 days of event forfeit the rental fee.
- 5) Building, Field, Picnic Shelter, Recreation Council Fees and All Other Permit Rentals (not identified above): 100% of paid fees will be refunded provided that the permit holder submits a written advance notice of cancellation at least 30 calendar days prior to the date of the event. Cancellations received less than 30 calendar days prior to the event will be charged 25% of the fee paid. Cancellations received less than 10 calendar days prior to the event will be charged 50% of the fee paid. No refunds for cancellations less than 48 hours.
- 6) Swimming Lessons - Extra care should be given to the selection of classes. There are NO REFUNDS. Class transfers or credit towards another aquatic program may be requested and must be authorized by the Pool Manager. Full refund will be granted only if the class is cancelled by the Pool Manager.

7) Pool Rentals - Written cancellations for exclusive rentals must be submitted 14 calendar days prior to the event to receive full refunds. Written cancellations for monthly rentals must be submitted 48 hours prior to the event to receive full refund. Late cancellations will forfeit 25% of the fees paid. Requests for refunds due to rain will be approved provided that a written request (Request for Refund Form AC-1006) is submitted within 48 hours after the scheduled event. Building rental permits cannot be cancelled due to rain (excluding picnic shelters).

To Submit A Request For Refund Due To Cancellation or Refund:

1. Complete the Official Request for Refund Form (AC-1006) and submit it with supporting documents to the Center Director. You will need to contact the Center Director to obtain this form.
2. Provide a detailed description of the reason for the cancellation.
3. Provide the mailing address for delivery of the refund check. Checks will be made payable only to the person/agency that originally paid for the permit.
4. Official City Receipt or Cash Register Tape and Official City Permit must be attached.

YOU WILL RECEIVE A REFUND CHECK 6-8 WEEKS AFTER THE REQUEST FORM IS SUBMITTED.

I have read the above Cancellation/Refund Regulations/Policies, and if I have to cancel the agreement, I will abide with the above procedures.

See signature below

Applicant Signature Date

**▼ CUSTOM QUESTIONS**

Question	Answer
What type of group classification does your group fall under?	Non Profit Youth (documentation required)
Are you charging admission to your event?	No
Are you planning to have alcohol present at your event.	No
Will you have any equipment needs?	No
Are you planning to use a caterer or sell food at your event?	No
Are you planning to have music or amplified sound?	No
Will you need outdoor or athletic field lighting for your event?	Not Applicable
Are 75% of your participants seniors (age 62) or persons with disabilities?	No

**▼ WAIVERS**

**Waiver, release of liability and authorization**

Waiver for: Ivonne Loaiza  
 Due Date: Jun 12, 2018

**WAIVER, RELEASE OF LIABILITY, AND AUTHORIZATION FOR MEDICAL TREATMENT**

In consideration of being allowed to participate in City of San Diego and Recreation Council Programs, I acknowledge and agree that:

1. Neither the City of San Diego nor the Recreation Council maintains health insurance for injuries to the participant that may arise out of involvement in classes/activities/events.

2. By virtue of participation, PARTICIPANTS RISK BODILY INJURY, INCLUDING, BUT NOT LIMITED TO, PARALYSIS, DISMEMBERMENT, AND DEATH AND OTHER LOSS INCLUDING DAMAGE TO PROPERTY.

3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISK FOR MY CHILD (AND/OR MYSELF).

4. I RELEASE AND HOLD HARMLESS AND PROMISE NOT TO SUE THE CITY OF SAN DIEGO OR THE RECREATION COUNCIL, their officers, agents or employees with respect to any and all such injury including, but not limited to, paralysis, dismemberment, death or loss except that injury or loss which results from gross negligence or willful or wanton misconduct of one of those individuals or organizations.

5. I agree to inform my child that he/she must follow (or I agree to follow) all safety rules, as well as any instructions given during the classes/activities/events listed below, including during lessons, practices, meets, special events, field trips, games or tournaments.

6. I hereby authorize and give my consent for medical care to be given in an emergency situation to the above named child (or to myself) while participating in this activity, including during lessons, practices, meets, special events, field trips, games or tournaments.

7. THIS AGREEMENT IS BINDING ON MY HEIRS, PERSONAL REPRESENTATIVES, NEXT OF KIN, SPOUSE AND ASSIGNS.

8. I hereby give permission for the above named child (or myself) to be photographed, videotaped or recorded for publicity purposes and that I waive all claims for compensation.

9. I certify to the best of my knowledge my child's (or my) current physical condition is satisfactory for participation in the classes/activities/events listed below and that he/she (or I'm) free of any health problem that would affect his/her (or my) ability to participate. Please note: Individuals with health conditions such as, but not limited to, chronic allergies (i.e. asthma), seizures and epilepsy may not participate until a medical clearance has been submitted. In addition, I must notify the coach/instructor/leader of any health condition(s) prior to participation.

10. I understand and agree that it is my sole responsibility to ensure that the address and emergency contact information are accurate at all times.

11. CONSENT TO TREATMENT OF A MINOR: In the event of sudden illness, accident or injury which may occur while said minor is engaged in classes/activities/events by City of San Diego and their representative, agents or assignees, when neither the parents, guardian or designated family physician can be contacted, I hereby give my consent for emergency treatment as shall be necessary under the circumstance by any physician licensed under the laws of the State of California.

12. This waiver, release of liability and authorization for medical treatment shall pertain to all classes/activities/events to which the participant(s) have herein enrolled.

Waiver, Release of Liability, and Authorization for Medical Treatment

Signature: Please refer to Parent Permission Forms

**Permit Waiver**

Waiver for: Ivonne Loaiza

Due Date: Jun 12, 2018

I understand and agree by applying for this permit that I am responsible for the conduct of the attendees, and that any violation of the rules and condition of issuance of the permit by any attendee may result in the immediate cancellation of this permit, once issued, by any public officer or police officer of the City of San Diego. I agree to abide by the rules and certify that I, on behalf of the applicant or organization, am also authorized to commit that organization, and thereof agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the event to the City of San Diego. I also understand that acceptance of application should in no way be construed as a final approval/confirmation of this request.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Peter Wong, Interim Chief Business Official

Board Approved: \_\_\_\_\_

Contact Information:

Efrain Burciaga, School Principal  
(619)428-1148 or (619) 428-4476 x3699  
eburciaga@sysd.k12.ca.us

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Manuel Bojorquez, Principal - Willow  
Efrain Burciaga, Principal - Sunset

**INITIAL:** *CB*  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH FEEDING SAN DIEGO FOR THE 2018-2020 SCHOOL PANTRY PROGRAM PARTNERSHIP – WILLOW AND SUNSET SCHOOLS

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**BACKGROUND INFORMATION:**

The San Ysidro School District is partnering with the Feeding San Diego to bring free nutritious food to our students and their families through the School Pantry Program. Feeding America San Diego will deliver the food to participating school sites. The food will be stored at the school sites and distributed to families on a bi-weekly basis. This is a great collaborative effort and a great support to students and their families in need.

Feeding San Diego has approved to have these services at Willow and Sunset Schools for a 2-year term (2018-19 and 2019-20).

**RECOMMENDATION:**

Approve/Ratify the 2-year agreement with Feeding San Diego for the School Pantry Program at Willow and Sunset Schools at at no cost to the students, families and District.

---

**LCAP GOAL AND ACTION/SERVICE:**

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *pm*

Financial Implications?

Are funds for this item available in the 2018-2019 Budget?

Requisition #

Yes     No

Yes     No

N/A  
(Amount)

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

--  
(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

*Gina A. Potter*  
\_\_\_\_\_  
Gina A. Potter, Ed.D.  
Superintendent

## FSD School Pantry Application Notification

Dana Henderson [dhenderson@feedingsandiego.org]

Sent: Tuesday, May 01, 2018 2:30 PM

Cc: Dale Holland [daleholland@feedingsandiego.org]

Importance: High

Attachments: School Pantry Program Par~1.docx (63 KB) ; Background Check Form.docx (400 KB)

Good morning,

Congratulations! Upon review and evaluation of your Request for Partnership application, Feeding San Diego (FSD) would like to extend an offer of partnership to your school for the School Pantry Program. In order to finalize this process, we will need the following documents (attached here) completed and returned by May 31<sup>st</sup>, 2018 to Dale Holland at [daleholland@feedingsandiego.org](mailto:daleholland@feedingsandiego.org) or myself:

1. 2018-2020 Partnership Agreement
2. Background Check Policy
3. Proof of Food Safety Training

As mentioned during the RFP Meetings in February, we will be providing two in-person options to complete your food safety training, though you may also complete it online. If you would like to attend one of the in-person trainings, please register here. They will be offered:

- Friday May 25<sup>th</sup> from 9am-12pm at the FSD Warehouse
- Wednesday June 6<sup>th</sup> from 9am-12pm at the FSD Warehouse

In addition, if you are interested in a detailed report of your application's evaluation, please reach out to us and we will be happy to provide that for you. Finally, we will be working on sending your School Pantry flyers prior to the end of the school year. If there is any need to change your school's delivery schedule, we will discuss this with you before sending the flyer.

We look forward to partnering with you to end hunger in San Diego!

Sincerely,  
Dana and Dale



Dana Henderson  
Programs Manager  
858.452.3663 x140 main  
[dhenderson@feedingsandiego.org](mailto:dhenderson@feedingsandiego.org)  
[feedingsandiego.org](http://feedingsandiego.org)  
9455 Waples St, Ste 135  
San Diego CA 92121



Tickets on sale now for Pairings with a Purpose.

Visit our website at [feedingsandiego.org/pairings](http://feedingsandiego.org/pairings).



## SCHOOL PANTRY PROGRAM PARTNERSHIP AGREEMENT 2018-2020

### FEEDING SAN DIEGO AGREES TO:

1. Identify and procure staple food items, produce, and supplies necessary for the operation of the School Pantry Program.
2. Provide or coordinate training opportunities for pantry coordinators staff and volunteers as appropriate, such as program administration, safe food handling and nutrition education.
3. Schedule an Annual School Partner meeting to facilitate communication and information sharing between FSD and school partners.
4. Provide a primary contact for the School Pantry Program from FSD staff to provide oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
5. Provide CalFresh outreach and nutrition education and/or cooking demonstrations when available.
6. Ensure that program partner meets national and local School Pantry Program objectives and compliancy standards through annual monitoring inspections and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven business days.
7. Delivery monthly communication to all school partners relaying updates and network opportunities.

.....  
THE UNDERSIGNED PRINCIPAL OF WILLOW SCHOOL (NAME OF SCHOOL)—HEREINAFTER REFERRED TO AS "SCHOOL PARTNER"—AGREES TO ABIDE BY THE FOLLOWING FEEDING SAN DIEGO POLICIES:

1. Ensure that the site complies with all applicable federal and local statutes, ordinances, and regulations.
2. Abide by all Feeding America and Feeding San Diego compliancy standards regarding program administration and food safety.
3. Operate the School Pantry Program throughout the duration of the program year, which runs from August 1 to July 20. **(School Years 2018/19 and 2019/20)**
4. Provide a primary and a secondary school coordinator, at least one of which who will be present at every distribution, who will serve as contacts for any issues related to the pantry.
5. Recruit and train 8-10 volunteers to support the operations of the program.
6. Host a bi-weekly distribution of groceries open to all families in the school using the "client choice" distribution model. The distribution dates and times will remain consistent during the course of the program year.

12B.8

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7. Distribute FSD product regardless of race, ethnicity, religion, gender, politics, or sexual orientation.
8. Submit monthly reports (*using link provided by FSD*) no later than the 5<sup>th</sup> of the month following the distribution (For example: The report for all distributions in April would be due no later than May 5<sup>th</sup>.)
9. Allow FSD staff to conduct, at a minimum, one annual monitoring visit to ensure proper food storage and handling in the pantry area.
10. Not allow FSD items to reenter commercial channels, which would include selling, transferring, or bartering items in exchange for money, property, or services. In addition, the food cannot be used for other school programs or given to staff or non-participating students.
11. Attend relevant trainings and meetings provided by FSD on an as needed basis, including the mandatory Annual School Partner Meeting.
12. Safely handle and store pantry food items in accordance to the "Quick Food Safety Guidelines" (*to be provided by FSD*).
13. Make available to clients any nutrition education information that FSD provides.
14. Make available to clients FSD-supplied information about other food assistance programs, such as, CalFresh (formerly known as food stamps), and other emergency food pantries. In addition, the school partner will coordinate with FSD to host CalFresh workshops at the pantry site.
15. Post and/or distribute branding materials of FSD and school pantry. This can include, but is not limited to, any of the following: wall signage, brochures and reference info, branded bags, photo releases on pre-scheduled days, and permission to announce partnership in all mediums.
16. Receive product from FSD only in the quantity necessary for the program, as determined by FSD through numbers reported.
17. Not distribute food to any other agency or entity.
18. Respond, in a timely manner, to any requests by FSD for client stories, photos, or other requests for marketing purposes.
19. Abide by all FSD guidelines for pallet and RPC stacking and pick-up (*to be provided by FSD*).
20. Notify FSD immediately of any changes in staff or administration which could affect the operation of the School Pantry.
21. Ensure that all staff and volunteers coming into direct and regular\* contact with children through the program are processed and cleared through a yearly background check. Proof of all background checks must be documented and will be verified by FSD staff during the monitoring visit.

\*Regular contact is defined as three or more occurrences. Therefore, all volunteers who serve—or intend to serve—three or more times during one academic year must be background checked.

**AMENDMENT - ATTACHED**

*I have read, reviewed, understand, and agree to abide by all of the above terms. I understand that violation of any of the policies or conditions of this agreement may result in the loss of the program privileges. I understand that this agreement is voluntary and that either party may terminate the agreement by notifying the other party in writing not less than 30 days prior to the desired date.*

_____ School Principal Signature	_____ Date
_____ School Coordinator Signature	_____ Date

Gina A. Potter, Ed.D., Superintendent

_____ School District Authorized Representative	_____ Date
--	---------------

_____ Programs Manager Signature	_____ Date
-------------------------------------	---------------

Board Approved: \_\_\_\_\_



## SCHOOL PANTRY PROGRAM PARTNERSHIP AGREEMENT 2018-2020

### FEEDING SAN DIEGO AGREES TO:

1. Identify and procure staple food items, produce, and supplies necessary for the operation of the School Pantry Program.
2. Provide or coordinate training opportunities for pantry coordinators staff and volunteers as appropriate, such as program administration, safe food handling and nutrition education.
3. Schedule an Annual School Partner meeting to facilitate communication and information sharing between FSD and school partners.
4. Provide a primary contact for the School Pantry Program from FSD staff to provide oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
5. Provide CalFresh outreach and nutrition education and/or cooking demonstrations when available.
6. Ensure that program partner meets national and local School Pantry Program objectives and compliancy standards through annual monitoring inspections and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven business days.
7. Delivery monthly communication to all school partners relaying updates and network opportunities.

.....  
THE UNDERSIGNED PRINCIPAL OF SUNSET SCHOOL (NAME OF SCHOOL)—HEREINAFTER REFERRED TO AS “SCHOOL PARTNER”—AGREES TO ABIDE BY THE FOLLOWING FEEDING SAN DIEGO POLICIES:

1. Ensure that the site complies with all applicable federal and local statutes, ordinances, and regulations.
2. Abide by all Feeding America and Feeding San Diego compliancy standards regarding program administration and food safety.
3. Operate the School Pantry Program throughout the duration of the program year, which runs from August 1 to July 20. **(School Years 2018/19 and 2019/20)**
4. Provide a primary and a secondary school coordinator, at least one of which who will be present at every distribution, who will serve as contacts for any issues related to the pantry.
5. Recruit and train 8-10 volunteers to support the operations of the program.
6. Host a bi-weekly distribution of groceries open to all families in the school using the “client choice” distribution model. The distribution dates and times will remain consistent during the course of the program year.

12B.8

Page 6 of 9

7. Distribute FSD product regardless of race, ethnicity, religion, gender, politics, or sexual orientation.
8. Submit monthly reports (*using link provided by FSD*) no later than the 5<sup>th</sup> of the month following the distribution (For example: The report for all distributions in April would be due no later than May 5<sup>th</sup>.)
9. Allow FSD staff to conduct, at a minimum, one annual monitoring visit to ensure proper food storage and handling in the pantry area.
10. Not allow FSD items to reenter commercial channels, which would include selling, transferring, or bartering items in exchange for money, property, or services. In addition, the food cannot be used for other school programs or given to staff or non-participating students.
11. Attend relevant trainings and meetings provided by FSD on an as needed basis, including the mandatory Annual School Partner Meeting.
12. Safely handle and store pantry food items in accordance to the "Quick Food Safety Guidelines" (*to be provided by FSD*).
13. Make available to clients any nutrition education information that FSD provides.
14. Make available to clients FSD-supplied information about other food assistance programs, such as, CalFresh (formerly known as food stamps), and other emergency food pantries. In addition, the school partner will coordinate with FSD to host CalFresh workshops at the pantry site.
15. Post and/or distribute branding materials of FSD and school pantry. This can include, but is not limited to, any of the following: wall signage, brochures and reference info, branded bags, photo releases on pre-scheduled days, and permission to announce partnership in all mediums.
16. Receive product from FSD only in the quantity necessary for the program, as determined by FSD through numbers reported.
17. Not distribute food to any other agency or entity.
18. Respond, in a timely manner, to any requests by FSD for client stories, photos, or other requests for marketing purposes.
19. Abide by all FSD guidelines for pallet and RPC stacking and pick-up (*to be provided by FSD*).
20. Notify FSD immediately of any changes in staff or administration which could affect the operation of the School Pantry.
21. Ensure that all staff and volunteers coming into direct and regular\* contact with children through the program are processed and cleared through a yearly background check. Proof of all background checks must be documented and will be verified by FSD staff during the monitoring visit.

\*Regular contact is defined as three or more occurrences. Therefore, all volunteers who serve—or intend to serve—three or more times during one academic year must be background checked.

**AMENDMENT - ATTACHED**

*I have read, reviewed, understand, and agree to abide by all of the above terms. I understand that violation of any of the policies or conditions of this agreement may result in the loss of the program privileges. I understand that this agreement is voluntary and that either party may terminate the agreement by notifying the other party in writing not less than 30 days prior to the desired date.*

_____ School Principal Signature	_____ Date
_____ School Coordinator Signature	_____ Date

\_\_\_\_\_  
Gina A. Potter, Ed.D., Superintendent  
School District Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Programs Manager Signature

\_\_\_\_\_  
Date

Board Approved: \_\_\_\_\_

Agreement between Feeding San Diego and  
San Ysidro School District (District)

School Pantry Program Partnership Agreements at  
Willow School and Sunset Elementary Schools

**ADDENDUM**

Both the Feeding San Diego and the District (Parties) agree to the following:

• **INDEMNIFICATION:**

Parties mutually agree to protect, save, defend, indemnify and hold harmless each other, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by either Party, Parties' agents, officers, employees, subcontractors, or independent contractors hired by Parties under this Agreement. The only exception to responsibility to protect, save, defend and hold harmless is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of either Party. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by negligent Party.

• **INSURANCE:**

*Feeding San Diego* shall maintain commercial general liability insurance or self-insurance acceptable to the District in the minimum amounts of \$1,000,000 per occurrence, \$2,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance naming the San Ysidro School District as additional insured and with the proper endorsements.

All Coverages. Insurance policy required by this Agreement shall be not be suspended, voided, reduced in limits or canceled except after thirty (30) days prior written notice or ten (10) days' notice for nonpayment premium. Should any insurance policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days written notice to District, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives, and any failure to comply with reporting or other provisions of the policies, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

FEEDING SAN DIEGO  
\_\_\_\_\_  
Firm Name

SAN YSIDRO SCHOOL DISTRICT  
\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

Gina A. Potter, Ed.D., Superintendent  
\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Board Approved



**Permit Contract**



**Vista Terrace Pool**  
 301 Athey Avenue  
 San Diego, CA 92173  
 Phone: (619) 424-0469  
 FAX: --  
 Email: askparks@sandiego.gov

**Permit #66967, Approved**  
 Apr 27, 2018 11:33 AM



**Company:** Willow School  
 226 Willow Road  
 San Diego, CA 92173

Customer Type: Non-Profit  
 Prepared By: Gregorio F.

**Agent:** Victoria Pimentel

Primary: (619) 428-2231x3711

Charges	Taxes	Discounts	Total Charges	Deposits	Deposit Taxes	Total Payments	Refunds	Balance
\$278.00	\$0	\$0	\$278.00	\$0	\$0	\$0	\$0	\$278.00

**RESERVATIONS**

Event	Resource	Center	Notes
Willow elem Type: Athletic: Outdoor General Attend/Qty: 125	Vista Terrace Pool Main	Vista Terrace Pool 301 Athey Avenue San Diego, CA, US 92173 (619) 424-0469	--

Days Requested		Event Begins	Duration	Event Ends	
Day	Date			Date	Time
Wednesday	May 30, 2018	10:00 AM	2 hours	May 30, 2018	12:00 PM

Summary	Notes
Total Number of Dates: 1 Total Time: 2 hours	Please be sure to follow posted rules and regulations.

**CHARGES**

Description	Event / Resource	Unit Fee	Units	Tax	Charge
City Transaction Fee	Willow elem #66967 Vista Terrace Pool Main	\$2.00	1.00	--	\$2.00
Event Support - Pool Guard II	Willow elem #66967 Vista Terrace Pool Main	\$22.00	2.00	--	\$44.00
Event Support - Pool Guard II	Willow elem #66967 Vista Terrace Pool Main	\$22.00	2.00	--	\$44.00

Event Support - Pool Guard II	Willow elem #66967 Vista Terrace Pool Main	\$22.00	2.00	--	\$44.00
Event Support - Pool Guard II	Willow elem #66967 Vista Terrace Pool Main	\$22.00	2.00	--	\$44.00
Pools - Exclusive Use Rental-School/College Youth	Willow elem #66967 Vista Terrace Pool Main	\$50.00	2.00	--	\$100.00

▼ **DISCLAIMERS**

Swimming Pool Rules and Regulations

Aquatics personnel firmly, fairly and consistently enforce the pool rules at all times. Aquatics personnel should memorize the pool, diving board and slide rules and ensure that all staff and patrons comply with all of the rules. Aquatics personnel may be called upon to explain the reason for the rules to the patrons. When patrons still have concerns about the rules, the patron can be referred to the Pool Manager.

All patrons entering the facility during Recreational/Lap Swim times are required to pay the facility admission fee, including swimmers, non swimmers and spectators, except those seated in the spectator area.

The rules and requests made by lifesaving personnel must always be followed.

1. Walk; do not run in and around the pool facility.
2. Children under seven years old or less than four feet tall must be accompanied by a parent or responsible person, in a swim suit, at all times including in the water, on the deck and in the restroom. While in the water, the parent or responsible person must remain within arms reach of the child.
3. Children who are not toilet-trained and less than four years old will be allowed in the pool only if they wear a swimsuit diaper or plastic pants and a swim suit. Cloth or disposable diapers are not accepted.
4. Acceptable swim attire must be worn by patrons on the deck and in the water. Patrons with religious concerns regarding modesty may wear clean, covering garments that do not interfere with their safety in the water.
5. Animals are not allowed in the building or pool area, with the exception of guide dogs. Guide dogs are allowed on deck, but not in the water.
6. Persons who appear to be under the influence of alcohol or narcotics will be denied admission.
7. Candy, food or beverages are not allowed except in designated areas provided for eating and drinking. No glass items, chewing gum or smoking is permitted anywhere in the facility.
8. Toys, flotation devices (water wings), snorkels and masks are not allowed unless part of an organized class or activity and U.S. Coast Guard approved. Use of all flotation devices must be approved by the Pool Manager.
9. The use of sunscreen is encouraged, and patrons must shower before re-entering the water.

10. All patrons must shower with soap before entering the pool. Persons with open cuts, sores, bandages, colds, coughs or infected eyes are not permitted in the pool.
11. All children and adults who appear to have ample swim skills must pass a swim test before entering deep water. Weak or non-swimmers must remain in shallow water no deeper than chest level.
12. No one should engage the lifeguard in unnecessary conversation.
13. Diving in water less than nine feet deep, back dives, somersaults, "cannon balls" from the side of the pool or any other unsafe activities are not permitted.
14. Lying on the deck close to the edge of the pool where swimmers may trip over sunbathers is dangerous. Sunbathers must lie or sit at least three (3) feet away from the edge of the pool.
15. Spitting, spouting or nose-blowing in the pool is strictly prohibited.
16. Dangerous practices are prohibited. Patrons must not run on decks; climb, sit or jump from fences; dive in shallow water (less than 9 feet deep); swim in the diving areas; double bounce or crowd diving boards; or dunk, push, pull or unnecessarily splash swimmers.
17. Emergency procedures must be observed. Swimmers must leave the pool area immediately upon the signal or request of the Pool Manager.
18. Foul or abusive language will not be tolerated.
19. A patron will be verbally warned for the first offense; the patron will be asked to leave the pool facility if a second offense occurs.

Emergency Testing: All City pool personnel are subject to emergency testing at any time. Patron patience and cooperation during these drills are greatly appreciated.

Park and Recreation Department

#### CANCELLATION/REFUND PROCEDURES

As stated in the Park & Recreation Fee Schedule

- 1) Youth League Field Reservations: League Team Fee refunds are permitted up to 14 calendar days before the first scheduled field use provided a written notice of cancellation is submitted. Any cancellations less than 14 calendar days will not be refunded. Field reservation fee is non-refundable.
- 2) Youth League Indoor or Outdoor Court Reservations: League Team Fee refunds are permitted up to 14 calendar days before the first scheduled court use provided a written notice of cancellation is submitted. Any cancellations less than 14 calendar days will not be refunded. Court Reservation Fee is non-refundable.
- 3) Grounds Use Fees: Refunds are permitted if cancellations are received in writing a minimum of 60 days prior to the event, less a \$50 processing fee. Cancellations less than 60 days prior to the event are non-refundable.
- 4) Outdoor Court (except youth leagues): 100% refund if written notice of cancellation is submitted 10 days or more prior to use. Cancellations within 10 days of event forfeit the rental fee.
- 5) Building, Field, Picnic Shelter, Recreation Council Fees and All Other Permit Rentals (not identified above): 100% of paid fees will be refunded provided that the permit holder submits a written advance notice of cancellation at least 30 calendar days prior to the date of the event. Cancellations received less than 30 calendar days prior to the event will be charged 25% of the fee paid. Cancellations received less than 10 calendar days prior to the event will be charged 50% of the fee paid. No refunds for cancellations less than 48 hours.

6) Swimming Lessons - Extra care should be given to the selection of classes. There are NO REFUNDS. Class transfers or credit towards another aquatic program may be requested and must be authorized by the Pool Manager. Full refund will be granted only if the class is cancelled by the Pool Manager.

7) Pool Rentals - Written cancellations for exclusive rentals must be submitted 14 calendar days prior to the event to receive full refunds. Written cancellations for monthly rentals must be submitted 48 hours prior to the event to receive full refund. Late cancellations will forfeit 25% of the fees paid. Requests for refunds due to rain will be approved provided that a written request (Request for Refund Form AC-1006) is submitted within 48 hours after the scheduled event. Building rental permits cannot be cancelled due to rain (excluding picnic shelters).

To Submit A Request For Refund Due To Cancellation or Refund:

1. Complete the Official Request for Refund Form (AC-1006) and submit it with supporting documents to the Center Director. You will need to contact the Center Director to obtain this form.
  2. Provide a detailed description of the reason for the cancellation.
  3. Provide the mailing address for delivery of the refund check. Checks will be made payable only to the person/agency that originally paid for the permit.
  4. Official City Receipt or Cash Register Tape and Official City Permit must be attached.
- YOU WILL RECEIVE A REFUND CHECK 6-8 WEEKS AFTER THE REQUEST FORM IS SUBMITTED.**

I have read the above Cancellation/Refund Regulations/Policies, and if I have to cancel the agreement, I will abide with the above procedures.

\_\_\_\_\_  
Applicant Signature Date

**▼ CUSTOM QUESTIONS**

Question	Answer
What type of group classification does your group fall under?	Non Profit Youth (documentation required)
Are you charging admission to your event?	No
Are you planning to have alcohol present at your event.	No
Will you have any equipment needs?	No
Are you planning to use a caterer or sell food at your event?	No
Are you planning to have music or amplified sound?	No
Will you need outdoor or athletic field lighting for your event?	No
Are 75% of your participants seniors (age 62) or persons with disabilities?	No

**▼ WAIVERS**

**Waiver, release of liability and authorization**

Waiver for: Victoria Pimentel  
Due Date: Jun 7, 2018

**WAIVER, RELEASE OF LIABILITY, AND AUTHORIZATION FOR MEDICAL TREATMENT**

In consideration of being allowed to participate in City of San Diego and Recreation Council Programs, I

acknowledge and agree that:

1. Neither the City of San Diego nor the Recreation Council maintains health insurance for injuries to the participant that may arise out of involvement in classes/activities/events.
2. By virtue of participation, PARTICIPANTS RISK BODILY INJURY, INCLUDING, BUT NOT LIMITED TO, PARALYSIS, DISMEMBERMENT, AND DEATH AND OTHER LOSS INCLUDING DAMAGE TO PROPERTY.
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISK FOR MY CHILD (AND/OR MYSELF).
4. I RELEASE AND HOLD HARMLESS AND PROMISE NOT TO SUE THE CITY OF SAN DIEGO OR THE RECREATION COUNCIL, their officers, agents or employees with respect to any and all such injury including, but not limited to, paralysis, dismemberment, death or loss except that injury or loss which results from gross negligence or willful or wanton misconduct of one of those individuals or organizations.
5. I agree to inform my child that he/she must follow (or I agree to follow) all safety rules, as well as any instructions given during the classes/activities/events listed below, including during lessons, practices, meets, special events, field trips, games or tournaments.
6. I hereby authorize and give my consent for medical care to be given in an emergency situation to the above named child (or to myself) while participating in this activity, including during lessons, practices, meets, special events, field trips, games or tournaments.
7. THIS AGREEMENT IS BINDING ON MY HEIRS, PERSONAL REPRESENTATIVES, NEXT OF KIN, SPOUSE AND ASSIGNS.
8. I hereby give permission for the above named child (or myself) to be photographed, videotaped or recorded for publicity purposes and that I waive all claims for compensation.
9. I certify to the best of my knowledge my child's (or my) current physical condition is satisfactory for participation in the classes/activities/events listed below and that he/she (or I'm) free of any health problem that would affect his/her (or my) ability to participate. Please note: Individuals with health conditions such as, but not limited to, chronic allergies (i.e. asthma), seizures and epilepsy may not participate until a medical clearance has been submitted. In addition, I must notify the coach/instructor/leader of any health condition(s) prior to participation.
10. I understand and agree that it is my sole responsibility to ensure that the address and emergency contact information are accurate at all times.
11. CONSENT TO TREATMENT OF A MINOR: In the event of sudden illness, accident or injury which may occur while said minor is engaged in classes/activities/events by City of San Diego and their representative, agents or assignees, when neither the parents, guardian or designated family physician can be contacted, I hereby give my consent for emergency treatment as shall be necessary under the circumstance by any physician licensed under the laws of the State of California.
12. This waiver, release of liability and authorization for medical treatment shall pertain to all classes/activities/events to which the participant(s) have herein enrolled.

Waiver, Release of Liability, and Authorization for Medical Treatment

Signature: Refer to Parent Permission Forms

**Permit Waiver**

Waiver for: Victoria Pimentel

Due Date: Jun 7, 2018

I understand and agree by applying for this permit that I am responsible for the conduct of the attendees, and that any violation of the rules and condition of issuance of the permit by any attendee may result in the immediate cancellation of this permit, once issued, by any public officer or police officer of the City of San Diego. I agree to abide by the rules and certify that I, on behalf of the applicant or organization, am also authorized to commit that organization, and thereof agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the event to the City of San Diego. I also understand that acceptance of application should in no way be construed as a final approval/confirmation of this request.

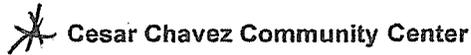
Signature: \_\_\_\_\_

Peter Wong, Interim Chief Business Official  
San Ysidro School District

Date: \_\_\_\_\_

Board Approved:

Contact Person: Manuel Bojorquez, Principal Willow School  
(619) 428-2231 or (619) 428-4476 x3797



Cesar Chavez Community Center  
 455 Sycamore Road  
 San Diego, CA 92173  
 Phone: (619) 424-0464  
 FAX: --  
 Email: askparks@sandiego.gov

**Permit Charges Summary #3002027.103**

May 17, 2018 1:53 PM



MARISA DORADO  
 266 WILLOW ROAD  
 SAN DIEGO, CA 92173

Prepared By: Yvette Z.  
 Customer ID: 232116

Primary phone: (619) 929-1305, Secondary phone: --

**Payment Summary**

Check:	\$0	Cash:	\$0
Credit Card:	\$0	Memo:	\$0
Account:	\$0	Gift Card:	\$0
Financial Aid:	\$0		
<b>Total Received:</b>	<b>\$0</b>	<b>Total Payments:</b>	<b>\$0</b>
		Payment Plan:	\$44.00

**Transactions**

Customer	Description	Item	Charge Description	Unit	Qty	Fee	Charge
Marisa Dorado 266 Willow Road San Diego, CA 92173 Primary phone: (619) 929-1305 Email: scuevas@sbsd.k12.ca.us ID: 232116	Willow 1st Grade Celebration #68116	City Transaction Fee	--	Each	1.00	\$2.00	\$2.00
	Action: Reservation Location: Larsen Playground Picnic Area North at Larsen Field Permit # 68116 Please be sure to follow posted rules and regulations.	RC - Non Hours of Operation	--	Per Hour	2.00	\$21.00	\$42.00
	Question Answer What type of group classification does your group fall under? Non Profit Youth (documentation required) Are you charging admission to your event? No Are you planning to have alcohol present at your event? No						

1st Grade  
 6/19/18

Will you have any equipment needs? No

Are you planning to use a caterer or sell food at your event? No

Are you planning to have music or amplified sound? No

Will you need outdoor or athletic field lighting for your event? Not Applicable

Are 75% of your participants seniors (age 62) or persons with disabilities? No

**Total Charges** \$44.00  
**Total Payments** \$0  
**Balance** \$44.00

**Payment Plan for 44.00 Balance**

Due Date	Amount Due	Amount Paid
May 20, 2018	\$44.00	\$44.00

This transaction includes Third Party processing fees which are non-refundable. These non-refundable fees include a \$2.00 transaction fee and, when applicable, a 3% credit card processing fee.

Permit Contract

**Cesar Chavez Community Center**  
 455 Sycamore Road  
 San Diego, CA 92173  
 Phone: (619) 424-0464  
 FAX: --  
 Email: askparks@sandiego.gov

**Permit #68116, Approved**  
 May 17, 2018 1:53 PM



Marisa Dorado  
 266 Willow Road  
 San Diego, CA 92173  
 Email: scuevas@sysd.k12.ca.us

Customer Type: Individual  
 Prepared By: Yvette Z.

Customer ID: 232116  
 Primary: (619) 929-1305

Charges	Taxes	Discounts	Total Charges	Deposits	Deposit Taxes	Total Payments	Refunds	Balance
\$44.00	\$0	\$0	\$44.00	\$0	\$0	(\$44.00)	\$0	\$0

RESERVATIONS

Event	Resource	Center	Notes
Willow 1st Grade Celebration Type: Outdoor: Events / Parties / Gatherings Attend/Qty: 30	Larsen Playground Picnic Area North	Larsen Field 455 Sycamore Rd San Diego, CA, US 92173 (619) 424-0464	--

Days Requested		Event Begins	Duration	Event Ends	
Day	Date			Date	Time
Tuesday	Jun 19, 2018	9:00 AM	2 hours	Jun 19, 2018	11:00 AM

Summary	Notes
Total Number of Dates: 1 Total Time: 2 hours	Please be sure to follow posted rules and regulations.

CHARGES

Description	Event / Resource	Unit Fee	Units	Tax	Charge
City Transaction Fee	Willow 1st Grade Celebration #68116 Larsen Playground Picnic Area North	\$2.00	1.00	--	\$2.00
RC - Non Hours of Operation	Willow 1st Grade Celebration #68116 Larsen Playground Picnic Area North	\$21.00	2.00	--	\$42.00

Payments and Refunds

Receipt #	Date	Charge Description	Resource Event	Payment
1001160.103	May 17, 2018	City Transaction Fee	Larsen Playground Picnic Area North Willow 1st Grade Celebration #68116	\$2.00
1001160.103	May 17, 2018	RC - Non Hours of Operation	Larsen Playground Picnic Area North	\$42.00

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Willow 1st Grade Celebration  
#68116

#### DISCLAIMERS

##### CITY OF SAN DIEGO PARK AND RECREATION DEPARTMENT

##### RULES AND REGULATIONS FOR USE OF CITY PARK AND RECREATION DEPARTMENT SITES

All rules and regulations regarding the use of City Parks are enforceable by the San Diego Police Department and the City of San Diego Park and Recreation Department staff. The recreation areas of the Department are primarily for the recreation use of youth and adult activities sponsored by the Department and/or the Community Recreation Council. When sponsored activities do not completely occupy rental areas, other groups may use the facilities. All users will comply with the following conditions:

1. This permit shall not be transferred or assigned. The Permittee shall not engage in any activity on park property other than the activity for which this Permit is expressly issued and shall comply with applicable municipal, state, and federal laws and regulations.
2. The City, in its sole discretion, reserves the right at any time, and from time to time, to close any park area(s) or park facility(ies) and to cancel or reschedule any previously permitted/scheduled use(s) of any park area(s) or park facility(ies). Permittee acknowledges the City's foregoing rights and irrevocably waives any claim Permittee may have now or ever have based upon or related to any cost, loss, damage, or liability that results from the City's closure of any park area(s) or park facility(ies) or the cancellation or rescheduling of any previously permitted/scheduled (prepaid or not) use(s) of any park area(s) or park facility(ies).
3. Any special requests, additional amenities and/or services (i.e. portable restrooms, dumpsters, fences, athletic equipment, generators, etc.) must be addressed in the Permit and are the sole responsibility of the Permittee. The additional amenities must be provided by the Permittee at no expense to the City. All additional amenities must be approved in writing by the City staff in advance of the event, including information as to the number of amenities, location, and pickup and delivery times.
4. There must always be at least a portion of the park available to the general public during all park uses and rentals. The designated area(s) for this permit are indicated on the General Development Plan or Site Plan. Unless the area has been designated as an area that can be reserved, no areas can be roped off or secured in any way. Reserved parking spaces are not permitted.
5. For commercial and public events, the Permittee shall not discriminate against anyone on the basis of race, color, creed, sex, age, national origin or ancestry, religion, pregnancy, physical or mental disability, veteran status, marital status, medical condition (including HIV, AIDS, and AIDS-related complex), gender (transsexual and transgender), or sexual orientation.
6. The Park and Recreation Department cannot be held responsible for any lost or stolen property.
7. Rental rates will apply as designated for each area as outlined in the current Park and Recreation Department Fee Schedule that is approved by the City Council.
8. The Permittee received a copy of the following items and must have them available on the day of event: the permit and the Rules and Regulations related to this event; the General Development Plan with the storm drain inlets indicated for the permitted area; all applicable Park and Recreation Department Best Management Practices (BMP's); StormWater; the Facility Site Plan; and the Good Housekeeping Guidelines to the rental permit.
9. Each rental group is responsible for leaving the facility and equipment in a safe, proper working order and clean condition. Any violations of rules, regulations or policies and/or damage attributable to the Permittee, sponsors or any other party associated with this event, will result in the forfeiture of all or part of the security deposit and in the case of extensive damages, an invoice from the City will be issued to the Permittee with applicable charges not covered by the deposits. Any pre-existing damage or poor conditions must be reported in writing to the City staff prior to the start of the event or the Permittee may be held responsible. Staff must be notified of the conclusion of the rental activity.
10. Litter pick-up and disposal is the responsibility of the Permittee. Trash must be bagged, sealed and placed in the park's trash receptacles and/or dumpster. If trash does not fit in the receptacles and/or dumpster, the Permittee is responsible for removing the trash off of park property. Any additional cleaning performed by City forces will be invoiced.
11. The use of disposable expanded polystyrene (a.k.a. Styrofoam™) food ware is highly discouraged due to its tendency to easily break apart and create litter. Alternatives such as plastic, paper, or reusable plates/cups should be used instead.
12. Request for cancellation refunds will be handled according to the regulations in the current Park and Recreation Fee Schedule. Requests for refunds due to rain only pertain to Field and Picnic Shelter rental

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permits and will be approved provided that a written request (Request for Refund Form AC-1066) is submitted within 48 hours after the scheduled event. All refunds will be issued only to the Permittee.

13. The use of any equipment including but not limited to staging, platforms, tables, chairs, risers, jumpers, etc., if permitted, shall not damage any City property, turf, shrubbery or irrigation or inhibit public access [SDMC 63.0102(b) (4)]. If any item requires staking in the ground for safety reasons, the stakes must be no longer than six (6) inches, no more than 1.5 inches in diameter, and must be colored/highly visible. All stakes must be secured in a manner that precludes a tripping hazard. For any item which damages any facility, the Permittee will be liable for costs to repair the damage. Intended staking must be noted on the permit with the types and sizes of stakes to be used. Permittee may not dig on park property or tie or adhere anything to trees, shrubbery etc., or City property [SDMC 63.0102(b) (4)]. All signs must be free standing and approved by the park supervisor in writing prior to the event. Items cannot inhibit public access. [SDMC 63.0102(b) (25)]. Inflatable jumps are prohibited in Balboa Park, Presidio Park and Shoreline parks.

14. Electronic amplification for music and/or voice projection must be approved in writing on the final permit by City staff and must comply with City noise regulations [SDMC §59.5.0501]. The required maximum allowance is 65 decibels at 50 feet between the hours of 7:00 a.m.-7:00 p.m. Events violating the maximum allowance may be turned down or shut off by SDPD or Park Ranger.

15. City staff must approve the use of City tables and chairs which are available for indoor use only. All setting up and taking down of tables and chairs will be done by the group using the facility (except in Balboa Park).

16. The City of San Diego does not provide any equipment, electrical power or water hookups for outdoor events. The use of generators must be pre-approved as a part of the permit process before the event. Safety precautions for use of a generator must be followed. Generator cables must be properly covered and must not impede pedestrian traffic at any time. Drip pans must be placed under the generators to eliminate potential damage.

17. Petting zoos, pony rides or any animal-related activities are not allowed without prior City staff approval. The proper fastening and/or enclosures and the proper care for the animals is required. All County Health Department regulations must be followed. Balboa Park, Mission Bay Park, and Shoreline Parks prohibit the use of pony rides, petting zoos, and livestock demonstrations.

18. Youth activities must be chaperoned by adults. The adult signing the application must be present throughout the entire rental period. When the signing adult cannot be present throughout the entire rental period, the Permittee must provide a list of responsible adults in advance of the rental to the City staff. It is the Permittee's responsibility to ensure that an adequate number of adults will be present depending on the activity, rental size, and ages of the youth participants.

19. All fires must be contained within barbecues. Portable barbecues are permitted and coals must be emptied into the concrete hot coal containers or permanent barbecues.

20. All motor vehicles are restricted to parking lots and public roadways unless prior written authorization is given by the park supervisor.

21. Vehicle parking is prohibited in most parking lots in Mission Bay and the beach areas between 2:00 a.m. to 4:00 a.m. in accordance with SDMC. Some parking lots may have more restrictive hours and/or gates. Each parking lot is signed where parking is prohibited or restricted.

22. The Park and Recreation Department cannot guarantee the planting or blooming of flowers, shrubs, etc. Maintenance schedules cannot be modified (i.e., sprinklers, lawn renovations, fertilization, aeration, mow day, etc.) to accommodate events in public parks.

23. In general, dogs are allowed on beaches after 6 p.m. from April 1st to October 31st or after 4:00 p.m. from November 1st to March 31st. Legally licensed dogs are allowed on the beach and on sidewalks and park areas near the beach during the night and early morning hours until 9 a.m., but they must be leashed.

24. Games such as horseshoes, baseball, lawn darts and other potentially hazardous games may be played only in courts/fields that are specifically designated for these purposes and requires prior written approval of the City staff.

25. The use of gypsum is allowed only for infield marking in baseball or softball. Biodegradable field marking paint must be used for

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all other field marking. These product(s) must be manufactured in the United States and approved by City staff in writing prior to use and a copy of the Material Safety Data Sheet of the product used must be provided to City staff.

26. Permittee must adhere to all County Health Department Food Handlers regulations. When caterers are used they must have a County Health Department permit. When food is served to the public, a Temporary Food Facility Permit or County Health Food Handlers Permit is required and must be submitted to City staff before a permit will be issued. More information regarding the regulations required to serve food can be obtained from the County Health Department at (619) 338-2222.

27. Alcohol is prohibited in certain parks; please refer to SDMC §56.54. If alcohol will be sold in park facilities, and/or caterers are used, renters are required to obtain a license from the California State Department of Alcoholic Beverage Control (619) 525-4064.

Applicants requesting alcohol may be required to furnish additional written approval. Alcohol is not allowed on any athletic fields.

28. The following prohibitions are in place at all City parks and/or facilities:

- Smoking [SDMC §43.1003]
- Open fires [SDMC §630.102(b)(11)]
- Glass beverage containers [SDMC §63.0102(b)(7)]
- Picking flowers and/or damaging shrubs, plants, and trees [SDMC §62.0604]
- Animals (other than service animals) inside buildings or off leash at any park facility (unless designated as an off leash site) [SDMC §63.0102(b)(2)]
- Soliciting funds [SDMC §63.0102(b)(14)]
- Sale of merchandise [SDMC §63.0102(b)(13)]
- Balloons (all types) at all outdoor areas
- Advertising on City park property; flyers, pamphlets, or handouts are not to be left on cars or passed out in parks [SDMC §63.0102]
- Remote controlled soaring and/or gliding crafts [SDMC §63.0201]

29. The Permittee is required to obtain a minimum of \$1,000,000 general liability insurance with a \$2,000,000 aggregate insurance naming the City of San Diego as additionally insured in the following situations: groups conducting activities, instructions, and competitions; groups using supplemental staff; rentals open to the public; rentals using equipment such as jumpers, carnival, or animal rides; and other situations where deemed necessary.

30. The Permittee shall comply with all applicable provisions of this permit, municipal, state, and federal laws and regulations. It is the responsibility of the Permittee to clear with City staff any special requests not addressed in the Rules and Regulations as presented.

Failure to comply may result in the termination of this permit.

Indemnification: Permittee shall protect, defend indemnify, and hold City, its elected officials, officers, representatives, agents, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Permittee's officers, employees, agents, contractors, invitees and guests, which arise out of or are in any manner directly or indirectly connected with this Permit or Permittee's Operations, and all expenses of investigating and defending against same, including without limitation reasonable attorney fees and costs; provided, however, that Permittee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of City, its elected officials, officers, representatives, agents and employees. City may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If City chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim

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related to this indemnification, Permittee shall pay all reasonable costs related thereto, including without limitation reasonable attorney fees and costs.

By signing I acknowledged that I read and understood and will abide by all the above listed rules and regulations as they apply to my specific rental or use of City park land or facility.

Signature:

Organization:

Print Name:

Date:

Updated June 2017

Park and Recreation Department

#### CANCELLATION/REFUND PROCEDURES

As stated in the Park & Recreation Fee Schedule

- 1) Youth League Field Reservations: League Team Fee refunds are permitted up to 14 calendar days before the first scheduled field use provided a written notice of cancellation is submitted. Any cancellations less than 14 calendar days will not be refunded. Field reservation fee is non-refundable.
  - 2) Youth League Indoor or Outdoor Court Reservations: League Team Fee refunds are permitted up to 14 calendar days before the first scheduled court use provided a written notice of cancellation is submitted. Any cancellations less than 14 calendar days will not be refunded. Court Reservation Fee is non-refundable.
  - 3) Grounds Use Fees: Refunds are permitted if cancellations are received in writing a minimum of 60 days prior to the event, less a \$50 processing fee. Cancellations less than 60 days prior to the event are non-refundable.
  - 4) Outdoor Court (except youth leagues): 100% refund if written notice of cancellation is submitted 10 days or more prior to use. Cancellations within 10 days of event forfeit the rental fee.
  - 5) Building, Field, Picnic Shelter, Recreation Council Fees and All Other Permit Rentals (not identified above): 100% of paid fees will be refunded provided that the permit holder submits a written advance notice of cancellation at least 30 calendar days prior to the date of the event. Cancellations received less than 30 calendar days prior to the event will be charged 25% of the fee paid. Cancellations received less than 10 calendar days prior to the event will be charged 50% of the fee paid. No refunds for cancellations less than 48 hours.
  - 6) Swimming Lessons - Extra care should be given to the selection of classes. There are NO REFUNDS. Class transfers or credit towards another aquatic program may be requested and must be authorized by the Pool Manager. Full refund will be granted only if the class is cancelled by the Pool Manager.
  - 7) Pool Rentals - Written cancellations for exclusive rentals must be submitted 14 calendar days prior to the event to receive full refunds. Written cancellations for monthly rentals must be submitted 48 hours prior to the event to receive full refund. Late cancellations will forfeit 25% of the fees paid.
- Requests for refunds due to rain will be approved provided that a written request (Request for Refund Form AC-1006) is submitted within 48 hours after the scheduled event. Building rental permits cannot be cancelled due to rain (excluding picnic shelters).

To Submit A Request For Refund Due To Cancellation or Refund:

1. Complete the Official Request for Refund Form (AC-1006) and submit it with supporting documents to the Center Director. You will need to contact the Center Director to obtain this form.
  2. Provide a detailed description of the reason for the cancellation.
  3. Provide the mailing address for delivery of the refund check. Checks will be made payable only to the person/agency that originally paid for the permit.
  4. Official City Receipt or Cash Register Tape and Official City Permit must be attached.
- YOU WILL RECEIVE A REFUND CHECK 6-8 WEEKS AFTER THE REQUEST FORM IS SUBMITTED.**

I have read the above Cancellation/Refund Regulations/Policies, and if I have to cancel the agreement, I will abide with the above procedures.

See signature on page 7

Applicant Signature Date

San Diego Park and Recreation Department

STORM WATER POLLUTION PREVENTION PROGRAM

BEST MANAGEMENT PRACTICES

PARK USE PERMIT ADDENDUM

The permittee shall comply with San Diego Municipal Code Section 43.0301, Storm Water Management

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and Discharge Control, in performing or delivering services at City-owned, leased or managed property, or in performance of services and activities on behalf of the City of San Diego, regardless of the location.

1. A mandatory cleaning/security deposit (minimum \$100.00) will be required for all permits of 75 individuals or more. Any violation of rules or regulations related to the permit or storm water Best Management Practices (BMPs) attributable to permittee, sponsors or any other party associated with this event will result in forfeiture of all or part of your refundable cleaning/security deposit.

2. The permittee shall be responsible for all cleanup associated with the event.

3. The permittee must have available at the event a copy of the following items:

- the permit and the rules and regulations related to the scheduled event,
- a general development plan with the storm drain inlets indicated for the permitted area,
- all applicable Park and Recreation Department BMPs, and
- the addendum and good housekeeping guidelines to the park permit.

#### GOOD HOUSEKEEPING GUIDELINES

The following guidelines are provided to assist you in preventing pollutants from entering the storm drains due to your permitted activity.

1. Familiarize yourself with park grounds. Prior to your event, locate park amenities, parking lots, restrooms, picnic tables, drinking fountains, barbeques, hot coal receptacles and, most importantly, storm drain inlets. For the location of park/site facilities, amenities, and storm drain inlets, please refer to the general development plan (GDP).

2. Use each permitted area and the amenities associated with the area for its intended use only.

3. If at a facility where staff are present, notify staff immediately of any problems associated with the area (ex., excessive trash, no trash cans, standing water, etc.).

4. Respect all park rules and regulations. If unclear, please ask staff for assistance.

5. All motor vehicles are restricted to roadways. Vehicles are not permitted on sidewalks or lawn areas at any time. Drop-off of equipment must be done from parking lots or street curbing and walked onto park grounds.

6. The delivery date/time, placement, and pickup date/time of portable toilets and/or dumpsters must be approved prior to permit issuance.

7. Do not dispose of, discard or place any items, debris or objects in or around storm drain inlets as per the general development plan (GDP).

8. Please leave the facility and equipment in a reasonable and clean condition. Litter pickup and removal is the responsibility of the permittee. Trash is not to be left in the park. As a reminder, please bring additional trash liners to aid in the removal. Noncompliance may result in the forfeiture of your cleaning deposit.

9. Ice must not be placed in the storm drains. Ice, in small quantities, may be left on lawns or removed from the park site by the permittee.

10. Do not dispose of hot coals/ashes in any trash receptacles, lawn areas or tree wells. Please use the hot coal receptacles located in the park. If hot coal receptacles are not available, the permittee is required to remove coal/ashes from park property.

11. Only rainwater is allowed in the storm drains! A copy of all Best Management Practices relating to the Storm Water Pollution Prevention Program associated with your event will be made available upon request.

#### TO BE COMPLETED BY PARK AND RECREATION STAFF ONLY - CHECK [ ] ALL BMPs GIVEN TO PERMITTEE

- PET WASTE
- HUMAN WASTE
- PLANT MATERIALS/HAY BALES
- GRASS
- FOOD PRODUCTS/SNACK BARS
- BLOOD AND BODILY FLUID
- DEAD ANIMALS [ ] HORTICULTURAL PESTICIDES
- FERTILIZERS
- TREATED WATER-IRRIGATION
- TREATED WATER-POOL
- TREATED WATER
- POWERWASHING
- PAINT/WHITEWASH
- SOLVENTS
- VEHICLE FLUIDS/OIL
- GAS/DIESEL

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DISINFECTANTS  
 CRAFT SUPPLIES  
 OTHER CHEMICALS (EX., SOAP)  
 CONCRETE  
 DIRT/SOIL/SAND/MULCH/D.G./GYPSUM  
 GLASS/ALUMINUM/METALS/PAPER/PLASTICS (LITTER)  
 TRASH/ILLEGAL DUMP  
 NEEDLES  
 COAL/ASH  
 STORM DRAIN INSPECTION  
 JOINT USE PROGRAMS/PARK USE PERMITS/CONTRACTS  
 PROCEDURES FOR ENFORCEMENT  
 PLANNING & DESIGN  
 EXTERNAL EDUCATION  
 TRAINING, \_\_\_\_\_, understand all Good Housekeeping Guidelines associated with San Diego Municipal Code Section 43.0301, Storm Water Management and Discharge Control, and agree to follow all standards specified related to the permit process. I certify that I am duly qualified and the authorized representative of the person or group to whom this document is issued.  
 Signed \_\_\_\_\_ Date Signed \_\_\_\_\_  
 Title of Event \_\_\_\_\_  
 Location \_\_\_\_\_ Date of Event \_\_\_\_\_

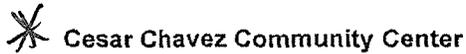
**CUSTOM QUESTIONS**

Question	Answer
What type of group classification does your group fall under?	Non Profit Youth (documentation required)
Are you charging admission to your event?	No
Are you planning to have alcohol present at your event.	No
Will you have any equipment needs?	No
Are you planning to use a caterer or sell food at your event?	No
Are you planning to have music or amplified sound?	No
Will you need outdoor or athletic field lighting for your event?	Not Applicable
Are 75% of your participants seniors (age 62) or persons with disabilities?	No

San Ysidro School District

\_\_\_\_\_  
 Gina A. Potter, Ed.D.  
 Superintendent

Board Approved:



455 Sycamore Road  
 San Diego, CA 92173  
 Phone: (619) 424-0464  
 FAX: --  
 Email: askparks@sandiego.gov

**Permit Charges Summary #3002039.103**

May 23, 2018 3:06 PM



CARMEN LUNA  
 226 WILLOW RD  
 SAN DIEGO, CA 92173

Prepared By: Mari Jo R.  
 Customer ID: 135771

Primary phone: (619) 254-1415, Secondary phone: --

**Payment Summary**

Check:	\$0	Cash:	\$0
Credit Card:	\$0	Memo:	\$0
Account:	\$0	Gift Card:	\$0
Financial Aid:	\$0		
<b>Total Received:</b>	<b>\$0</b>	<b>Total Payments:</b>	<b>\$0</b>
		Payment Plan:	\$102.00

**Transactions**

Customer	Description	Item	Charge Description	Unit	Qty	Fee	Charge
Carmen Luna 226 Willow Rd San Diego, CA 92173 Primary phone: (619) 254-1415 Email: cluna@sdsd.k12.ca.us ID: 135771	School Picnic #68466	City	--	Each	1.00	\$2.00	\$2.00
	<b>Action:</b> Reservation	Transaction					
	Location: Larsen Field Park at Larsen Field	Fee					
	Permit # 68466	Ground	--	Per	1.00	\$58.00	\$58.00
	Please be sure to follow posted rules and regulations.	Use - Non-Profit Youth		Day			
	<b>Question</b>	Daily					
	What type of group classification does your group fall under?	RC - Non Profit Youth	--	Each	2.00	\$21.00	\$42.00
	Are you charging admission to your event?	Hours of Operation					
	Are you planning to have alcohol present at your event.						

5th graders  
 date: 6/22/18

Will you have any equipment needs?

Are you planning to use a caterer or sell food at your event? No

Are you planning to have music or amplified sound? No

Will you need outdoor or athletic field lighting for your event? No

Are 75% of your participants seniors (age 62) or persons with disabilities? No

Please specify any special setup requests you may have: Bathrooms will open early at 10:00am, 5 classrooms will be at picnic

Total Charges \$102.00
Total Payments \$0
Balance \$102.00

Payment Plan for 102.00 Balance

Table with 2 columns: Due Date, Amount Due. Row 1: May 23, 2018, \$102.00

This transaction includes Third Party processing fees which are non-refundable. These non-refundable fees include a \$2.00 transaction fee and, when applicable, a 3% credit card processing fee.

Waiver, release of liability and authorization

Waiver for: Carmen Luna

WAIVER, RELEASE OF LIABILITY, AND AUTHORIZATION FOR MEDICAL TREATMENT

In consideration of being allowed to participate in City of San Diego and Recreation Council Programs, I acknowledge and agree that:

- 1. Neither the City of San Diego nor the Recreation Council maintains health insurance for injuries to the participant that may arise out of involvement in classes/activities/events.

2. By virtue of participation, PARTICIPANTS RISK BODILY INJURY, INCLUDING, BUT NOT LIMITED TO, PARALYSIS, DISMEMBERMENT, AND DEATH AND OTHER LOSS INCLUDING DAMAGE TO PROPERTY.

3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISK FOR MY CHILD (AND/OR MYSELF).

4. I RELEASE AND HOLD HARMLESS AND PROMISE NOT TO SUE THE CITY OF SAN DIEGO OR THE RECREATION COUNCIL, their officers, agents or employees with respect to any and all such injury including, but not limited to, paralysis, dismemberment, death or loss except that injury or loss which results from gross negligence or willful or wanton misconduct of one of those individuals or organizations.

5. I agree to inform my child that he/she must follow (or I agree to follow) all safety rules, as well as any instructions given during the classes/activities/events listed below, including during lessons, practices, meets, special events, field trips, games or tournaments.

6. I hereby authorize and give my consent for medical care to be given in an emergency situation to the above named child (or to myself) while participating in this activity, including during lessons, practices, meets, special events, field trips, games or tournaments.

7. THIS AGREEMENT IS BINDING ON MY HEIRS, PERSONAL REPRESENTATIVES, NEXT OF KIN, SPOUSE AND ASSIGNS.

8. I hereby give permission for the above named child (or myself) to be photographed, videotaped or recorded for publicity purposes and that I waive all claims for compensation.

9. I certify to the best of my knowledge my child's (or my) current physical condition is satisfactory for participation in the classes/activities/events listed below and that he/she (or I'm) free of any health problem that would affect his/her (or my) ability to participate. Please note: Individuals with health conditions such as, but not limited to, chronic allergies (i.e. asthma), seizures and epilepsy may not participate until a medical clearance has been submitted. In addition, I must notify the coach/instructor/leader of any health condition(s) prior to participation.

10. I understand and agree that it is my sole responsibility to ensure that the address and emergency contact information are accurate at all times.

11. CONSENT TO TREATMENT OF A MINOR: In the event of sudden illness, accident or injury which may occur while said minor is engaged in classes/activities/events by City of San Diego and their representative, agents or assignees, when neither the parents, guardian or designated family physician can be contacted, I hereby give my consent for emergency treatment as shall be necessary under the circumstance by any physician licensed under the laws of the State of California.

12. This waiver, release of liability and authorization for medical treatment shall pertain to all classes/activities/events to which the participant(s) have herein enrolled.

Waiver, Release of Liability, and Authorization for Medical Treatment

Waiver Signed by: Carmen Luna on May 23, 2018

NOTE: Refer to Parent Permission Forms

**Permit Waiver**

Waiver for: Carmen Luna

I understand and agree by applying for this permit that I am responsible for the conduct of the attendees, and that any violation of the rules and condition of issuance of the permit by any attendee may result in the immediate cancellation of this permit, once issued, by any public officer or police officer of the City of San Diego. I agree to abide by the rules and certify that I, on behalf of the applicant or organization, am also authorized to commit that organization, and thereof agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the event to the City of San Diego. I also understand that acceptance of application should in no way be construed as a final approval/confirmation of this request.

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Waiver Signed by: Carmen Luna on May 23, 2018

San Ysidro School District

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Gina A. Potter, Ed.D.  
Superintendent

Board Approved: /

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Business Services  
Peter Wong, Interim Chief Business Official

**INITIAL:**   
 Informational  
 Action

**AGENDA ITEM:** BOARD ACTION TO DECLARE DISTRICT PERSONAL PROPERTY AS OBSOLETE, SURPLUS, DISPOSE OF, OR DONATE PER CALIFORNIA EDUCATION CODE 17546(A)(B)(C)

**BACKGROUND INFORMATION:**

The District periodically has inventory items that become obsolete and are recommended for disposal, donation or sale on an "as is" condition.

At this time, there are five storage containers that are beyond economical repair. The old containers will be donated to Aztec Container or Cortez Towing in "as is" condition. They have indicated that they will haul away the containers at no cost to the District.

Location	Container No.		
La Mirada	• TEXU380709	• GCSU134972	• HU435985
Smythe	• JLSU2383808		
District	• 214918		

Other: Metallic Folding Chairs - 160 each

**RECOMMENDATION:**

Approve the disposal and donation of District's personal property that is beyond economic repair.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Goal No. 2: Base Services and Safety

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

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

Yes     No

Yes     No

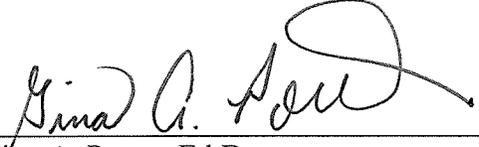
N/A  
(Amount)

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

--  
(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Gina A. Potter, Ed.D.  
Superintendent

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Special Education  
Oscar Madera, Acting Director

**INITIAL:** *OM*  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

**BACKGROUND INFORMATION:**

The School-Based Medi-Cal Administrative Activities (SMAA) Program offers a way for Local Governmental Agencies (LGAs) and Local Educational Consortia (LECs) to obtain Federal reimbursement for the cost of certain administrative activities necessary for the proper and efficient administration of the Medi-Cal program. SMAA activities include: ▪ Medi-Cal outreach, ▪ Facilitating the Medi-Cal application, ▪ Non-emergency & non-medical transportation of Medi-Cal eligible individuals to Medi-Cal covered services, ▪ Contracting for Medi-Cal services, ▪ Program planning and policy development, ▪ SMAA coordination and claims administration, ▪ TCM coordination and ▪ Claims administration, training, and general administration .

The District is a Local Educational Agency (LEA) eligible to bill the California State Medi-Cal office for services relative to administrative activities involving Medi-Cal Outreach, individual health services, and assessment/testing/evaluations. As such, the District has been part of the Region 9 Local Educational Consortium established under California State Medi-Cal requirements for purposes of billing for services. This consortium serves as the designated entity assisting in the management of services billed by eligible school districts throughout Southern California.

The cost implications will be 4.5% of MAA claims in addition to \$0.67 per participant from July to September, and \$1.34 per participant from October to June, paid by the Department of Health Services through Medi-Cal Administrative Activities (MAA) reimbursed dollars.

**RECOMMENDATION:**

Approve the 2018-19 School-Based Medi-Cal Administrative Activities Participation Agreement with Orange County Superintendent of Schools. All costs incurred will be paid by the Department of Health Services.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *pm*

Financial Implications?

Are funds for this item available in the 2018-2019 Budget?

Requisition #

Yes     No

Yes     No

To be determined  
(Amount)

Department of Health Services  
(Name of funding source and/or location)

0100-0490000-0000-3140-5800010-054  
(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification**

*Gina A. Potter*  
\_\_\_\_\_  
Gina A. Potter, Ed.D.  
Superintendent

SAN YSIDRO SCHOOL DISTRICT  
SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)  
PARTICIPATION AGREEMENT

This AGREEMENT is hereby entered into this 1st day of July, 2018,  
by and between the Orange County Superintendent of Schools, 200 Kalmus  
Drive, Costa Mesa, California 92626, Region 9 Local Educational  
Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the  
San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, California  
92173, hereinafter referred to as DISTRICT. SUPERINTENDENT and  
DISTRICT shall be collectively referred to as the Parties.

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an Agreement with the  
California State Department of Health Care Services, hereinafter  
referred to as STATE, which is incorporated herein by this reference,  
to serve as the Local Educational Consortium (LEC) for the Region 9  
in accordance with the California Welfare and Institutions Code  
Section 14132.47(c) (1); and

WHEREAS, SUPERINTENDENT has been designated by the STATE to  
represent school districts and county offices located in Region 9,  
hereinafter referred to as LEA (Local Education Agency) to administer  
School-based Medi-Cal Administrative Activities (SMAA) described as  
Administrative Claiming process in the California Welfare and  
Institutions Code Section 14132.47(c) (1); and

WHEREAS, the goal of the School-based Medi-Cal Administrative  
Activities (SMAA) Program is to improve the availability and  
accessibility of Medi-Cal services to Medi-Cal eligible and

1 potentially eligible individuals, and their families where  
2 appropriate, served by the SUPERINTENDENT and participating LEA'S; and

3 WHEREAS, DISTRICT is providing School-based Medi-Cal  
4 Administrative Activities and wishes to participate in the School-  
5 based Medi-Cal Administrative Activities Program.

6 NOW, THEREFORE, the Parties hereby agree as follows:

7 1.0 TERM. The term of this AGREEMENT shall be for a period of one  
8 (1) year commencing on July 1, 2018, and ending on June 30, 2019,  
9 subject to termination as set forth in this AGREEMENT.

10 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

11 a. Responsibilities of SUPERINTENDENT and DISTRICT will be  
12 amended as necessary to comply with all Federal, state  
13 and SUPERINTENDENT'S program requirements.

14 b. "Certify" to the STATE the amount of DISTRICT'S general  
15 funds or any other funds allowed under Federal law and  
16 regulation expended on the allowable "Program  
17 activities".

18 c. Certify to the STATE the availability and expenditure of  
19 one hundred percent (100%) of the non-Federal cost of  
20 performing Program activities.

21 d. Certify to the STATE that DISTRICT expenditures represent  
22 costs that are eligible for Federal financial  
23 participation for that fiscal year.

24 e. Act as liaison between STATE and DISTRICT.

25 f. As mandated, provide a software platform through a third  
party vendor, through which the DISTRICT shall utilize

1 the Random Moment Time Survey (RMTS) process. Although  
2 the SUPERINTENDENT will make every reasonable effort to  
3 facilitate the use of the software platform, the  
4 SUPERINTENDENT is not responsible for problems resulting  
5 from software platform or system errors.

6 g. Represent DISTRICT'S issues, concerns, and questions at  
7 scheduled statewide LEC Advisory Committee meetings,  
8 STATE meetings, and SMAA Program work groups.

9 h. As mandated by STATE, attend STATE trainings.

10 i. Conduct Region 9 LEC DISTRICT SMAA Coordinator meetings  
11 and trainings.

12 j. On behalf of STATE, provide STATE approved training  
13 materials and updates to DISTRICT.

14 k. On behalf of STATE, provide program technical assistance.

15 l. Code all RMTS moments and make available to the DISTRICT  
16 its RMTS results.

17 m. Review and submit the Random Moment Time Survey (RMTS)  
18 quarterly invoice to the STATE on behalf of the DISTRICT  
19 and convey to the DISTRICT by warrant all funds received  
20 on behalf of DISTRICT from the STATE less any amount due  
21 the SUPERINTENDENT as defined in Section 5.0 of this  
22 AGREEMENT. No funds will be conveyed to DISTRICT for  
23 invoices that have been disallowed by the STATE.

24 n. Offer the DISTRICT the option of the LEC preparing the  
25 RMTS quarterly invoice for a mutually agreed to additional  
fee (See Appendix "C").

- 1 o. If necessary, assist the DISTRICT with the calculation of  
2 the LEA Medi-Cal Eligibility Rate or "Data Match  
3 percentage" from student data submitted by the DISTRICT.
- 4 p. Review DISTRICT'S quarterly invoice documents for  
5 accuracy and completeness and request corrections if  
6 necessary.
- 7 q. Review corrected documents for compliance with rules and  
8 regulations; work with DISTRICT to resolve any outstanding  
9 matters that prevent SUPERINTENDENT'S certification of  
10 claim.
- 11 r. Provide DISTRICT access to STATE SMAA Appeal Process upon  
12 request.
- 13 s. Appeal DISTRICT decision or action through the STATE SMAA  
14 Appeal Process if necessary.
- 15 t. Monitor compliance of DISTRICT with all Federal, STATE,  
16 and SUPERINTENDENT'S Program requirements.
- 17 u. Designate an employee to act as liaison to DISTRICT  
18 regarding issues relating to this AGREEMENT.

19 3.0 RESPONSIBILITIES OF DISTRICT.

- 20 a. Responsibilities of SUPERINTENDENT and DISTRICT will be  
21 amended as necessary to comply with all Federal, STATE  
22 and SUPERINTENDENT'S program requirements.
- 23 b. RMTS software platform may be accessed only by employees  
24 of the DISTRICT for RMTS purposes. DISTRICT agrees to  
25 comply with the confidentiality and other requirements  
associated with use of the RMTS software platform.

1 DISTRICT shall be responsible for any unauthorized use  
2 and understands that the DISTRICT may be held liable.

3 c. Quarterly assess SMAA claiming potential within the  
4 DISTRICT and determine which staff perform SMAA activities  
5 and will participate in the Random Moment Time Survey  
6 (RMTS) and what direct charges, if applicable, will be  
7 claimed.

8 d. Certify to the SUPERINTENDENT and STATE the amount of  
9 DISTRICT'S general funds or any other funds allowed under  
10 Federal law and regulations expended on the allowable  
11 "Program activities".

12 e. Comply fully with all Title XIX Federal, STATE, and  
13 SUPERINTENDENT'S Program requirements.

14 f. Certify to SUPERINTENDENT and STATE the availability and  
15 expenditure, from allowable non-Federal funding sources,  
16 of one hundred percent (100%) of the cost of performing  
17 Program activities.

18 g. Certify to SUPERINTENDENT and STATE expenditures  
19 represent costs that are eligible for Federal financial  
20 participation for that fiscal year.

21 h. If subcontracting for certain administrative activities,  
22 provide SUPERINTENDENT with a copy of the DISTRICT'S  
23 contract with vendor. DISTRICT may include vendor's  
24 allowable costs on its invoice, to the extent that same  
25 tasks are not performed by the SUPERINTENDENT and with

1 the understanding that the total vendor fees cannot exceed  
2 fifteen percent (15%).

3 i. Ensure that DISTRICT'S designated SMAA Coordinator  
4 attends quarterly Region 9 LEC SMAA Coordinators trainings  
5 and meetings.

6 j. Adhere to timelines established by the STATE and  
7 SUPERINTENDENT for completion of Program documentation  
8 (e.g., Program invoices, Random Moment Time Survey (RMTS)  
9 Rosters, reports, etc.). Respond in a timely manner to  
10 all STATE and SUPERINTENDENT requests for information and  
11 documentation.

12 k. Respond to SUPERINTENDENT reviews with information and  
13 corrected documents upon request.

14 l. Work with SUPERINTENDENT to resolve any outstanding  
15 matters.

16 m. Appeal SUPERINTENDENT'S decision through the STATE SMAA  
17 LEA Appeal Process if necessary.

18 n. Complete quarterly Random Moment Time Survey (RMTS), as  
19 required by the Centers for Medicare and Medicaid Services  
20 (CMS), to determine the amount of paid time spent on  
21 Program claimable activities.

22 o. DISTRICT will maintain a minimum response rate of eighty-  
23 five percent (85%) of the moments assigned per time study  
24 quarter. If DISTRICT is unable to maintain the required  
25 response rate, DISTRICT will have sanctions applied

1 according to the School-based Medi-Cal Administrative  
2 Activities (SMAA) Manual.

3 p. Develop and maintain at the DISTRICT an Operational  
4 Plan/Audit File to include at a minimum the following:

- 5 • Training materials.
- 6 • Random Moment Time Survey (RMTS) Time Survey  
7 Participant (TSP) Roster Reports and other  
8 documentation, including validation of time  
9 survey participant attendance.
- Time certification and supporting documentation  
10 for direct charge staff.
- Position Descriptions/Duty Statements.
- Medi-Cal Percentage documentation.
- Invoice documents and supporting documentation.
- Contracts/MOU.
- Organizational Charts.
- School Calendar.
- Resource Directories and outreach materials.
- Program review documentation.

11 q. Prepare and certify School-based MAA invoices to the LEC  
12 in conformance with STATE requirements and timelines.

13 r. Provide SUPERINTENDENT with copies of SMAA invoice  
14 supporting documentation upon request.

15 s. DISTRICT agrees to maintain and preserve, documentation  
16 for a period of not less than five years after termination  
17 of Agreement Number 46232 and final payment from  
18 Department of Health Care Services (DHCS) to  
19 SUPERINTENDENT, to permit Department of Health Care  
20 Services (DHCS) or any duly authorized representative, to  
21 have access to examine or audit any pertinent books,  
22 documents, papers and records related to this AGREEMENT  
23  
24  
25

1 and to allow interviews of any employee who might  
2 reasonably have information related to such records.

3 t. If DISTRICT'S AGREEMENT is in excess of Ten thousand  
4 dollars (\$10,000.00), DISTRICT shall agree and comply with  
5 the following terms and conditions:

6 1. Maintain books, records, documents, and other  
7 evidence, accounting procedures and practices,  
8 sufficient to properly reflect all direct and  
9 indirect costs of whatever nature claimed to  
10 have been incurred in the performance of this  
11 AGREEMENT, including any matching costs and  
12 expenses. The foregoing constitutes "records"  
13 for the purpose of this provision.

14 2. DISTRICT'S facility or office or such part  
15 thereof as may be engaged in the performance of  
16 this AGREEMENT and its records shall be subject  
17 at all reasonable times to inspection, audit,  
18 and reproduction.

19 3. The Department of Health Care Services (DHCS),  
20 the Department of General Services, the Bureau  
21 of State Audits, or their designated  
22 representatives including the Comptroller  
23 General of the United States shall have the  
24 right to review and to copy any records and  
25 supporting documentation pertaining to the  
performance of this AGREEMENT. DISTRICT agrees

1 to allow the auditor(s) access to such records  
2 during normal business hours and to allow  
3 interviews of any employees who might reasonably  
4 have information related to such records.  
5 Further, DISTRICT agrees to include a similar  
6 right of the STATE to audit records and  
7 interview staff related to performance of this  
8 AGREEMENT.

- 9 4. Preserve and make available its records (1) for  
10 a period of five (5) years from the date of final  
11 payment under this AGREEMENT, and (2) for such  
12 longer period, if any, as required by applicable  
13 statute, by any other provision of this  
14 AGREEMENT, or by subparagraphs (a) or (b) below:

15 (a) If this AGREEMENT is completely or partially  
16 terminated, the records relating to the  
17 work terminated shall be preserved and  
18 made available for a period of five (5)  
19 years from the date of resulting final  
20 settlement.

21 (b) If any litigation, claim, negotiation,  
22 audit, or other action involving the  
23 records has been started before the  
24 expiration of the five-year period, the  
25 records shall be retained until completion  
of the action and resolution of all issues

1 which arise from it, or until the end of  
2 the regular five-year period, whichever is  
3 later.

4 5. DISTRICT shall comply with the above  
5 requirements and be aware of the penalties for  
6 violations of fraud and for obstruction of  
7 investigation as set forth in Public Contract  
8 Code §10115.10, if applicable.

9 6. DISTRICT, may at its discretion, following  
10 receipt of final payment under this AGREEMENT,  
11 reduce its accounts, books and records related  
12 to this AGREEMENT to microfilm, computer disk,  
13 CD ROM, DVD, or their data storage medium. Upon  
14 request by an authorized representative to  
15 inspect, audit or obtain copies of said records,  
16 DISTRICT must supply or make available  
17 applicable devices, hardware, and/or software  
18 necessary to view, copy and/or print said  
19 records. Applicable devices may include, but  
20 are not limited to microfilm readers and  
21 microfilm printers, etc.

22 u. The STATE, through any authorized representatives, has  
23 the right at all reasonable times to inspect or otherwise  
24 evaluate the work performed or being performed hereunder  
25 and the premises in which it is being performed. If any  
inspection or evaluation is made of the premises of

1 DISTRICT, DISTRICT shall provide all reasonable  
2 facilities and assistance for the safety and convenience  
3 of the authorized representative in the performance of  
4 their duties. All inspections and evaluations shall be  
5 performed in such a manner as will not unduly delay the  
6 work.

7 v. In the event an invoice is revised or is disallowed by  
8 the STATE, agree to reimburse SUPERINTENDENT within thirty  
9 (30) days of receipt of an invoice from SUPERINTENDENT  
10 evidencing SUPERINTENDENT'S payment to the STATE for  
11 DISTRICT'S revised or disallowed invoice.

12 w. Ensure no duplicative billings.

13 x. Hold SUPERINTENDENT harmless from any Federal  
14 disallowance of SMAA claim payments made to DISTRICT by  
15 the STATE.

16 y. Designate an employee to act as a liaison with  
17 SUPERINTENDENT to provide DISTRICT specific information  
18 relative to SMAA Program administration and fiscal issues.

19 z. If necessary, provide SUPERINTENDET with student data  
20 files required for the calculation of the LEA Medi-Cal  
21 Eligibility Rate or "Data Match percentage".

22 aa. Complete and return with the fully executed AGREEMENT,  
23 SUPERINTENDENT'S School-based Medi-Cal Administrative  
24 Activities (SMAA) District Information 2018-2019 form,  
25 Appendix "A", the School-based Medi-Cal Administrative  
Activities (SMAA) LEC Fee Information 2018-2019 form,

1                   Appendix "C" and Certification Regarding Lobbying form,  
2                   Appendix "D", attached hereto and incorporated by  
3                   reference herein.

4 4.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of  
5 DISTRICT'S responsibilities outlined in Section 3.0 of this AGREEMENT  
6 and after SUPERINTENDENT has received reimbursement from the STATE for  
7 DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT shall convey to  
8 DISTRICT by warrant, all funds received on behalf of DISTRICT from the  
9 STATE less any amount due the SUPERINTENDENT and STATE as determined  
10 in Section 5.0 below. No funds will be conveyed to DISTRICT for  
11 invoices that have been revised or disallowed by the STATE or Federal.  
12 Payment to DISTRICT shall be made within forty-five (45) days of  
13 receipt and reconciliation of STATE funds by SUPERINTENDENT.

14 5.0 FEE SCHEDULE.

15       a.     State RMTS Software Platform Fee. DISTRICT will be  
16             responsible for DISTRICT'S share of the State RMTS  
17             Software Platform Fee, which is based on the DISTRICT'S  
18             actual cost of utilizing the State RMTS Software Platform  
19             through a third party administrator selected by the Region  
20             9 LEC for the Random Moment Time Survey. SUPERINTENDENT  
21             will bill DISTRICT for DISTRICT'S share of the software  
22             platform fees as described in the School-based Medi-Cal  
23             Administrative Activities (SMAA) RMTS Fee Information  
24             2018-2019 form, Appendix "B", attached hereto and  
25             incorporated by reference herein.

1           b. SUPERINTENDENT'S LEC Fees.

2                   1.     After SUPERINTENDENT has received reimbursement  
3                             from the STATE for DISTRICT'S quarterly SMAA  
4                             claim(s), SUPERINTENDENT will transfer to  
5                             DISTRICT an amount equal to the Federal share  
6                             of cost received as reimbursement for DISTRICT'S  
7                             SMAA claim submitted by DISTRICT, less four and  
8                             one-half percent (4.5%) fee per quarterly claim  
9                             which will be used to support SUPERINTENDENT'S  
10                            SMAA administration. The four and one-half  
11                            percent (4.5%) fee may be amended as necessary  
12                            to support compliance with all Federal, STATE  
13                            and SUPERINTENDENT'S program requirements. LEC  
14                            fee will include DISTRICT'S share of the STATE  
15                            Participation Fee, which is based on the STATE'S  
16                            cost for administering the SMAA claiming  
17                            process.

18                   2.     Optional Services. If the DISTRICT selects the  
19                             option of having the LEC prepare the RMTS  
20                             quarterly invoice, an additional two percent  
21                             (2.0%) will be added to the LEC Fee percentage  
22                             mentioned in 5.b.1 above, but billed separately.  
23                             SUPERINTENDENT will provide Optional Services  
24                             upon written request of DISTRICT (See Appendix  
25                             "C").

1 c. The obligations of SUPERINTENDENT and DISTRICT under this  
2 AGREEMENT are contingent upon the availability of funds  
3 furnished by the United States Government and the State  
4 of California. In the event that such funding is  
5 terminated or reduced, this AGREEMENT may be terminated,  
6 and SUPERINTENDENT'S and DISTRICT'S fiscal obligations  
7 hereunder shall be limited to a pro-rated amount of  
8 funding actually received by the SUPERINTENDENT and  
9 DISTRICT from the United States Government and the State  
10 of California under this AGREEMENT. SUPERINTENDENT shall  
11 provide DISTRICT written notification of such  
12 termination. Notice shall be deemed given when received  
13 by the DISTRICT or no later than three (3) days after the  
14 day of mailing, whichever is sooner. Complete and return  
15 with the fully executed AGREEMENT, SUPERINTENDENT'S  
16 School-based Medi-Cal Administrative Activities (SMAA)  
17 District Information 2018-2019 form, Appendix "A", the  
18 School-based Medi-Cal Administrative Activities (SMAA)  
19 LEC Fee Information 2018-2019 form, Appendix "C" and  
20 Certification Regarding Lobbying form, Appendix "D",  
21 attached hereto and incorporated by reference herein.

22 6.0 FEDERAL CLAIMING.

23 a. TITLE 31 - Money and Finance, Subtitle V - General  
24 Assistance Administration, Chapter 75 - Requirements for  
25 Single Audits, Section 7502 requires each pass through  
entity provide the sub-recipient program names and any

1 identifying numbers from which such assistance is derived.  
2 The Catalog of Federal Domestic Assistance (CFDA) number  
3 for this Federal program is 93.778, Medical Assistance  
4 Program (Medi-Cal).

5 b. A "Vendor" means a dealer, distributor, merchant, or other  
6 seller providing goods or services that are required for  
7 the conduct of a Federal program. These goods or services  
8 may be for an organization's own use or for the use of  
9 beneficiaries of the Federal program. Additional guidance  
10 on distinguishing between a sub-recipient and a vendor is  
11 provided in OMB Circular A-133.

12 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of  
13 this AGREEMENT, shall be and act as an independent contractor.  
14 SUPERINTENDENT understands and agrees that he/she and all of his/her  
15 employees shall not be considered officers, employees or agents of the  
16 DISTRICT, and are not entitled to benefits of any kind or nature  
17 normally provided employees of the DISTRICT and/or to which DISTRICT'S  
18 employees are normally entitled, including, but not limited to, State  
19 Unemployment Compensation or Workers' Compensation. SUPERINTENDENT  
20 assumes full responsibility for the acts and/or omissions of his/her  
21 employees or agents as they relate to the services to be provided  
22 under this AGREEMENT. SUPERINTENDENT shall assume full responsibility  
23 for payment of all Federal, STATE and local taxes or contributions,  
24 including unemployment insurance, social security and income taxes  
25 with respect to SUPERINTENDENT'S employees.

1 8.0 COPYRIGHT. DISTRICT understands and agrees that all forms, plans,  
2 and related instructional materials developed by SUPERINTENDENT or  
3 DISTRICT under this AGREEMENT shall become the exclusive property of  
4 the Department of Health Care Services. The Department of Health Care  
5 Services shall have all right, title and interest in said matters,  
6 including the right to secure and maintain the copyright, trademark  
7 and/or patent all forms and related instructional materials developed  
8 under this AGREEMENT.

9 9.0 HOLD HARMLESS.

10 a. SUPERINTENDENT hereby agrees to indemnify, defend, and  
11 hold harmless DISTRICT, its Governing Board, and its  
12 officers, agents, and employees from liability and claims  
13 of liability for bodily injury, personal injury, sickness,  
14 disease, or death of any person or persons, or damage to  
15 any property, real, personal, tangible or intangible,  
16 arising out of the negligent acts or omissions of  
17 employees, agents or officers of SUPERINTENDENT or the  
18 Orange County Board of Education during the term of this  
19 AGREEMENT.

20 b. DISTRICT hereby agrees to indemnify, defend, and hold  
21 harmless SUPERINTENDENT, the Orange County Board of  
22 Education, and its officers, agents, and employees from  
23 liability and claims of liability for bodily injury,  
24 personal injury, sickness, disease, or death of any person  
25 or persons, or damage to any property, real, personal,  
tangible or intangible, arising out of the negligent acts

1 or omissions of employees, agents or officers of DISTRICT  
2 during the term of this AGREEMENT.

3 10.0 CONFIDENTIALITY.

4 a. SUPERINTENDENT and DISTRICT shall maintain  
5 confidentiality of their respective records and  
6 information, governing the confidentiality of client or  
7 student information for Medi-Cal clients served under this  
8 AGREEMENT. Applicable laws include, but are not limited  
9 to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section 431.300,  
10 Welfare and Institutions Code, Section 14100.2 and 22  
11 California Code of Regulations Section 51009 and all  
12 applicable Federal and/or STATE laws or regulations as  
13 each may now exist or be hereafter amended. The  
14 confidentiality obligations contained in this section  
15 shall survive termination of this AGREEMENT.

16 b. DISTRICT understands and agrees to take all reasonable  
17 steps to avoid unauthorized disclosure of any of  
18 SUPERINTENDENT'S agents' proprietary data provided for  
19 purposes of this AGREEMENT hereinafter defined as data  
20 file specifications, related instructions, management  
21 reports, training materials, plans or other information  
22 relating to the performance of SUPERINTENDENT'S agents  
23 services hereunder, disclosed by SUPERINTENDENT to  
24 DISTRICT pursuant to this AGREEMENT. DISTRICT shall not  
25 during or after the term of this AGREEMENT, permit the  
copying, duplication, or use of any of SUPERINTENDENT'S

1 agents' proprietary data by or to any person other than  
2 authorized employees, agents or representatives of  
3 DISTRICT.

4 11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort  
5 to assure that the information supplied to SUPERINTENDENT hereunder  
6 shall be true, complete, and accurate in all respects. DISTRICT shall  
7 assume sole responsibility for the truth, completeness and accuracy  
8 of all information supplied to SUPERINTENDENT and agrees that  
9 SUPERINTENDENT shall have no responsibility or liability for the  
10 truth, completeness or accuracy of any information submitted by  
11 DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify  
12 SMAA invoice(s) that do not comply with STATE and Federal SMAA  
13 requirements.

14 12.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable for  
15 damages or losses to DISTRICT employees, agents, independent  
16 contractors or students relating to lost medical services or lost data  
17 under this AGREEMENT. SUPERINTENDENT shall not be liable for any sums  
18 DISTRICT does not obtain in reimbursement from the STATE, or for any  
19 incidental, indirect, special or consequential damages to DISTRICT  
20 arising from the denial of any request for reimbursement from the  
21 STATE.

22 13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this  
23 AGREEMENT shall not be assigned by the DISTRICT without prior written  
24 approval of SUPERINTENDENT.

25 14.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein  
must meet the approval of the DISTRICT and shall be subject to the

1 DISTRICT'S general right of inspection to secure the satisfactory  
2 completion thereof. SUPERINTENDENT and DISTRICT agree to comply with  
3 all Federal, STATE and local laws, rules, regulations and ordinances  
4 that are now or may in the future become applicable to SUPERINTENDENT  
5 or DISTRICT'S, equipment and personnel engaged in operations covered  
6 by this AGREEMENT or accruing out of the performance of such  
7 operations.

8 15.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. **DISTRICT**  
9 **shall complete and return with the fully executed AGREEMENT the**  
10 **Certification Regarding Lobbying form, Appendix "D", attached hereto**  
11 **and incorporated by reference herein,** that the DISTRICT has not made,  
12 and will not make, any payment prohibited by Item 1 of the  
13 Certification Regarding Lobbying form.

14 16.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this  
15 AGREEMENT, DISTRICT certifies to the best of its knowledge and belief,  
16 that it:

- 17 a. Is not presently debarred, suspended, proposed for  
18 debarment, declared ineligible, or voluntarily excluded  
19 by any federal department or agency;
- 20 b. Has not within a three-year period preceding this  
21 AGREEMENT been convicted of or had a civil judgement  
22 rendered against them for commission of fraud or a  
23 criminal offense in connection with obtaining, attempting  
24 to obtain, or performing a public (Federal, STATE or  
25 local) transaction or contract under a public transaction;  
violation of Federal or STATE antitrust statutes or

1 commission of embezzlement, theft, forgery, bribery,  
2 falsification or destruction of records, making false  
3 statements, or receiving stolen property.

4 c. Is not presently indicted for or otherwise criminally or  
5 civilly charged by a government entity (Federal, STATE or  
6 local) with commission of any of the offenses enumerated  
7 in Section 16.0(b) herein; and

8 d. Has not within a three-year period preceding this  
9 AGREEMENT had one or more public transactions (Federal,  
10 STATE or local) terminated for cause or default.

11 e. The terms and definitions herein have the meanings set  
12 out in the Definitions and Coverage sections of the rules  
13 implementing Federal Executive Order 12549.

14 f. If DISTRICT is unable to certify to any of the statements  
15 in this certification, DISTRICT shall submit an  
16 explanation to SUPERINTENDENT.

17 g. If DISTRICT knowingly violates this certification, in  
18 addition to other remedies available to the Federal  
19 Government, the Department of Health Care Services (DHCS)  
20 may terminate this AGREEMENT for cause or default.

21 17.0 HIPAA. DISTRICT agrees to inform all students and faculty of the  
22 importance of complying with all relevant State and Federal  
23 confidentiality laws, including the Health Insurance Portability and  
24 Accountability Act of 1996 (HIPPA) to the extent applicable. In  
25 addition, DISTRICT agrees to provide students and faculty with training  
in the requirements of the privacy and security provisions of HIPAA

1 and to advise them of the importance of complying with Facility's  
2 policies and procedures relative to HIPAA.

3 18.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,  
4 SUPERINTENDENT and DISTRICT agree that they shall not engage nor employ  
5 any unlawful discriminatory practices in employment of personnel or in  
6 any other respect on the basis of sex, race, color, ethnicity, national  
7 origin, ancestry, religion, age, marital status, medical condition,  
8 sexual orientation, physical or mental disability or any other  
9 protected group in accordance with the requirements of all applicable  
10 Federal or STATE law.

11 19.0 TOBACCO USE POLICY. In the interest of public health,  
12 SUPERINTENDENT provides a tobacco-free environment. Smoking or the use  
13 of any tobacco products are prohibited in buildings and vehicles, and  
14 on any property owned, leased or contracted for by the SUPERINTENDENT  
15 pursuant to SUPERINTENDENT' Policy 400.15. Failure to abide with  
16 conditions of this policy could result in the termination of this  
17 AGREEMENT.

18 20.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with  
19 or without cause, terminate this AGREEMENT with the giving of thirty  
20 (30) days prior written notice to the other party. However, once  
21 SUPERINTENDENT has submitted a RMTS Roster Report to the Department  
22 of Health Care Services (DHCS), according to the School-based Medi-  
23 Cal Administrative Activities (SMAA) Manual, DISTRICT may not  
24 terminate until the next quarter survey period.

25 21.0 NOTICE. All notices or demands to be given under this AGREEMENT  
by either party to the other shall be in writing and given either by:

1 (a) personal service or (b) by U.S. Mail, mailed either by registered  
2 or certified mail, return receipt requested, with postage prepaid.  
3 Service shall be considered given when received if personally served  
4 or if mailed on the third day after deposit in any U.S. Post Office.  
5 The address to which notices or demands may be given by either party  
6 may be changed by written notice given in accordance with the notice  
7 provisions of this section. As of the date of this AGREEMENT, the  
8 addresses of the parties are as follows:

9           DISTRICT:    San Ysidro School District  
                          4350 Otay Mesa Road  
10                        San Ysidro, California 92173  
                          Attn: \_\_\_\_\_

11           SUPERINTENDENT:   Orange County Superintendent of Schools  
12                                200 Kalmus Drive  
                              Costa Mesa, California 92626  
13                                Attn: Patricia McCaughey

14 22.0 NON WAIVER.   The failure of SUPERINTENDENT or DISTRICT to seek  
15 redress for violation of, or to insist upon, the strict performance  
16 of any term or condition of this AGREEMENT shall not be deemed a waiver  
17 by that party of such term or condition, or prevent a subsequent  
18 similar act from again constituting a violation of such term or  
19 condition.

20 23.0 SEVERABILITY.   If any term, condition or provision of this  
21 AGREEMENT is held by a court of competent jurisdiction to be invalid,  
22 void, or unenforceable, the remaining provisions will nevertheless  
23 continue in full force and effect, and shall not be affected, impaired  
24 or invalidated in any way.  
25

1 24.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall  
2 be governed by the laws of the State of California with venue in Orange  
3 County, California.

4 25.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
5 attached hereto constitute the entire agreement among the Parties to  
6 it and supercedes any prior or contemporaneous understanding or  
7 agreement with respect to the services contemplated, and may be amended  
8 only by a written amendment executed by both Parties to the AGREEMENT.

9 IN WITNESS WHEREOF, the Parties hereto set their hands.

10 DISTRICT: SAN YSIDRO SCHOOL  
11 DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

12 BY: \_\_\_\_\_  
13 Authorized Signature

BY: \_\_\_\_\_  
Authorized Signature

14 PRINTED NAME: \_\_\_\_\_

PRINTED NAME: Patricia McCaughey

15 TITLE: \_\_\_\_\_

TITLE: Administrator

DATE: \_\_\_\_\_

DATE: May 7, 2018

16 \_\_\_\_\_  
17 FEDERAL IDENTIFICATION NUMBER  
18  
19  
20

21 San Ysidro SD(46232)-SMAA 2018-2019  
22 ZIP4  
23  
24  
25



**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)  
 DISTRICT INFORMATION  
 2018-2019**

**1 DISTRICT/SCHOOL**

\_\_\_\_\_  
*District/School Name* *County*

Claiming Unit: \_\_\_\_\_  
*If different than name above.*

**2 DISTRICT SMAA COORDINATOR**

\_\_\_\_\_  
*Name* *District Job Title*

\_\_\_\_\_  
*Street Address* *City, State, Zip*

\_\_\_\_\_  
*Mailing Address (if different than street address)* *City, State, Zip*

\_\_\_\_\_  
*Phone (please include extension)* *Fax* *Email*

Check the box for this person to:  have access to the RMTS system  
 receive RMTS late notifications

**3 SUPERVISOR OF DISTRICT SMAA COORDINATOR**

\_\_\_\_\_  
*Name* *District Job Title*

\_\_\_\_\_  
*Phone (please include extension)* *Fax* *Email*

Check the box for this person to:  be included in all program communications  
 have access to the RMTS system  
 receive RMTS late notifications

**4. ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (1)**

\_\_\_\_\_  
*Name* *District Job Title*

\_\_\_\_\_  
*Phone (please include extension)* *Fax* *Email*

Check the box for this person to:  be included in all program communications  
 have access to the RMTS system  
 receive RMTS late notifications

**SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)  
DISTRICT INFORMATION  
2018-2019**

**ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (2)**

<hr/> <i>Name</i>	<hr/> <i>District Job Title</i>
<hr/> <i>Phone (please include extension)</i>	<hr/> <i>Fax</i>
	<hr/> <i>Email</i>

Check the box for this person to:

- be included in all program communications
- have access to the RMTS system
- receive RMTS late notifications

**5. ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE**

<hr/> <i>Name</i>	<hr/> <i>District Job Title</i>
<hr/> <i>Phone (please include extension)</i>	<hr/> <i>Fax</i>
	<hr/> <i>Email</i>

Check the box for this person to:

- be included in all program communications
- have access to the RMTS system

**6. SMAA INVOICE SUBCONTRACTOR/THIRD-PARTY VENDOR**

<hr/> <i>Company Name</i>	
<hr/> <i>Contact</i>	<hr/> <i>Contact Job Title</i>
<hr/> <i>Mailing Address</i>	<hr/> <i>City, State, Zip</i>
<hr/> <i>Phone</i>	<hr/> <i>Fax</i>
	<hr/> <i>Email</i>

---

**PRINTED NAME OF PERSON FILLING OUT FORM**                      **JOB CLASSIFICATION TITLE**

---

**DATE**

**SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)  
STATE RMTS FEE INFORMATION  
2018-2019**

**State RMTS Software Platform Fee**

DISTRICT will be responsible for DISTRICT'S share of the State RMTS Software Platform Fee, which is based on the DISTRICT'S actual cost of utilizing the State RMTS Software Platform through a third party administrator selected by the Region 9 LEC for the Random Moment Time Study. SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the software platform fees. The DISTRICT'S share of the software platform fees may be included in the DISTRICT's claim for reimbursement based on actual costs paid.

Current third party administrator under contract with SUPERINTENDENT is Public Consulting Group Inc. (PCG). RMTS Software Platform Fees are structured on a quarterly Time Survey Participant (TSP) rate based on the actual count of TSPs by district in the PCG RMTS system at the time of sample generation prior to the start of each fiscal quarter. Since the California Department of Health Care Services (DHCS) does not require a time study for FY quarter 1, the July-September quarter, these charges will be half the rate of the quarterly fee and based on the district's prior quarter participant count.

<b>FY Quarter</b>	<b>Quarterly Participant Rate</b>
FY Q1: July - September	\$0.67/participant/quarter
FY Q2: October – December	\$1.34/ participant/quarter
FY Q3: January – March	\$1.34/ participant/quarter
FY Q4: April – June	\$1.34/ participant/quarter

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)  
LEC FEE INFORMATION  
2018-2019**

**SUPERINTENDENT'S LEC Fee for Administrative Support**

After SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT will transfer to DISTRICT an amount equal to the Federal share of cost received as reimbursement for DISTRICT'S SMAA claim submitted by DISTRICT, less four and one-half percent (4.5%) fee per quarterly claim which will be used to support SUPERINTENDENT'S SMAA administration. The four and one-half percent (4.5%) LEC fee may be amended as necessary to support compliance with all Federal, STATE and SUPERINTENDENT'S program requirements.

Included in the LEC fee is the DISTRICT'S share of the STATE Participation Fee assessed to each LEC region, based on the STATE'S cost for administering the SMAA claiming process. Also, if needed, the SUPERINTENDENT will assist the DISTRICT with the calculation or transmission of student data files to the DHCS for calculation of the Medi-Cal Eligibility Rate or "Data Match percentage".

**SUPERINTENDENT'S OPTIONAL SERVICES Fee**

The following optional service is being offered to support and provide an additional option for participating districts regarding the preparation of the SMAA program's invoice claims. If the DISTRICT selects the optional service, an additional two percent (2.0%) will be in addition to the LEC Fee percentage but billed separately by the SUPERINTENDENT so that the DISTRICT may submit the optional service costs for claim reimbursement based on actual costs paid.

SUPERINTENDENT will create and provide to DISTRICT a fiscal workbook to assist in gathering and preparing the fiscal information required to complete the SMAA invoice claim. The Time Study Participant pool lists and RMTS results will be integrated with the fiscal workbook which will reduce data entry and support consistency of information. SUPERINTENDENT will prepare SMAA invoice claims in accordance with program guidelines approved by DHCS, based on information supplied by the DISTRICT for each fiscal quarter during the Term of the Agreement. SUPERINTENDNET will establish and maintain a secure file transfer protocol (SFTP) site for the transmission of all fiscal related documentation. Once notified that claims have been prepared and are ready for district's review, the DISTRICT will print, sign

and submit final invoice claim to SUPERINTENDENT for final review, audit and submission to DHCS for processing.

SUPERINTENDENT will provide annual training to the DISTRICT SMAA Coordinator and relevant finance/business office staff.

Please indicate below, the DISTRICT's response to the optional service being offered and return with the fully executed AGREEMENT.

Optional Service		Effective Date
<input type="checkbox"/> YES	<input type="checkbox"/> NO	July 1, 2018 – June 30, 2019

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
District Name

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency of the United States Government, a Member of Congress in connection with the making, awarding or entering into this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL., 'Disclosure of Lobbying Activities' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contractors, sub-grants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DISTRICT: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Signature

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Human Resources  
Daniel Zummo, Executive Director

**INITIAL:** DZ  
 Informational  
 Action

**AGENDA ITEM:** SAN DIEGO COUNTY OFFICE OF EDUCATION BTSA INDUCTION PROGRAM DISTRICT AGREEMENT

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**BACKGROUND INFORMATION:**

The San Ysidro School District will enter into an agreement with the San Diego County Office of Education BTSA Induction Program to provide support to preliminary credential holders who are working towards a clear credential.

**RECOMMENDATION:**

Approve the San Diego County Office of Education – BTSA Induction Program District Agreement for the 2018-2019 school year.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Goal #1: Student Achievement – 1.5 Staffing

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: [Signature]

Financial Implications?

Are funds for this item available in the 2018-2019 Budget?

Requisition #

Yes     No

Yes     No

See table  
(Amount)

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

--  
(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

[Signature]  
Gina A. Potter, Ed.D.  
Superintendent

SERVICES AGREEMENT BETWEEN  
SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS  
AND

San Ysidro School District

This Agreement is made and entered into by the San Ysidro School District, hereinafter referred to as DISTRICT, and San Diego County Superintendent of Schools, hereinafter referred to as SDCOE.

1. PURPOSE & SCOPE. SDCOE will provide Teacher Induction support to DISTRICT Preliminary and Level 1 credential holders. The purpose of the proposed partnership is to provide a Commission-approved program that will allow Preliminary and Level 1 credential holders to meet the renewal requirements listed on the California Preliminary and Level 1 Credential.
  - A. DISTRICT RESPONSIBILITIES UNDER THIS MOU:  
DISTRICT shall undertake the following activities:
    1. Identify eligible Participating Teachers according to State criteria for eligibility.
    2. Provide timely notification of new hires eligible for induction to the program by October 1, 2018.
    3. Follow district-approved Support Provider selection procedures, understanding that the best match is by school/grade level/content.
    4. Ensure all Support Providers understand their responsibilities to, and the requirements of, the SDCOE Teacher Induction Program outlined in the Support Provider Memorandum of Understanding, including mandatory attendance to training for all new Support Providers.
    5. Provide release time for Support Providers, as needed, to observe Participating Teachers as required by program completion requirements.
    6. Provide release time for Participating Teachers to complete the two required classroom observations – one time in the Fall and one time in the Spring.
    7. Upon request, participate in the evaluation of the SDCOE Teacher Induction Program.
    8. Identify a District Administrator to attend Advisory Committee meetings and participate in required accreditation activities.
    9. If DISTRICT has six or more Participating Teachers enrolled in the program, the district will identify a District Lead as the liaison between the district and the SDCOE Teacher Induction Program. The District Lead will:
      - a) Provide advice and assistance to both Support Providers and Participating Teachers.
      - b) Coordinate Support Provider/Participating Teacher pairing, verify the SDCOE pairing list, and notify SDCOE of any changes.

- c) Assist Participating Teachers and Support Providers in using Powerschool Learning (PSL) and accessing all assignments.
- d) Input and monitor grades in PSL for all Participating Teachers within the district, charter, private or non-public school. Grades are to be posted within 1 week of the SDCOE due date.
- e) Plan and facilitate Verification Meetings throughout the year.
- f) Attend all monthly District Lead meetings throughout the year. *(If I am unable to attend, I will view the recordings.)*
- g) Establish district, charter, private or non-public school due dates for all assignments prior to verification meetings.
- h) Communicate with program leadership as questions and needs arise.
- i) Notify program leadership if concerns arise about a Participating Teacher or Support Provider. This concern includes potential non-completion.
- j) Communicate with Support Providers consistently via e-mails, phone calls, meetings, etc.
- k) Facilitate end-of-the-year colloquium(s) in April or May.

**B. SDCOE RESPONSIBILITIES UNDER THIS AGREEMENT.**

SDCOE agrees to undertake the following activities:

1. Maintain Commission-approved status with the Commission on Teacher Credentialing by establishing, maintaining, and submitting accurate records required as part of the accreditation process.
2. Provide "Support Provider Skill-Building" training for new Support Providers.
3. Maintain and monitor the learning management system, Powerschool Learning (PSL), for Support Providers and Participating Teachers.
4. Support District Leads to facilitate verification and other meetings for Support Providers and Participating Teachers.
5. Recommend only those candidates who successfully complete program requirements for a clear credential.
6. Maintain communication with District Leads through regularly scheduled District Lead meetings.
7. Maintain communication with districts through regularly scheduled Advisory Committee meetings.
8. Provide compensation for a District Lead position based on supporting 6 or more Participating Teachers. This compensation is based on a sliding scale.

2. **TERM OF AGREEMENT.** The Term of Contract shall begin September 1, 2018 and shall end on August 31, 2019.

3. COMPENSATION. The total Contract cost shall be to invoice responsible party based on the option selected below:

Invoice district \$1000 per Participating Teacher per year; District will pay Support Providers.

Invoice district \$2500 per Participating Teacher per year; SDCOE will hire district-selected Support Providers as hourly limited-term employees pending completion of SDCOE's employment process, and pay up to \$1500 per Participating Teacher supported per year.

Invoice teacher \$1000 per year; District will pay Support Providers.

Invoice teacher \$2500 per year; SDCOE will hire district-selected Support Providers as hourly limited-term employees pending completion of employment process, and pay up to \$1500 per Participating Teacher support per year.

Note: District/teacher will be invoiced the full amount for any drops after December 1, 2018.

DISTRICT agrees to pay SDCOE the amount due for services provided to DISTRICT under the terms of this Agreement within 30 days of receipt of Invoice.

4. TERMINATION. This Agreement may be cancelled upon mutual written agreement between DISTRICT and SDCOE. In the event of cancellation of this Agreement, payment of fees for services provided will be immediately due and payable to SDCOE.
5. INDEPENDENT CONTRACTOR. The parties understand that each of the parties and its employees, agents, officers, and associates are an Independent Contractor and not an employee, agent, officer, or associate of the other party. Funds will be used for administrative costs. Neither party will provide fringe benefits, including health insurance, holidays, paid vacation, worker's compensation, or any other employee benefit, for the benefit of the other party or its employees, agents, officers, and associates.
6. INDEMNIFICATION. Each party hereby agrees to Indemnify, defend, and hold the other party, including its officers, agents and employees, harmless from any claim, demand, loss, claim, or damage (including reasonable attorney fees) to the Indemnified party, or to other persons or property arising out of this Agreement, or the services to be performed hereunder, to the extent that the claim, demand, loss, claim or damage is caused by the indemnifying party's breach of any obligation contained in this Agreement or the intentional or negligent act of the indemnifying party or its officers, agents, and/or employees. This indemnity shall survive termination of this Agreement.

7. TOBACCO-FREE FACILITY. SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of SDCOE property.
  
8. GOVERNING LAW/VENUE. In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.
  
9. FINAL APPROVAL. This Agreement is of no force or effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.
  
10. ENTIRE AGREEMENT. This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations, or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.
  
11. CONTACT INFORMATION.

SDCOE:

Chris Reising, Executive Director  
 Human Resources  
 6401 Linda Vista Rd.  
 San Diego, CA 92111-7319  
 Telephone: (858) 292-3588  
 Email: [creising@sdcoe.net](mailto:creising@sdcoe.net)

DISTRICT:

Daniel Zummo, Executive Director of Human Resources  
 (Name and Title of person signing for District)

4350 Otay Mesa Road  
 (Address)

San Ysidro, CA 92173  
 (Address)

(619) 428-4476  
 (Telephone number)

daniel.zummo@sysd.k12.ca.us  
 (Email)

12. COUNTERPARTS. This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement.

**SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS:**

\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
Date

Michael Simonson  
Assistant Superintendent, Business Services

**DISTRICT:**

\_\_\_\_\_  
San Ysidro School District  
District/Private/NPS or Charter School Name

\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gina A. Potter, Ed.D.  
Name (Type or Print)

Board Approved:

\_\_\_\_\_  
Superintendent  
Title

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Human Resources  
Daniel Zummo, Executive Director

**INITIAL:** DZ  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH NATIONAL UNIVERSITY – STUDENT TEACHING AND PRACTICUM PROGRAM

---

**BACKGROUND INFORMATION:**

The San Ysidro School District will enter into an agreement with National University to support the student teaching and practicum programs. National University specializes in specific areas of need including special education, school psychology and school counseling interns.

**RECOMMENDATION:**

Approve the 5-year agreement with National University for the Student Teaching and Practicum Program effective July 1, 2018 through June 30, 2023.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Goal #1: Student Achievement

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: [Signature]

Financial Implications?

Are funds for this item available in the 2018-2019 Budget?

Requisition #

Yes     No

Yes     No

(Amount)

(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

[Signature]  
Gina A. Potter, Ed.D.  
Superintendent



**NATIONAL UNIVERSITY**

**STUDENT TEACHING AND PRACTICUM AGREEMENT**

This agreement, effective on July 1<sup>st</sup>, 2018, made by and between National University, a California non-profit public benefit corporation (the "University") and San Ysidro Elementary School District a public entity (the "District"), with reference to the following facts:

**ARTICLE 1**  
**RECITALS**

1.1 Section 35160 of the California Education Code provides that the governing board of any school district may initiate and carry on any program or activity, or may otherwise act in any manner which is not in conflict with, or inconsistent with, or pre-empted by, any law and which is not in conflict with the purposes for which school districts are established.

1.2 An agreement by a school district to provide student teaching or practicum experience to students enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (the "Commission") is not inconsistent with the purposes for which schools districts are established.

1.3 The University is accredited by the Western Association of Schools and Colleges, and its education credential programs have been approved by the Commission.

1.4 The University desires that the District provide student teaching to students enrolled in the University's teacher training curricula and/or practicum experience to students enrolled in the University's student counseling and other credential curricula. The District agrees to provide such student teaching and/or practicum experience on the terms and conditions specified in this Agreement.

**ARTICLES 2**  
**DEFINITIONS**

2.1 "Student" shall refer to a student enrolled in a program at the University which is approved by the commission and which leads to an education credential

2.2 "Master Teacher" shall refer to an employee of the District holding a valid, clear teaching credential issued by the Commission typically with three or more years teaching experience.

2.3 "Student Teaching" shall refer to the active participation by a Student in the duties and functions of classroom teaching under the direct supervision and instruction of one or more Master Teachers.

2.4 "Student Teaching Assignment" shall typically refer to a full day of Student Teaching, five days a week for 12 to 18 weeks, dependent upon program. Student Teaching Assignments shall satisfy all requirements of the Commission.

2.5 "Practicum Supervisor" shall refer to an employee of the District holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the District typically with three or more years experience as a school counselor, school psychologist, school social worker, or other education specialist.

2.6 "Practicum" shall refer to the participation by a Student in the duties and functions of a school counselor, school psychologist, school social worker, or school attendance worker under the direct supervision and instruction of one or more Practicum Supervisors.

2.7 "Practicum Assignment" shall consist of between 90 and 600 hours of Practicum depending upon the specific program requirements.

2.8 "Quarter Unit" shall refer to the amount of academic credit earned by a Student through the successful completion as determined by the University of approximately 25 hours of Student Teaching or between 20 to 40 hours of Practicum.

2.9 School Site-employed supervisors must complete an orientation to the program's expectations to be knowledgeable regarding program curriculum and assessments, including the TPEs and the California Teaching Performance Assessment (CAL TPA). School Site employed supervisors are required to complete a minimum of 10 hours of initial orientation provided through National University on the program curriculum, effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the TPEs and the CAL TPA.

2.10 School Site with Student Teachers must have a fully qualified administrator.

2.11 University may request use of video capture for candidate reflection and CAL TPA completion to reflect to the extent possible Student Teacher's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards for their program. School Site shall inform Credential Student Teachers of video recording policies in place for the CAL TPA task video capture requirement.

### **ARTICLE 3** **TERMS AND CONDITIONS**

3.1 Student Teaching or Practicum. The District shall provide University students with Student Teaching and/or Practicum in schools and classes of the District under the direct supervision and instruction of a Master Teacher or Practicum Supervisor. The University and the District from time to time shall agree as to the number of students assigned to the District for Student Teaching and/or Practicum.

3.2 District Determination. The District at their sole discretion may refuse to accept, or may terminate, any Student assigned to the District for Student Teaching or Practicum based upon its good faith determination that the Student is not performing to the standards of the District. Upon written notification by the District, the University shall promptly terminate the Student's assignment to the District.

3.3 University Determination. The University shall determine the number of units of Student Teaching or Practicum each Student shall receive. Students shall be able to be eligible for more than one Student Teaching Assignment and/or Practicum Assignment at the District.

3.4 District Reimbursement. University shall reimburse the District for supervision of Student Teaching or Practicum at the completion of each semester or quarter, based on the number of units earned by the student teacher or by a predetermined amount. The university determines the rate, as set forth in "Exhibit A". The University will make such payment directly to the District. District acknowledges University Payment to Master Teachers depends on the length of supervision where long and/or short assignments are assessed on a pro-rated basis, as set forth in "Exhibit A". District shall submit an invoice based on generated report received from the University Honorarium Specialist. Stipend paid to Master Teachers is based on the amount set forth in "Exhibit A" for supervision of University Student Teachers. The total stipend amount for supervision per student shall not exceed six hundred (\$600). Upon receipt of invoice correlating to the University's Honorarium Specialist report, University shall pay the District at earliest convenience following the date the District's invoice is received.

3.6 Insurance. The District will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least \$1,000,000 for each occurrence. The District will provide the University with proof of such insurance upon execution of this Agreement. For purposes of this Agreement, each of the District and the University will provide workman's compensation insurance coverage for their own employees, and Students are not employees of either the District or the University.

University agrees to maintain at least \$1 million per occurrence and \$1 million in General Aggregate Liability Insurance coverage. University agrees to provide District with a Certificate of Insurance including an Endorsement/Additional Covered Party Amendatory Endorsement/Additional Insured naming San Ysidro Elementary School District as an additional insured party in conjunction with this Student Teaching and Practicum Agreement.

University agrees that all Students are not employees of the District and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation.

3.7 Termination of Assignment. In the event a Student Teaching Assignment or Practicum Assignment is terminated before it is completed, the District shall receive reimbursement of costs at the rate provided in Article 3.4 pro-rated to the nearest completed Quarter Unit.

3.8 Representations. The University represents that all Students assigned to the District for Student Teaching or Practicum are validly enrolled in a University credential program approved by the Commission. The University makes no other representation, express or implied, about, or assumes any responsibility for, the Student's fitness or qualification to participate in the Student Teaching or Practicum. Nothing in this Agreement shall be construed as a delegation by the District to the University of any of the District's duties and responsibilities for operation or supervision of the schools or classes of the District.

3.9 Certificate of Clearance. In accordance with California Education Code Section 44320, each credential candidate prior to assignment to District must obtain at the

expense a "Certificate of Clearance," which includes a complete Live Scan Service. The University will ensure that student's receive a Certificate prior to beginning their assignment in the district or hold a valid document issued by the CTC accounting for fingerprint clearance.

3.10 Tuberculosis Clearance. In accordance with California Education Code Section 49406, each credential candidate prior to assignment to District must obtain at the candidate's sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that he or she is free of active tuberculosis, prior to beginning the candidate's assignment in the District.

3.11 Video Assessment. District and University agree the use of video recording equipment on any District property, including but not limited to, District classrooms, is solely for the purpose of assessing student teachers as part of the credentialing process. The District shall provide University Site Support Providers with any or all applicable rules, regulations, and instructions relating to the assessment of student teachers. The University and District agree no video recording of any student teacher will occur without prior written notification of the name of the student teacher as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. Principal of the school within the District shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in section 3.12 of this agreement.

3.12 Control, Supervision, Evaluation of Video Recording. The control, supervision, evaluation, and/or direction of all student teachers and any other University personnel in connection with the assessment of the student teachers, including, but not limited to, all classroom video recording of the student teachers, shall be at the University's sole discretion.

The University and District agree no video recording of any District student shall be permitted to occur without the express written approval and authorization from the students' parent/guardian.

#### **ARTICLE 4** **GENERAL PROVISIONS**

4.1 Term. This Agreement shall commence as of the date hereof and shall expire on **June 30, 2023** or until such time as either party gives the other party written notice of its intent to terminate the Agreement. The termination of the Agreement shall be effective upon the date specified in such written notice. Provided, however, all Students receiving Student Teaching or Practicum from the District as of the date of such notice shall be permitted to complete their Student Teaching Assignment or Practicum Assignment so long as said student is not the cause of the termination of the agreement.

4.2 Attorney's Fees. In the event any party hereto commences litigation for the interpretation, specific performance, or damages for the breach of this Agreement, the prevailing party shall be entitled to a judgment or award against the other in an amount equal to reasonable attorney's fees and expenses incurred, together with all other appropriate legal or equitable relief.

4.3 Notices. All notices, demands, or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given as of the second business day after mailing by United States mail, postage pre-paid addressed to the addresses on page

four hereof, or to such other address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth. Personal delivery of such notice, demand, or communication may also be made to the above-described addressees and shall be deemed given as of the date of such delivery.

4.4 Integration Clause. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

4.5 General Provisions. This Agreement (i) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (ii) may be executed in any number of counterparts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument, (iii) shall be construed and enforced in accordance with the laws of the State of California, and (iv) has been executed at San Diego, California as of the last date set forth below.

4.6 Mutual Indemnification. University shall defend, indemnify and hold District, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University its officers, agents, or students.

District shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officers, agents, or employees.

NATIONAL UNIVERSITY, a California  
non-profit public benefit corporation

**San Ysidro Elementary School District**

By \_\_\_\_\_  
Dave C. Lawrence  
Vice Chancellor, Finance

By \_\_\_\_\_  
Signature

Date \_\_\_\_\_  
National University  
School of Education  
11255 N. Torrey Pines Road  
La Jolla, CA 92037

By \_\_\_\_\_  
Name Typed or Printed

Title \_\_\_\_\_

Date \_\_\_\_\_

For contact/contract return:  
Isabel Gonzalez  
Credentials Contract Coordinator  
National University  
9980 Carroll Canyon Road  
San Diego, CA 92131  
(858) 642-8310  
credcontracts@nu.edu

District Address/Telephone:

\_\_\_\_\_ Street

\_\_\_\_\_ City State Zip

\_\_\_\_\_ Phone

## EXHIBIT A Student Teaching & Practicum Programs

District and University wish to partner to support the following Student Teaching & Practicum Programs:

- Teacher Education Credential
- Special Education Credential
- Preliminary Administrative Services Credential
- Pupil Personnel Services Credential – School of Counseling
- Pupil Personnel Services Credential – School of Psychology

### Honorariums:

University shall reimburse District a predetermined amount for supervision of each student teaching or practicum course. Rate is determined by periods supervised (Attachment A). Total stipend amount per student shall not exceed six hundred (\$600) dollars. District must submit an invoice based on generated report received from University Honorarium Specialist. Upon receipt of invoice, University shall pay District one month following invoice date.

Honorariums are based on amount of supervision. Student Teaching and Practicum courses each carry a stipend amount of \$300 per course. A maximum of \$600 can be earned for each student. See breakdown below:

Traditional Setting			Block Setting		
One Period	25%	\$300 x .25 = \$75	One Period	33%	\$300 x .33 = \$99 rounded to \$100
Two Periods	50%	\$300 x .50 = \$150	Two Periods	66%	\$300 x .66 = \$198 rounded to \$200
Three Periods	75%	\$300 x .75 = \$225	Three Periods	100%	3 periods = \$300
Four or More Periods	100%	4 periods or more = \$300	*****	*****	*****

Honorariums for Practicum courses of Educational Counseling and School Psychology programs are \$150.00 each. See breakdown below:

Traditional Setting			Block Setting		
One Period	25%	\$37.50	One period	33%	\$50.00
Two Periods	50%	\$75.00	Two Periods	66%	\$100.00
Three Periods	75%	\$112.50	Three Periods	100%	\$150.00
Four Periods	100%	\$150.00	*****	*****	*****

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Human Resources  
Daniel Zummo, Executive Director

**INITIAL:** DZ  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH NATIONAL UNIVERSITY – INTERN PROGRAM

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**BACKGROUND INFORMATION:**

The San Ysidro School District will enter into an agreement with National University to support various Intern Programs. National University specializes in specific areas of need including special education, school psychology and school counseling interns.

**RECOMMENDATION:**

Approve the 5-year agreement with National University for the Internship Credential Program effective July 1, 2018 through June 30, 2023.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

**Goal #1: Student Achievement**

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed:   *pw*  

Financial Implications?

Are funds for this item available in the 2018-2019 Budget?

Requisition #

Yes     No

Yes     No

(Amount)

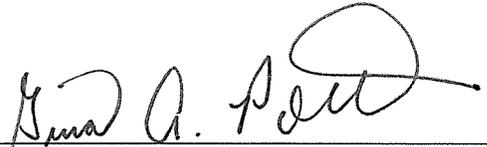
(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Gina A. Potter, Ed.D.  
Superintendent



## INTERNSHIP CREDENTIAL PROGRAM AGREEMENT

This Internship Credential Program Agreement (“**Agreement**”) is entered into effective July 1<sup>st</sup>, 2018 (“**Effective Date**”) by and between San Ysidro Elementary, a legal association of school districts who have partnered for the purpose of providing contractual services for students, or state-supported K-12 educational service unit, which is located in the State of California, County of San Diego (individually or collectively, “**District**”), San Ysidro Elementary and National University (“**University**”), a California nonprofit, private university.

### RECITALS

- A. **University** is accredited by the Commission for Senior Colleges and Universities of the Western Association of Schools and Colleges (WASC). **University** has met all of the preconditions prescribed by the California Commission on Teacher Credentialing (CTC) to offer the following internship credential programs (“**Programs**”): Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, and Pupil Personnel Services Internship Credential – School Counseling, Pupil Personnel Services Internship Credential – School Psychology;
- B. California Education Code Sections 44452 and 44321 authorize a public school district or county office of education in cooperation with an approved college or university to establish an internship program meeting the provisions of applicable California statutes and CTC regulations. **District** is a public school district (or state-supported K-12 educational service unit) or county office of education and **University** is an approved university within the meaning of Ed Code Section 44452; and
- C. **District** and **University** wish to partner to deliver services in support of the Programs that meet the regulations and standards of CTC. Attached as Exhibit “A” to this Agreement and incorporated herein by this reference is a list of the Programs that **District** and **University** will be supporting through this partnership.

Based on these recitals, **District** and **University** agree as follows:

1. **Term.** The term of this Agreement shall commence as of the Effective Date above and shall expire on **June 30, 2023** or until such time as either party gives 30 days notice of its intent to terminate this Agreement. All Interns placed with **District** and who are in good standing with **District** and **University** as of the date of termination of this Agreement shall be permitted to complete their internship experience with **District**.
2. **Placement of Interns.** **University** students, certified as qualified and competent by **University** to provide intern services to **District**, may, at **District’s** discretion, be accepted and assigned to its schools for services as interns (“**Interns**”). **University** and **District** shall coordinate the process of selection and placement of Interns. **University** reserves the right to make the final determination on any Intern’s acceptance into the Program, while **District** reserves the right to make the final determination on any Intern’s employment. Neither **University** nor **District** shall discriminate in the selection or acceptance of, or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran’s status, medical condition, marital status, or citizenship, within the limits imposed by law.
3. **Program Requirements.** Each Intern accepted into the Program must have met all of the following qualifying minimum criteria:
  - a. Recommendation to a Program by a **District** designee.
  - b. Interview and screening by **District** staff, including a background check, district administrator interview and paper screening, Department of Justice fingerprint clearance, and a baccalaureate degree from an accredited institution.
  - c. Interview and screening by **University** staff, including a personal interview, written self-evaluation regarding teaching and learning, and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
  - d. Interview with a **University** Support Provider/Supervisor and a lead faculty member for the Program.
  - e. Passage of the CBEST exam or proof of basic skills assessment and verification of subject matter competence by completion of an approved program or passage of the CSET.
  - f. All service preconditions required by the CCTC shall have been met.

4. Intern Employment Status. Interns shall be **District** employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Interns.
5. Reservation of Right to Payment. Pursuant to Education Code Section 44462, **District** reserves the right to request an adjustment of any Intern's salary to cover supervision services pursuant to this Agreement.
6. Non-Displacement of Certificated Employees. Pursuant to CTC requirements, upon request **District** shall provide written certification to **University** that each Intern placed with **District** has not displaced a certificated **District** employee, which shall enable **University** to verify to CTC that all statutory and CTC requirements have been met.
7. Intern Advisory Committee. **District** and **University** will collaborate to develop an Intern Advisory Committee comprised of community members, institutional administrators, teachers, faculty members, and at least one Intern representative, which will serve to provide guidance and support for the Programs.
8. Teacher and Special Education Intern Support.
  - a. To support Education Credential Interns, **District** and **University** will each provide a qualified supervisor to assist each Intern in a Program. **District** supervisors are called "Site Support Providers". **University** supervisors are called "University Support Providers". **District** Site Support Providers will mentor, coach and consult with interns on all areas of responsibility as a teacher of record by visiting the classroom to conduct real time observations with pre- and post-debriefing protocols to provide weekly course planning, modeling and coaching with attention to differentiated instruction for English Learners; assessment of language needs and progress; and support for language accessible instruction. A minimum of two hours of support / mentoring and supervision must be provided to an intern every five instructional days
  - b. **District** Site Support Providers will hold a valid Clear or Life Credential in the content area for which they are providing supervision, three years of successful teaching experience, hold a valid English Learner Authorization or CLAD Certificate issued pursuant to section 80015 or valid bilingual authorization issued pursuant to section 80015.1, and must have demonstrated exemplary teaching practices.
  - c. **District's** Site Support Provider and **University's** Support Provider will together meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
  - d. **District's** Site Support Provider/Site Supervisors and **University's** Support Providers will meet without the Intern to discuss the Intern's progress, as needed.
  - e. Concurrent with an Intern's experience at **District**, **University** will hold Program orientation seminars for Interns and training seminars for **District** Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, **University** representatives will review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
  - f. **District** will include Interns in appropriate **District** support programs and regularly scheduled staff development activities.
  - g. **District** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance is provided to Interns at a minimum of 2 hours a week while employed as the teacher of record..
  - h. **District** and **University** will share supervision and ongoing support requirements totaling a minimum of 144 hours per school year. Interns without English Language Authorization must receive 45 hours of focused English Language instruction support per school year; (b)(5)(B) requires the employer to identify and individual with EL authorization who will be immediately available to assist an intern teacher who does not yet hold EL authorization. **University** Support Providers will monitor the completion of employer-provided support via an Intern Support Verification Form to verify the clockwork hours provided by Site Support Providers and/or employer support personnel. Forms must be submitted as part of the intern's clinical practice course assignments. Program faculty, program supervisors, and district-employed supervisors monitor and support candidates during their progress towards mastering the TPEs.
  - i. Employers who hire/place or wish to backdate interns outside National University clinical practice start offerings are required to provide 100% of the state mandated support (4 hours per week of general support, and 1.25 hours of EL specific support if the intern does not hold EL authorization) until the next available start date at which point the University Support provider will provide University support services as noted in article (8.h.).
  - j. District-employed supervisors must complete an orientation to the program's expectations and be knowledgeable regarding program curriculum and assessments, including the TPEs and the CAL TPA. District employed supervisors are required to complete a minimum of 10 hours of initial orientation provided through National University on the program curriculum, effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the TPEs and the CAL TPA.
  - k. District sites with interns must have a fully qualified administrator.
  - l. **University** may request use of video capture for candidate reflection and CAL TPA completion to reflect to the extent possible Intern's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. School Site shall inform Special Education Credential Interns of video recording policies in place for the CAL TPA task video capture requirement.
9. Counseling, Psychology and Administrative Services Intern Support
  - a. To support Services Credential Interns, **District** and **University** will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services School Counseling, Pupil Personnel Services School Psychology, and Administrative Services

Programs. **District** supervisors are called "Site Support Providers/Site Supervisors". **University** supervisors are called "Support Providers/University Supervisors".

- b. Clinical Practice Supervisor shall refer to an employee of the District holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the District typically with three or more years experience as a school counselor, school psychologist, school social worker, or other education specialist.
  - c. Clinical Practice Assignment shall typically refer to a full day of Clinical Practice consisting of five days a week for 12 to 18 weeks, dependent upon the program. Clinical Practice Assignment shall satisfy all requirements set by the commission.
  - d. Clinical Practice shall consist of between 600 hours and 1200 hours of Clinical Practice depending upon the specific program requirements.
  - e. Clinical practice shall refer to the participation by a Student in the duties and functions of a school counselor, school psychologist, school social worker, or school attendance worker under the direct supervision and instruction of one or more Clinical Practice Supervisors.
  - f. **District** and **University** shall independently determine the qualifications of their respective supervisors.
  - g. **District's** Site Support Provider/Site Supervisors and **University's** Support Provider/University Supervisors will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
  - h. **District's** Site Support Provider/Site Supervisors and **University's** Support Providers/University Supervisors will meet without the Intern to discuss the Intern's progress, as needed.
  - i. Concurrent with an Intern's experience at **District**, **University** will hold Program orientation seminars for Interns and training seminars for **District** Site Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, **University** representatives will review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
  - j. **District** will include Interns in appropriate **District** support programs and regularly scheduled staff development activities.
  - k. **District** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance to Interns at **District**.
  - l. **University** Support Providers will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress.
10. Academic Responsibility. **University** shall have exclusive control over all academic issues involving the Programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Interns; evaluation of Interns' prior experience and education; evaluation of Interns' academic progress; scheduling courses; awarding academic credit; and conferring degrees.
  11. Duration of Internship. Once a student has been accepted as an Intern by **District**, and if the student remains in good standing in the Program at **University** and within the **District's** policies and performance standards, the Intern will be permitted to finish his/her internship at **District**. However, an Intern who performs below acceptable **District** or **University** standards, after appropriate support and advice efforts have been exhausted, may be removed from the paid internship position by the **District** and/or removed from his/her Program by the **University**. All services provided by **University** and **District** pursuant to this Agreement shall terminate upon an Intern's removal from the **District** or termination of participation in a Program.
  12. Assessment. Assessment is a function of the Teacher Education Internship Seminar course (for the Teacher Education Internship Credential), Specialist Education Clinical Practice Seminar courses (for the Special Education Internship Credential), Intern Field Experience course (for the Preliminary Administrative Services Internship Credential) and Best Practices Internship Seminar for School Counseling and School Psychology (for the Pupil Personnel Services Internship Credential). Students in those classes will pre-assess their teaching or administrative skills, develop a plan for growth, and assess their growth at the close of the course. This pre-assessment, development and post-assessment will occur in collaboration with the **District** Site Support Provider/Site Supervisor and the **University** Support Provider/University Supervisor.
  13. Video Assessment. **District** and **University** agree the use of video recording equipment on any **District** property, including but not limited to, **District** classrooms, is solely for the purpose of assessing Interns as part of the credentialing process. The **District** shall provide **University** Site Support Providers and Interns with any or all applicable rules, regulations, and instructions relating to the assessment. The **University** and **District** agree no video recording of any student teacher will occur without prior written notification of the name of the student teacher as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. Principal of the school within the **District** shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in Section 14. of this agreement.

14. Control, Supervision, Evaluation of Video Recording. The control, supervision, evaluation, and/or direction of all student teachers and any other University personnel in connection with the assessment of the student teachers, including, but not limited to, all classroom video recording of the student teachers, shall be at the University's sole discretion.

The University and District agree no video recording of any District student shall be permitted to occur without the express written approval and authorization from the students' parent/guardian.

15. Indemnity. The District shall defend, indemnify and hold the University, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees, or agents.

The University shall defend, indemnify and hold the District, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees, or agents.

16. Relationship of Parties. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship between the parties.
17. Publicity. Neither University nor District shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
18. Records. It is understood and agreed that all employment records shall remain the property of District, and all student records, including Intern assessments, will remain the property of University.
19. Entire Agreement and Severability. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
20. Assignment. Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
21. Notices. All notices or other communications given under this Agreement will be in writing and sent to the addressee listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered personally or by overnight mail, or effective three days after mailing if by certified mail, return receipt requested.
22. Representations. Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.
23. General Provisions. The Agreement: (a) will be binding and enforceable by the parties and their respective successors or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures; (c) will be governed by California law; and (d) has been executed at San Diego, California.

This Agreement is executed by and between:

**University: National University**

**District: San Ysidro Elementary**

Contact: Isabel Gonzalez  
Credentials Contract Coordinator  
9980 Carroll Canyon Road  
San Diego, CA 92131  
Telephone (858) 642-8310  
Facsimile (858) 642-8717  
credcontracts@nu.edu

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Dave C. Lawrence  
Vice Chancellor, Finance

Telephone: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## **EXHIBIT A**

### **Internship Programs**

**District and University** wish to partner to support the following Programs:

Teacher Education Internship Credential  
Special Education Internship Credential  
Preliminary Administrative Services Internship Credential  
Pupil Personnel Services Internship Credential – School of Counseling  
Pupil Personnel Services Internship Credential – School of Psychology

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Special Education  
Oscar Madera, Acting Director

**INITIAL:** *CM*  
 Informational  
 Action

**AGENDA ITEM:** IN LIEU OF TRANSPORTATION AGREEMENT 2017-2018

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**BACKGROUND INFORMATION:**

During the school year, there is a need to enroll students with special needs who provide services per student's Individualized Education Program (IEP). On occasions, the IEP stipulates that the parents of students requiring transportation agree to transport their students with the agreement that the District will reimburse the parent's daily mileage to/from school site and the students' place of residence. The per mile rate for reimbursement is based on the current IRS rate, payable monthly upon receipt and verification of a daily mileage report with required information. Parents participating in a In Lieu of Transportation Agreement, shall at their own expense, carry adequate automobile liability insurance for the term of this agreement.

The Special Education Department has a current need for this agreement for two (2) students as indicated on their IEPs.

**RECOMMENDATION:**

Approve/Ratify the In Lieu of Transportation Agreement with parents of two (2) special needs students for school year 2017-2018.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *12/2*

Financial Implications?      Are funds for this item available in the 2017-2018 Budget?

Requisition #

Yes     No

Yes     No

Mileage Reimbursement IRS Rate (Amount)
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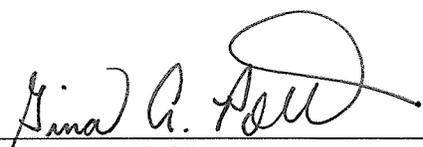
Special Education (Name of funding source and/or location)
---

0100-0490000-0000-3140-5800010-054 (Funding account number)
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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification**

  
\_\_\_\_\_  
Gina A. Potter, Ed.D.  
Superintendent

## “IN LIEU OF TRANSPORTATION” AGREEMENT

This Agreement is entered between the San Ysidro School District, hereafter referred to as “District” and “Parent(s)”. The term of the agreement is from April 1, 2017 to June 30, 2018.

WHEREAS, the term “Parent(s)” may include the mother, father, adoptive parent, foster parent, legal guardian, representative of the child and who is authorized to make decisions for the child.

WHEREAS, Students who are receiving special education services, may require transportation. In some cases, Parent(s) agree to transport their student(s) to and from a school site and the student’s place of residence as indicated in the student’s Individual Educational Plan (IEP).

WHEREAS, the District agrees to reimburse the daily mileage to and from the student’s place of residence and the school site. Reimbursements will be paid on a monthly basis upon receipt and verification of a daily mileage report with required information. The mileage reimbursement rate is based on the current IRS rate. This information is to be submitted to the Special Education Office in a timely manner.

WHEREAS, Parent(s) shall, at their expense, procure and maintain for the duration of this agreement automobile 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 Parent(s), its agents and/or representatives. Such insurance shall survive after this agreement as permitted by law. Parent(s) shall provide proof of automobile insurance to the District.

WHEREAS, Parent(s) agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses and/or damages of any nature, including attorneys’ fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Parent(s), Parent(s) agents and/or representatives under this Agreement. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Parent(s).

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

This agreement is entered into this 15<sup>th</sup> of June, 2018:

FOR THE PARENT:

FOR THE DISTRICT:

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Gina A. Potter, Ed.D., Superintendent  
Print Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Board Approved

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Educational Services  
Manuela Colom, Executive Director

**INITIAL:** *CG*  
 Informational  
 Action

**AGENDA ITEM:** SERVICE AGREEMENT WITH AMPLIFY EDUCATION, INC. FOR CORE INITIAL WORKSHOP

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**BACKGROUND INFORMATION:**

The adoption of English Language Arts (ELA) and English Language Development (ELD) materials was approved by our Governing Board on April 12, 2018. The Amplify ELA and ELD Program was adopted for 7<sup>th</sup> and 8<sup>th</sup> grade, this is a comprehensive, digital program that challenges and supports all students, including English language learners.

As part of the adoption, the Educational Services Department is requesting approval for Amplify Education, Inc. to provide a Core initial onsite workshop for middle school teachers on August 1, 2018.

**RECOMMENDATION:**

Approve the service agreement with Amplify Education, Inc. to provide a Core Initial Workshop for Middle School teachers at a cost up to \$3,200.00 from the General fund.

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**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement – Action 1.2: Pilot and adopt new Common Core ELA curriculum in K-8.

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<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: <i>[Signature]</i>
Financial Implications?		Are funds for this item available in the 2018-2019 Budget?			Requisition #
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="text"/>
<input type="text" value="\$3,200.00"/> (Amount)	<input type="text" value="General Fund"/> (Name of funding source and/or location)			<input type="text" value="--"/> (Funding account number)	

---

Recommended for:  Approval  Denial Certification Requested  Yes  No

**Superintendent's Office Certification:**

*[Signature]*  
\_\_\_\_\_  
Gina A. Potter, Ed.D.  
Superintendent



55 Washington Street, Suite 800  
 Brooklyn, NY 11201-1071  
 T: 800.886.9126 F: 646.403.4700  
 www.amplify.com

**Amplify Price Quote**

PQ Number	PQ 180518-102408	Created Date	5/17/2018
		Quote Expiration Date	6/16/2018
Prepared By	Kirk Van Wagoner	Contact Name	Nicole Preston
Title	District Manager	Account Name	San Ysidro Elementary School District
Phone	(760) 696-0709		
Email	kvanwagoner@amplify.com		

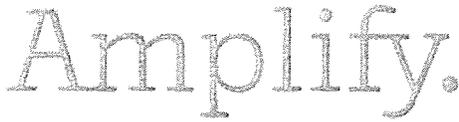
Product	Quantity	Sales Price	Total Price
Amplify ELA: Core Initial Workshop 1-day Onsite	1.00	\$3,200.00	\$3,200.00
		Subtotal	\$3,200.00
		Total Price	\$3,200.00
		Shipping & Handling	\$0.00
		Grand Total	\$3,200.00

**Scope and Duration**

- **Payment Terms:**
  - This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
  - Payment terms: net 30 days.
  - Prices do not include sales tax, if applicable.
  - Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
  - The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>
- **License and Services Term:**
  - Licenses: until June 30th, 2019
  - Services: until June 30th, 2019. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.
- **Special Terms:**
  - **FOR SHIPPED MATERIALS:**
    - Expedited shipping is available at extra charge.
    - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
  - **FOR SERVICES:**
    - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

PQ Notes      Amplify Initial PD will include ELD training and also cover one half-day on-site coaching session at each school site.  
 Grade Level      7; 8;  
 Participating      Vista del Mar  
 Schools      San Ysidro

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at [amplify.com/customer-terms](http://amplify.com/customer-terms). Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.



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Brooklyn, NY 11201-1071  
T: 800.886.9126 F: 646.403.4700  
www.amplify.com

## CUSTOMER TERMS & CONDITIONS

1. **Scope.** Amplify Education, Inc. ("**Amplify**") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "**Quote**") and these Customer Terms & Conditions, including any addendums hereto (this "**Agreement**") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "**Products**").

2. **License.** Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "**Authorized User**" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.

3. **Restrictions.** Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).

5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, nonreturnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. **Account Information.** For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. **Confidentiality.** Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.



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www.amplify.com

9. **Student Data.** The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. **Customer Materials.** Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. **Warranty Disclaimer.** PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS, WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. **Limitation of Liability.** IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. **Term; Termination.** This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. **Miscellaneous.** This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fires, floods, strikes, civil disturbances or terrorism, or interruptions in power, communications, satellites, the Internet, or any other network.



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## How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order, check or credit card authorization form
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please email a purchase order to [IncomingPO@amplify.com](mailto:IncomingPO@amplify.com) or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card authorization form:

- Amplify accepts Visa and MasterCard payments.
- Please email all documents to [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) or fax them to (347)-662-2402.
- Please do not mail credit card authorization forms.

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

We are delighted to work with you and we thank you for your order!

Sole Source Information for mCLASS® and Burst®:Reading

Current as of: 5/17/2018

Amplify Education, Inc. is the sole and exclusive worldwide source for its proprietary patented mCLASS system for the administration and reporting of observation based assessments. The following assessment products are supported on the mCLASS system:

- mCLASS:DIBELS Next®
- mCLASS:IDEL®
- mCLASS:Math
- mCLASS:Reading3D™
- mCLASS:Reading3D™ Spanish
- mCLASS Now What?® Tools
  - mCLASS Home Connect®
  - mCLASS Item-Level Advisor™
  - mCLASS Small Group Advisor™

Amplify and its representatives are the sole providers of any updates, enhancements and related support services for the administration of the foregoing assessment tools on mobile devices.



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Amplify is the sole and exclusive worldwide source for its proprietary **Burst:Reading** product. Burst:Reading technology analyzes formative assessment data at the item level to group students with similar needs, and provide teachers with multi-day sequences of curriculum and detailed lesson plans, synchronized to students' changing needs throughout the year. Burst:Reading is comprised of content and technology that is protected by copyright, trade secret and patents pending held by Amplify. Burst:Reading operates exclusively in conjunction with the mCLASS system.

#### Sole Source Information for Amplify ELA

Amplify Education, Inc. is the sole source for the Amplify ELA family of products. Amplify is the author and copyright holder, as well as the sole publisher and distributor of these products.

#### Sole Source Information for Amplify Science & Seeds of Science/Roots of Reading®

Current as of: 5/17/2018

Through a license agreement with the Regents of the University of California, Amplify is the sole publisher and distributor of the Amplify Science family of products, including the Seeds of Science/Roots of Reading program.

#### Sole Source Information for Core Knowledge Language Arts® (CKLA™)

Current as of: 5/17/2018

Through a license agreement with the Core Knowledge Foundation, Amplify Education, Inc. is the sole and exclusive worldwide commercial source for the Core Knowledge Language Arts Program for grades PreK-5. Through a services agreement with the Core Knowledge Foundation, Amplify is also the only authorized commercial provider of professional development and customer support for implementation of this program.

The foregoing sole source information is provided for informational purposes only. Should you wish to obtain more information or a signed sole source statement for your records, please contact your Amplify sales representative or account manager.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Educational Services  
Manuela Colom, Executive Director

**INITIAL**   
 Informational  
 Action

**AGENDA ITEM:** AMENDMENT TO THE AGREEMENT WITH THE ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) CENTER

---

**BACKGROUND INFORMATION:**

AVID is a college readiness program for students focusing on time management, academic preparation, and college/career awareness. In the past, the AVID program has been received very positively by teachers/coordinators, administrators and counseling staff. AVID is an effective component of the San Ysidro School District's commitment to The Compact for Success.

The AVID Agreement for the 2018-19 school year was Board approved on April 12, 2018 at an estimated cost of \$32,000.00, which includes membership fees, summer institute for teachers and District administrator, parking, mileage and sub teacher compensation. The amendment to this agreement, as stated in quote #Q-01584 is to include the AVID District Leadership Training, Year-1 for our Coordinator of Data, Assessment and Evaluation with a cost of \$6,000.00.

**RECOMMENDATION:**

Approve the amendment to the agreement with the Advancement Via Individual Determination (AVID) Center to include the District Leadership Training at an additional cost of \$6,000.00 to be paid from the Supplemental and Concentration fund.

---

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Action/Service 1.9 - College and Career Readiness and 21st Century Learning: Continue to provide a rigorous course of study to prepare students to enter high school. Middle schools will provide programs such as Project Lead the Way and AVID. In addition, middle schools will offer electives such as Spanish, etc, and programs such as Gifted and Talented Education (GATE). These programs promote equal access for all students.

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2018-2019 Budget?

Requisition #

Yes     No

Yes     No

\$6,000.00

Supplemental & Concentration Fund

--

(Amount)

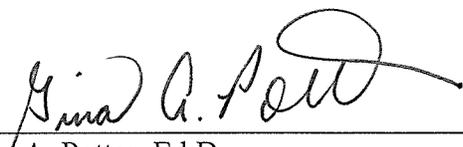
(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Gina A. Potter, Ed.D.  
Superintendent

# AVID Center Quote



Quote #: Q-01584  
San Ysidro School District  
4350 Otay Mesa Rd  
San Ysidro, CA 92173  
Quote Prepared For:  
San Ysidro School District

AVID Representative: Robyn Grand  
Phone: 858.380.4717  
Email: rgrand@avid.org

District Products			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID District Leadership Year 1	\$6,000.00	\$6,000.00
District Products SUBTOTAL:			\$6,000.00

<b>TOTAL:</b>			<b>\$6,000.00</b>
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**Additional Comments:**

N/A

**Amendment to the AVID College Readiness System Services and Products Agreement**

This Amendment to the AVID College Readiness System Services and Products Agreement including the quote Q-01584 ("AVID Amendment") is hereby fully incorporated into the Agreement by and between AVID Center and San Ysidro School District, Q-00957. The parties agree that this Amendment shall be in effect on 05/01/2018 irrespective of full execution as indicated by the signatures of the respective parties below. Indicated by their signatures below, Client and AVID Center hereby agree to changes, as described herein, to the AVID College Readiness System Services and Products Agreement.

AVID Center,  
a California Non-Profit Corporation  
501(c)(3)

San Ysidro School District

Signature:

Signature:

Print

Print

Name:

Name:

Title:

Title:

Date:

Date:

AVID Center  
9797 Aero Drive, Suite 100  
San Diego, CA 92123  
Employer ID # 33-0522594

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board                      **BOARD MEETING DATE:** June 14, 2018

**VIA:** Gina A. Potter, Ed.D.  
Superintendent                      **FROM:**  
Business Services  
Peter Wong, Interim Chief Business Official

**INITIAL:** pw  
 Informational  
 Action

**AGENDA ITEM:**      AGREEMENT WITH DECISIONINSITE, LLC

**BACKGROUND INFORMATION:**

DecisionInsite is a user friendly web-based system that incorporates enrollment, census, mapping, boundary, new housing development, and student data into one composite system that allows for quick analysis, predictions, and “what-if” scenario projections. In addition, the system integrates with the Eagle Aerial mapping program that the District currently uses. Numerous school districts throughout California are using the system with great success. The DecisionInsite system is helpful with planning and enrollment projections and provides all the functionality and ease of use needed to effectively analyze demographic data and develop enrollment scenarios.

The District would like to renew the service agreement with DecisionInsite, LLC for a 1-year term for 2018-19 fiscal year.

**RECOMMENDATION:**

Approve the service agreement with DecisionInsite, LLC for 2018-19 at an annual cost of \$11,488.00 from the General fund.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Goal No. 2: Base Services and Safety  
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

<input checked="" type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other		Business Services Reviewed: <u>pw</u>
Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
ANNUAL <b>\$11,488.00</b> (Amount)	General Fund (Name of funding source and/or location)	

Recommended for:     Approval     Denial    Certification Requested     Yes     No  
**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Gina A. Potter, Ed.D.  
Superintendent



## **Premier Services Agreement**

### **San Ysidro School District**

**SERVICES AGREEMENT**

**BETWEEN**

#### **San Ysidro School District**

**4350 Otay Mesa Road  
San Ysidro  
CA, 92173**

**and**

#### **DecisionInsite, LLC**

**101 Pacifica Suite, 380  
Irvine  
CA, 92816  
877.204.1392**

This Agreement is made by and between San Ysidro School District (hereinafter DISTRICT) and DECISIONINSITE, LLC (hereinafter DECISIONINSITE) with reference to the following:

WHEREAS, DISTRICT requires professional services in community demographic analysis and enrollment projections using data spatialization technology for use in budget planning, facilities planning, program planning, staff planning, strategic planning and school configuration planning, and

WHEREAS, DecisionInsite has the expertise necessary to properly perform such services, and

WHEREAS, the parties desire to enter into a contract for the provision of such services;

IN CONSIDERATION of the foregoing, it is agreed between the parties hereto, as follows:

**SECTION 1 – FEES AND SERVICES OF DecisionInsite**

1.1 DECISIONINSITE shall perform the services and provide the information products as specified in this agreement and outlined in Schedule A, which is attached to and made a material part of this agreement. Deliverables to DISTRICT include but are not limited to the provision of

- 1) generation of enrollment forecasts and
- 2) certain access rights to review and manipulate information via DECISIONINSITE’s secure web application called the StudentView System. Specific deliverables are listed on Schedule A.

1.2 This service agreement is for DECISIONINSITE’s combined StudentView System access license and its Premier Enrollment Projection package.

1.3 The DECISIONINSITE fee schedule is based upon the

- 1) DISTRICT’S most recent reported enrollment,
- 2) The Enrollment Projection Package option outlined in the Proposal for Services and
- 3) DISTRICT’S intent to have or not have DECISIONINSITE complete residential development research. The following table summarizes the assumptions and terms of this Agreement.

<b>Service Agreement Assumptions</b>			
<b>Agreement Term</b>	1 year		
<b>Product Type</b>	Premier		
<b>Residential Development Impact Research</b>	Requested		
<b>Fee Calculations:</b>		<b>Annual Fee</b>	<b>Over Life of Contract</b>
<b>Base Annual Fee</b>		\$8,988	\$8,988
<b>Residential Development Research (Not to Exceed per year)</b>		\$2,500	\$2,500
<b>Total Annual Not to Exceed</b>		<b>\$11,488</b>	<b>\$11,488</b>

1.4 If Residential Development Research is included, DECISIONINSITE begins the research projects each year in late spring and completes all research by September so that the data is available for the fall projection season. Residential Development Research is billed at the rate outlined on Schedule B.

DECISIONINSITE only initiates this research when requested by the DISTRICT and each year will notify the DISTRICT before commencing. DECISIONINSITE makes every effort to contain residential research within the “not-to-exceed” allocation. If DECISIONINSITE believes it can not complete the task within the allocation, it will consult with the DISTRICT. Under no circumstances will DECISIONINSITE exceed that allocation without prior authorization from the DISTRICT. If the District does not want DECISIONINSITE to conduct the research because the District has the data, a modest fee will be added to cover the integration of those data.

1.5 Custom GIS Technical Services can be provided at client request and according to the following terms. These are one time projects which, once done, persist as long as the DISTRICT is a client. Except where stipulated below, all custom GIS work is billed at the hourly rate for Technical GIS services outlined in the proposal and on Schedule B.

**1. Attendance Area Changes:** As part of a standard agreement, a district can modify attendance areas once each year and this service is included in the base fee. If the DISTRICT should require additional changes outside the normal cycle of client updating, it would be considered custom GIS work and the district would be invoiced separately. See detail on Schedule B.

**2. Custom Map Layers:** DISTRICT may request special map layers be digitized and available. These are also custom GIS projects and are invoiced separately. See detail on Schedule B.

**3. Custom Point Plotting:** DISTRICT may request that special features be geocoded so that they can be point-plotted for mapping and analysis. Such projects are invoiced separately. See detail on Schedule B.

**4. Additional Student Attribute Plotting, Reporting and Analysis:** DISTRICT may request that additional attributes can be appended to student data files. This is a custom project. Such projects are invoiced separately. See detail on Schedule B.

## **SECTION 2 – PERIOD OF PERFORMANCE**

2.1 As noted in Section 1.1, the services included in this Service Agreement are comprised of two components; the generation of enrollment projections and access to the StudentView System. This is a 1-year agreement which provides for initial and annual enrollment forecasting services for 1 school year and system access for up to 1 year or the end of the DISTRICT fiscal year, whichever comes first.

2.2 The agreement shall commence on date of board approval as notated on the signature page of this agreement and upon being signed by both parties.

2.3 Project Timeline: Your project will be put into our production queue within 3 working days of two events: 1) reception of a signed agreement and 2) reception of all required data.

**System Access:** Clients will be provided login credentials for system immediately upon receipt of an executed service agreement.

**Production of Enrollment Forecasts:** DecisionInsite is committed to both quality and rapid delivery. We pledge to complete your projections as quickly as possible without compromising the integrity of the

projections and output. Clients should expect preliminary enrollment projections 3 – 5 weeks from the time DecisionInsight has received and validated the data requested of the District. Prior to final delivery, the district designated official will be contacted for a “preview” of the numbers and to make sure that some element has not been overlooked before the final and public study is released.

2.4 The Agreement shall terminate June 30, 2019 unless renewed by both parties.

Service Agreement Performance Period	Annually	Begin Date	End Date
Enrollment Forecasts Generation Time table	Fall 2018 (P/Y 2019/20)		
StudentView System Access*		July 1, 2018	June 30, 2019
Service Agreement**		July 1, 2018	June 30, 2019

P/Y – Projection Year

\* Estimated. Dependent on the DISTRICT providing DECISIONINSITE data requested in a timely manner.

\*\* Estimated. Access will begin once a signed contract is received.

### SECTION 3 – OBLIGATIONS OF THE DISTRICT

3.1 DISTRICT agrees that its employees will cooperate with DECISIONINSITE in the performance of services under this Agreement and will make every reasonable attempt to be available for consultation with DECISIONINSITE.

3.2 DISTRICT shall provide to DECISIONINSITE, at no cost to DECISIONINSITE, for use in providing the services outlined in this Agreement, any data which DISTRICT may have available which are required or requested for providing the services of this Agreement.

The DISTRICT AGREES TO

1. Provide DECISIONINSITE staff with the contact information for the appropriate DISTRICT staff who will be working on this project.
2. Direct DISTRICT staff to review and respond to the Data Request documents provided to the DISTRICT. (This information is available for review at our public website: <http://decisioninsite.com/client-center/new-client>)
3. Provide DECISIONINSITE with the data requested in a timely manner.

3.3 If DISTRICT chooses to provide residential development research to DECISIONINSITE instead of engaging DECISIONINSITE to conduct the research, then the DISTRICT agrees to provide these data to DECISIONINSITE in the array and format stipulated in the Data Request Instructions and Documents found on the DECISIONINSITE website. Failure to provide the data either in the detail or format specified may result in an additional fee to convert the data and/or to conduct the additional research.

3.4 DISTRICT shall make every reasonable effort to aid DECISIONINSITE in obtaining data from other public offices or agencies, local business firms, and private citizens whenever such data is necessary for

the compilation of the work outlined in this Agreement. (For example, contacts with appropriate housing developers.) Fees for obtaining such data will be reimbursable to DECISIONINSITE and will be paid by the DISTRICT.

3.5 DISTRICT agrees to appoint a single staff person to fulfill the role of Administrative User (admin user). This person will be responsible to administer access rights to DECISIONINSITE secure server where the DISTRICT'S data will be available. Included in this responsibility is setting up those persons within the DISTRICT that will be granted access rights.

3.6 This AGREEMENT as outlined on Schedule A includes web based access to the secure DECISIONINSITE StudentView System. DISTRICT agrees to abide by the policies for access as outlined in Schedule D.

## **SECTION 4 – LIMITATIONS**

4.1 DECISIONINSITE understands that time is of the essence in completing the work outlined in this AGREEMENT. However, the DISTRICT understands that DECISIONINSITE may be dependent upon the timely delivery of data from third parties and that all tasks may not be completed in the allotted time as may be specified in this AGREEMENT or in the spirit of timely delivery. None-the-less, DECISIONINSITE will make all reasonable efforts to complete all tasks in a timely fashion.

4.2 DISTRICT understands the work performed by DECISIONINSITE is based upon the best information available to DECISIONINSITE at the time of rendering services. DISTRICT also understands that DECISIONINSITE takes great care in identifying and obtaining the most widely recognized and respected data sources for use in serving the DISTRICT but can none-the-less make no warranties for the ultimate accuracy of these information products and the DISTRICT hereby agrees.

## **SECTION 5 – GENERAL PROVISIONS**

5.1 DISTRICT understands that the StudentView System is built upon Google base maps and access to these base maps by the DISTRICT must conform to Google Map requirements. Further some aerial images and census demographic databases that are updated and projected are licensed by DECISIONINSITE from third party vendors and remain the sole intellectual property of these vendors.

5.2 DISTRICT understands that this AGREEMENT extends access rights to the DISTRICT for use only by the DISTRICT and/or anyone assisting the DISTRICT in its normal activities. DISTRICT may not sell, lease or assign the demographic databases, aerial images or the mapping data to any third party except as such would employ the data in the service of the DISTRICT. (For example, an outside planning consultant may use and review the data in fulfilling a planning consultation on behalf of the DISTRICT but the same consultant may not use, quote, or otherwise refer to the data for any other purpose.)

5.3 DISTRICT agrees to make appropriate attributions to the data source(s) in any written, graphically displayed or orally delivered presentations that include any piece of data, the presentation of the data or the methodologies by which the data is generated that are provided by DECISIONINSITE

**SECTION 6 – TERMINATION**

6.1 It is understood and agreed that the DISTRICT may terminate this AGREEMENT for the DISTRICT’S convenience and without cause at any time by giving DECISIONINSITE thirty (30) days written notice of such termination. Promptly upon receipt of written notice from the DISTRICT that this AGREEMENT is terminated, DECISIONINSITE will submit an invoice to the DISTRICT for any outstanding fees including any early termination adjustment per the schedule described in 6.2 and any reimbursable expenses, if actually incurred and in accordance with the approved AGREEMENT, and not reimbursed prior to the date of termination. Upon approval and payment of this invoice by the DISTRICT, the DISTRICT shall be under no further obligation to DECISIONINSITE monetarily or otherwise.

6.2 Early Termination Adjustment: There is no early termination adjustment on 1-year agreements.

**SECTION 7 – COMPENSATION**

7.1 DECISIONINSITE services and website access rights are based upon the mix of products and services chosen by the DISTRICT. (See Schedule A.)

7.2 Compensation to DECISIONINSITE is determined by the service and product features selected by the DISTRICT and is reflected on Schedule A. For each fiscal year DECISIONINSITE will issue invoices in two stages in accordance with the following:

1. 50% on the initial date of execution of this agreement or at the beginning of DecisionInsight's annual production season in July of each year.
2. 50% Completion and delivery of annual enrollment projections.

7.3 Annual fees and payment schedule is as follows. Client will receive an invoice 30 days prior to the due date to insure proper and timely payment.

Schedule of Payments	Total per Year	First Payment	Second Payment
Year 1	\$8,988	\$4,494	\$4,494

7.4 Residential development research, if requested by the district is invoiced separately from the annual license agreement. Residential development research is invoiced only for time and materials per the fee schedule set forth in Schedule B. Invoicing is not done until the research project is complete and this will typically begin in May and be completed no later than October of each year. As stated earlier, DECISIONINSITE will not invoice beyond the “not to exceed” stated in the Service Agreement Assumptions of Section 1.3. If a research project looks to be larger than either the District or DECISIONINSITE anticipated, DECISIONINSITE will contact the district. It will not proceed further without prior authorization from the district.

7.5 The specific elements available to the DISTRICT are outlined on Schedule A of this AGREEMENT and reflect those features proposed to the DISTRICT in the PROPOSAL FOR SERVICES document submitted to the DISTRICT. The DISTRICT understands that if additional requests for analysis, GIS services or consultation are made beyond that outlined in this Schedule that additional fees shall be charged based upon the rates outlined on Schedule B. Such additional requests would call for a contract addendum from DECISIONINSITE stipulating the specific additions and related fees and to which the DISTRICT would have the right to accept by signing or reject.

## **SECTION 8 – INDEMNIFICATION**

8.1 DECISIONINSITE shall indemnify and hold DISTRICT, its Board members, agents and employees harmless, and will defend DISTRICT, its Board members, agents and employees from any and all liability arising from or related to the performance of this Agreement, including third part legal actions caused by the acts of DECISIONINSITE.

## **SECTION 9 – OWNERSHIP, DATA SECURITY AND ACCESS TO THE WORK PRODUCT**

9.1 DISTRICT understands the delivered products—whether as printed reports and/or digital PDF files or the online web accessible StudentView System—are the result of extensive data integration and computer modeling. The DISTRICT supplies DECISIONINSITE with student and school based data. DECISIONINSITE provides licensed demographic and geographic mapping data. This data is processed through the proprietary StudentView System that includes "location analytic" models and a GIS analytical mapping interface and is transformed into the deliverable products for use by the DISTRICT. This results in a significant integration of disparate data sources; some of which is only licensed to DECISIONINSITE for use with its clients.

9.2 The DISTRICT maintains ownership of all data supplied to DECISIONINSITE as part of the project. The DISTRICT also maintains full access rights to all paper or PDF expressions of reports, maps and other prepared materials in perpetuity as long as abiding by the limitations outlined in 5.1 and 5.2 above.

9.3 The DISTRICT shall have access rights to the web based expression of said reports, maps and other analytical and presentation materials through the StudentView System as long as the contract with DECISIONINSITE is in effect. Upon contract termination, access to the StudentView System will no longer be available.

9.4 Occasionally, clients need to access or retrieve data or work product after the termination of the service agreement. As such, DECISIONINSITE agrees to securely archive District data and DECISIONINSITE work product for a period of five years so that they client may retrieve data if needed. DISTRICT agrees to submit such requests in writing.

9.5 DECISIONINSITE agrees to adhere to the principles and practices listed in the attached Privacy Policy. (See Schedule D)

## **SECTION 10 – CONFIDENTIALITY**

10.1 DECISIONINSITE shall not, during or at any time following termination of this Agreement with DISTRICT, disclose or divulge the work product of this Agreement to third parties except when directed to do so by the DISTRICT in response to a valid request pursuant to the California Public Records Act or court order.

10.2 DISTRICT does agree to allow DECISIONINSITE to use some elements of the final product for the purposes of demonstration. At no time shall DECISIONINSITE divulge any data about particular students or families to which it has access during the production either of the product or subsequent to the final creation of the deliverable product. DECISIONINSITE fully understands its obligation to protect the privacy of student level data and any confidential DISTRICT data or its board and staff in its possession at all times.

10.3 DECISIONINSITE shall take every reasonable precaution to protect all student or school data supplied on its computers and information systems.

## **SECTION 11 – ASSIGNMENT PROHIBITED**

11.1 No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt to assign such rights or obligations shall be null and void.

## **SECTION 12 – AUDIT**

12.1 Pursuant to, and in accordance with, the provisions of California Government Code section 8546.7, or any amendments thereto, all books, records and files of DECISIONINSITE, or any subcontractor connected with the performance of this Agreement involved in the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three (3) years after final payment is made under the Agreement. DECISIONINSITE shall preserve and cause to be preserved such books, records, and files for the audit period.

**SECTION 13 – ENTIRE AGREEMENT**

13.1 This AGREEMENT contains the entire AGREEMENT of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either oral or written. This AGREEMENT may only be modified in writing and signed by both parties.

13.2 The parties hereto have caused this AGREEMENT to be duly executed by their duly authorized representatives.

**San Ysidro School District**

**DecisionInsite, LLC**

\_\_\_\_\_  
Gina A. Potter, Ed.D.

Superintendent

Date: \_\_\_\_\_

Board Approved: June 14, 2018



Michael B. Regele

President, DECISIONINSITE, LLC

June 7, 2018

**Tax ID # 74-3123949**

## SCHEDULE A: PRODUCT FEATURE LISTS

### Premier

Premier is DecisionInsite’s flagship package. The Premier package annually integrates the professional development of student enrollment projections with full access to all of the location analytic features of the DI StudentView System. The Premier package is highlighted by these distinctive features.

StudentView Features (Partial List)	Premier Features (Partial List)
Location Plot Data and Tools	<b>Two District-wide and School-by-grade Projections annually;</b> one conservative and the other moderate. In districts funded on a per pupil basis, the conservative projection is suitable for budget planning and staffing, and the moderate projection suitable for facilities planning
Plot students by an array of parameters, including by trait or attribute, by school, by area, by grade, plus more	
SFTP SIS Integration (for select SIS systems)	Intra-district (Open Enrollment/School of Choice) and Inter-district enrollment patterns
Annual Fall Enrollment Data Upload	
Anytime Student Upload	Projections by attendance area
Student Mailing List Generation	
Excel Data Exporting	A Final Executive Report of Findings designed for use with Administrative Staff and Boards
Display District and School Boundary Maps	
Location Analytics Tools	Full access to all of the EnrollmentAnalytics functions in the StudentView System
Maps generated to fit PowerPoint	
Google Street and Satellite Base Maps	Full access to the StudentView System’s boundary change analysis tools which allow the development of alternative geographic attendance areas and derive a report of future projected enrollment within the defined scenario area
Spatial Query Tools	
Report Generator	Full access to all of the unique DecisionInsite efficiency calculators
Measurement Tools	
Walking Distance Polygons	Full access to all of the community demographic variables that are integrated into the system along with all of the predefined, colorful reports—QuickInsite, FullInsite, ExecutiveInsite, SchoolInsite and Neighbor Center
Quick Presentation Graphs and Tables	
Easy PowerPoint Presentation Creation	
Alternative Google Base Maps	MySchoolLocator – Parent assigned school lookup

## **Optional Residential Development Research**

The option of Residential Development Research for integration into the enrollment forecasts is available upon request. Inclusion would include location mapping of expected projects, and full reporting on all proposed residential development projects phased over time.

Not all School Districts are impacted by new housing development. For clients who have been or may be impacted and request this service, DecisionInsite will contact government agencies and developers on behalf of the District to gather the data required to quantify the potential impact of new housing.

This work is completed on a “not-to-exceed” basis and the estimated fee for this service is listed separately below. Any data provided to DecisionInsite by the District will reduce the work required.

## **SCHEDULE B: ADDITIONAL SERVICES AND RATES**

### **Optional Services and Consulting Rates**

Clients have the option to contract with DECISIONINSITE for additional services. For reference a description of the services available and the corresponding rates are listed below. If the DISTRICT should choose to request any of the services listed below or any other service not listed, DECISIONINSITE will provide the DISTRICT an estimate in writing prior to commencing any work.

#### **Consulting**

**1. Residential Housing Development Research:** (If not already contracted for this service) For districts impacted by housing development, we offer additional research services. Many districts have internal staff that collect and monitor this information. But for those that do not, we offer this as an enhancement to the core service. Having an accurate picture of housing development is critical to good enrollment projections.

**2. Boundary Configuration Consulting:** While generating multiple attendance boundary reconfigurations is easy with the DI System, some districts prefer to contract for outside consulting services to assist in the generation of multiple scenarios and/or participate in or lead community reconfiguration committee processes. DecisionInsite’s professional and experienced team is well qualified to provide these additional services. Fees are assessed on an hourly basis and not-to-exceed amount is set in consultation with the client.

**3. Student Generation Rate Studies:** Student generation rates will determine how many students are expected out of new housing. Some districts have these already (by housing product type and grade level). For those that do not, we can either use our standard default rates or as an enhancement, DecisionInsite can generate custom student generation rates based upon product type that is anticipated and the current generation of students by similar product type.

**4. School Capacity Studies:** A School Capacity Study by DecisionInsite generates multiple scenarios that consider alternative impacts of changes in underlying variables such as special use classrooms, class size by grade level, half-day or extended day Kindergarten, number of relocatable classrooms, projected enrollment, spaces for teacher prep time, etc.

**5. Public Presentations of Findings:** If requested by the District, DecisionInsite will make staff available to review the work completed on behalf of the District.

### **Custom GIS Services**

DecisionInsite can easily add and integrate several custom data and analysis tools to a district's base system. These include:

**1. Existing Map Layer Changes:** As part of a standard agreement, a district can modify attendance areas once each year and this service is included in the base fee. Generally, this is sufficient since changes mid-year seldom occur and policy changes on attendance areas seldom happen more often. If such should be required outside the normal cycle of client updating, it would be considered custom GIS work and the district would be billed according to the hourly rate for GIS Technical Services.

**2. Custom Map Layers:** DISTRICT'S may request the creation of additional Map layers for analysis, print or PowerPoint presentations. Possibilities include:

- Special Assessment Districts
- School or municipal planning areas
- Natural or manmade hazard features such as flood zones, pipelines, or other features which require safety buffer zones
- Board Trustee Areas
- District study areas
- Other custom features

DecisionInsite can add these custom map layers to any existing district study. These layers can be activated or deactivated just like school attendance boundaries. Additionally, most custom layers can be queried for enrollment, ethnicity and census updates and projections.

Custom map layers are billed at the GIS Technical Services hourly rate. Upon request, DecisionInsite will provide the district with a project scope proposal based upon the assessed complexity of the project.

**3. Custom Plotting of People (other than students) or Places (other than schools).**

**Consulting and GIS Rates**

Consulting is billed according to DecisionInsite consulting rates as outlined below. In all cases, DecisionInsite provides the district with “a not to exceed” amount. Some contracts have development impact written in from the beginning. For others, these services may be appended to the original contract. All billing is based upon the rates in the following table.

Consultant Billable Rates	Per Hour
Senior Consultant	\$250.00
Consultant	\$175.00
Residential Development Research	\$150.00
GIS Technical Services	\$95.00

**Expenses**

Expenses are invoiced for actual travel, lodging and materials. For locations beyond one hour of travel time charge is included.

**Generation of Additional Enrollment Projections**

DISTRICTS may request additional projection scenarios beyond the standard two (2) per year. DecisionInsite can generate additional projections according to the following fee schedule.

Per additional enrollment projection scenario	Ranges	
	Min	Max
Web posting only, no report	\$1000	\$2,500
Web posting plus Final report	\$1,500	\$3,000

## **SCHEDULE C: WEB ACCESS POLICIES**

Access to DecisionInsight's secure web server is at the center of the services provided to DISTRICT. Therefore, the following policies should be followed.

Only authorized persons employed by or representing the school district may be granted access. Granting access to any other party is a violation of this AGREEMENT.

No person granted access rights may access and use any part of the site except in the conduct of school district business. Use of any information on other than for district business is a violation of this AGREEMENT.

The Client Access area on the DecisionInsight web site is password protected. Access will be granted according to those granted access by the District administrative user. These can be set up via the District Admin user interface.

There is no limit on the number of users granted to a district. However, only the district may authorize users and DecisionInsight will only add users upon the formal request of the authorized agent of the district. Unless otherwise stipulated, the authorized agent is the person signing the Agreement.



MySchoolLOCATOR will be accessible from the DecisionInsight web site. A link can be set up on the DISTRICT'S own web site as soon as the DISTRICT'S web studies are available. SchoolLOCATOR will remain active as long as the District remains an active client.

## SCHEDULE D: PRIVACY POLICY



### PRIVACY POLICY

#### Definition of Personal Information

Personal information is defined as any data relating to an identified or identifiable individual.

#### Definition of Aggregated Data

In the context of this privacy policy, aggregated data is defined as data which is derived from client uploads which has been compiled, organized and utilized by DecisionInsight to complete our contractual obligations. Aggregated data does not contain personal information. Examples of aggregated data include enrollment projections, grade level student counts or historical enrollment figures.

#### Statement of Privacy Principles

In handling client, student and employee personal information, we abide by the following principles:

- 1. We will limit the information we collect to that which is necessary to conduct business and work with clients to ensure compliance with Federal and State laws governing student data privacy.**
  - DecisionInsight collects business contact and student information in compliance with applicable laws and ethical business practices, in order to provide products and services, to conduct business, and to administer the StudentView web application.
  - As an organization conducting certain studies for or on behalf of a District, DecisionInsight will comply with all applicable elements of the *Federal Educational Rights and Privacy Act (FERPA)* and cooperate with the client to ensure District compliance.
  - We collect usernames and passwords from our clients for use in the login portion of the DecisionInsight web site.

- The business contact information we collect is an individual's name, title, business address, email address or telephone number, and any other information our clients voluntarily provide us.
  - The primary information collected from the student record includes the student identification number, home address, grade in school, dates of first enrollment in the district and in the school, and ethnicity. Client may also choose to provide us with additional student "attributes" if deemed necessary. Student names are not a necessary part of the record we collect; however, when provided, we use them to help identify and delete duplicate records and to enable user student list generation.
2. **We promise to use only legal, ethical and professionally accepted practices in collecting data.**
- We will deliberately limit our use of the data we collect
  - DecisionInsight shall not use or disclose business contact or student information for purposes other than those for which it was collected, except with the consent of the Person or as required by law.
  - We collect student information only for statistical and aggregate querying purposes, the results of which cannot be associated with a specific person.
  - At no time shall DecisionInsight divulge any data about particular students or families to which it has access neither during the production of the product nor subsequent to the final creation of the deliverable product.
  - We will not disclose any personal information in a manner that would link the information disclosed to the individual to whom it pertains.
  - DecisionInsight may from time to time use a person's business contact information to contact the person about changes, enhancements or similar notices related to DecisionInsight products and services.
3. **We will apply stringent procedural and technological security safeguards**
- DecisionInsight will protect personal information with physical, electronic and procedural safeguards that are appropriate to the sensitivity of the information, in order to protect it from unauthorized access, release or use.
  - Only DecisionInsight employees who need to know in order to provide products or services to you, or whose duties reasonably so require, are granted access to personal information about individuals.
  - DecisionInsight makes very limited use of "cookies." Cookies are files or file entries placed on your computer's hard drive by a website, that allow monitoring of your use of the site. We use cookies only to store a unique session ID so that we can keep each user's session separate from other users.
  - If there is an unauthorized disclosure of either personal student information or District business contact information, DecisionInsight will notify the client, in writing within 24 hours.
  - **Retention of Data:** DecisionInsight will retain personally identifiable data during the time DecisionInsight is providing services to the District and securely store the aggregated data (data not associated with a person) for a period of 5 years after

the expiration of the agreement. After 5 years DecisionInsite will delete all client data in a manner consistent with industry best practices.

**4. We will carefully limit data that may be shared with other vendors or agencies**

- Either while under contract by a School District or after the completion of our work for a School District, DecisionInsite does not and will not sell, rent, or otherwise provide personal information to any third party.
- DecisionInsite contracts with Amazon Web Services (AWS) for data storage and processing facilities to assist us in administering our web application or providing our products and services. AWS data centers are staffed 24/7 by trained security personnel.
  1. We may transfer personal information to vendors who have entered into a contract with DecisionInsite in ways that protects the confidentiality of your information and permits the vendor to use it only as reasonably necessary to fulfill its contract with DecisionInsite.
  2. From time to time School Districts direct DecisionInsite to provide data to District consultants who are working on behalf of the District. These requests must be provided to DecisionInsite in writing by authorized District personnel. DecisionInsite will only provide outside District consultants with aggregated data which cannot be associated with a specific person.
- DecisionInsite may disclose personal information as it believes is reasonably necessary to comply with law, regulation or other governmental authority or to prevent harm to you or others.
- DecisionInsite may disclose personal information upon a transfer or sale to another entity of all or substantially all of DecisionInsite's assets or stock in DecisionInsite's line of business to which this Privacy Policy relates.

**5. Protecting Privacy, a shared responsibility**

- DecisionInsite's StudentView platform is designed to be used by authorized District administrators only. System access should not be granted to individuals not employed by the District or not authorized to access personal information.
- DecisionInsite provides designated District personnel with administrative user rights which allow the client to grant or restrict access. It is the client's responsibility to verify the credentials of the person to whom they are granting access.
- The StudentView system provides a level of access in which personal information is not accessible. We recommend that the number of users with access to personal information be limited.
- If a client should need any assistance with system administration we strongly recommend that the client contact us for additional training.
- Clients should not send personal information to DecisionInsite for upload via email. A secure upload interface is provided for this purpose.

**6. DecisionInsite employees and contractors**

- All DecisionInsight employees and contractors are required to execute a Confidentiality Agreement, in which they agree to abide by the principles laid out in this document.

**7. We will be open concerning our policies and practices**

- DecisionInsight will respond to questions about our Privacy Principles, policies and procedures, and will address privacy complaints about possible privacy violations.
- Parents, legal guardians or students who wish to view or correct personally identifiable information should submit a request in writing to an administrator designated by the District. This request should be then submitted to DecisionInsight. Upon receipt of this request, DecisionInsight will take the appropriate action and respond via District personnel.
- We will provide clients and employees with easily understood information about our policies regarding the collection, use, and disclosure of personal information.
- DecisionInsight reserves the right to change this privacy policy, and will post any revisions on our web site.



## **SCHEDULE E: REFERENCES**

Mr. Paul Reed, Deputy Superintendent  
**Newport Mesa Unified School District (CA)**  
Contact phone: 714-424-5001  
[preed@nmusd.us](mailto:preed@nmusd.us)

Mr. Stan Johnson, Executive Director of Operations  
**Phoenixville Area School District (PA)**  
Contact phone: 484-927-5024  
[johnsons@pasd.k12.pa.us](mailto:johnsons@pasd.k12.pa.us)

Mr. Donald Stabler, Deputy Supt.  
**Torrance Unified School District (CA)**  
Contact phone: 310-972-6061  
[dstabler@tusd.org](mailto:dstabler@tusd.org)

Mr. Bob Reichert, Director of Business Affairs  
**Hatboro-Horsham School District (PA)**  
Contact phone: 215-420-5007  
[rreicher@hatboro-horsham.org](mailto:rreicher@hatboro-horsham.org)

Dr. Michael Christian, Superintendent.  
**Owen J. Roberts School District (PA)**  
Contact phone: 610-469-5112  
[Mchristian@ojrsd.com](mailto:Mchristian@ojrsd.com)

Jim Fregelette, Executive Director, Finance & Information Syst.  
**Erie 1 BOCES (NY)**  
Contact Phone: 716-821-7100  
[jfregelette@e1b.org](mailto:jfregelette@e1b.org)

Lisa Parker, Superintendent of Schools  
**Dunlap Community Schools (IL)**  
Contact Phone: 309-691-3955  
[lparker@dunlapcusd.net](mailto:lparker@dunlapcusd.net)

Dr. Richard Martinez, Superintendent  
**Pomona Unified School District (CA)**  
Contact phone: (909) 397-4800 ext. 3882  
[Richard.Martinez@pomona.k12.ca.us](mailto:Richard.Martinez@pomona.k12.ca.us)

Dr. Samuel Lee, Superintendent  
**Bensalem Township School District (PA)**  
Contact phone: 215-943-3200 ext. 212  
[slee@bensalemsd.org](mailto:slee@bensalemsd.org)

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Information Technology  
Todd Lewis, Director

**INITIAL:** *alg*  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH VECTORUSA FOR MANAGED TECHNOLOGY SERVICES

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**BACKGROUND INFORMATION:**

VectorUSA, one of Southern California's premiere technology companies that designs, builds and maintains data, voice, and video networks, has been assisting the District's Information Management Services Department with upgrading and support of the school's data network.

The District is requesting VectorUSA to provide Managed Technology Services for Network Infrastructure and Server Architecture. ■ The Network Architecture includes services and support to assure that network equipment (switches, routers, firewalls, etc.) and wireless centralized equipment are managed in a consistent and complete manner throughout the school year. ■ The Server Architecture includes services and support to assure server resources are managed in a consistent and complete manner. The services will include: 24x7x365 monitoring of all covered equipment; backup and patching of Operating Systems/Firmware of all critical centralized District Office systems including District Office servers and storage; remediation and maintenance services to restore failed equipment and outages; and a monthly time and material budget for Voice server and storage configuration management, moves, adds, and changes.

The agreement is aligned with the District's educational and financial goals. The term of the agreement is for one year (July 1, 2018 - June 30, 2019). The cost implication is \$134,808.96 which includes the Maintenance and 12 months service. Additional costs may be incurred with District approval.

**RECOMMENDATION:**

Approve the agreement with VectorUSA for Managed Technology Services (Network and Server Architecture) at an estimated amount up to \$150,000.00 from the General fund.

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**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement,

Action 1.4: Continue to utilize current data system. Assess and evaluate system to determine effectiveness.

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *ml*

Financial Implications?

Are funds for this item available in the 2018-2019 Budget?

Requisition #

Yes     No

Yes     No

\$150,000.00

  
(Amount)

General Fund

  
(Name of funding source and/or location)

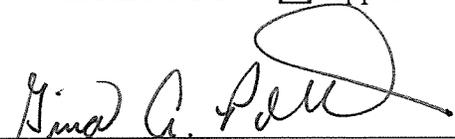
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(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

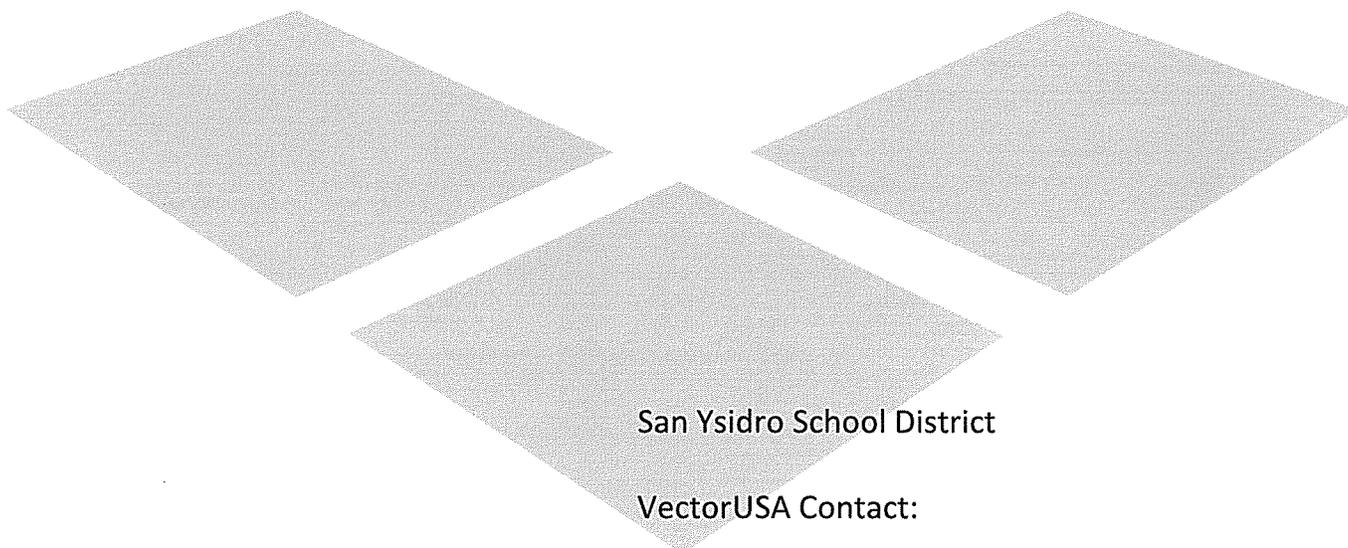
**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Gina A. Potter, Ed.D.  
Superintendent

# San Ysidro School District

Managed Technology Services for

Network & Server Architecture



San Ysidro School District

VectorUSA Contact:

Christie Lange

(858) 875-5711

[clange@vectorusa.com](mailto:clange@vectorusa.com)

June 4, 2018

Todd Lewis  
San Ysidro School District  
4350 Otay Mesa Road  
San Ysidro, CA 92173

Dear Todd,

VectorUSA would like to thank you for the opportunity to continue Managed Technology Services for San Ysidro School District. Our proposal includes a renewal of comprehensive services to assure the network equipment (switches, routers, firewalls, etc.) and server/storage centralized equipment are managed in a consistent and complete manner throughout the 2018-2019 school year. The proposal is written to align with the District's educational and financial goals with the following highlights:

- 24x7x365 Monitoring of all covered equipment from the (2) VectorUSA Network Operations Centers (NOCs) located within the Continental United States
- 24x7x365 Management including configuration changes, backup and patching of Operating Systems/Firmware of all critical District Office centralized systems including District Office servers and storage (including on premise secondary or backup storage), wireless controllers, firewalls and District Office routers
  - Includes remediation and maintenance services to restore failed equipment and outages
- A monthly Time and Materials Budget for server and storage configuration management and Moves, Adds, Changes (MAC) work, edge switch configuration/remediation, school site equipment configuration changes, handset issues, access point issues, or other services VectorUSA provides

We look forward to reviewing our proposal with you at your earliest convenience. In the meantime, please feel free to contact me with any questions you may have. Thank you for your consideration, and we look forward to working with you.

Sincerely,

Christie Lange  
(858) 875-5711  
clange@vectorusa.com

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## 1.0 Executive Summary

VectorUSA proposes to provide a continuation of VectorUSA Managed Technology Services to San Ysidro School District [herein “San Ysidro SD” or the “District”] to support the management of the network (voice, data, wireless) systems.

VectorUSA provides comprehensive care for our customers’ technology infrastructure, and our services are customized to meet each of our customers’ specific business objectives. Our service offering for San Ysidro School District is focused on meeting the following objectives:

1. Assure 24x7x365 access to the network and shared services by District personnel and students from all network points (school sites, wireless, wired)
2. Provide a consistent and maintained network security architecture, with firewall management and server and switch patching & updates
3. Provide a best-practice implementation of network services and configurations, maximizing investment by the District in the technology on premise
4. Maintain the integrity of key data and storage across multiple platforms and devices adhering to the retention and backup requirements of the District.

## 2.0 About VectorUSA

VectorUSA’s corporate vision is to “become the unsurpassed standard in ‘Connecting People to Information.’” We build our business one customer at a time through our family of dedicated employees by providing reliable, high-quality communications solutions that exceed our customer’s expectations.

As a leader in core network technologies, VectorUSA’s vision of information services is IP centric. Our fundamental approach begins with developing a deep understanding of the underlying flow of information across our customer’s technology infrastructure. We then design our systems and services to assure that information flow is designed and managed to optimize efficiency, availability, security and cost effectiveness.

## 3.0 Scope of Work

VectorUSA will provide professional Managed Technology Services to manage the network equipment for San Ysidro School District. Our service plan will be implemented in phases, as follows:

- Phase 1: Service Planning
- Phase 2: Inventory and Current-State Assessment
- Phase 3: Service Tier Mapping
- Phase 4: Managed Technology Services
- Additional Services (As Applicable)

### Phase 1: Service Planning

Upon execution of an Agreement to continue Managed Technology Services to San Ysidro SD, VectorUSA’s technical services team will coordinate a planning and update meeting with the District’s management team. The project continuation meeting will review San Ysidro SD’s overall goals for service implementation and confirm a mutually-agreeable service implementation schedule. VectorUSA will also update contact information for the District management team as required and on-site resources as required to manage technology services.

### Phase 2: Inventory and Current State Review

VectorUSA’s service team will review and verify all technical documentation made available by the current VectorUSA Managed Services teams and San Ysidro SD that will be required to manage their network and server infrastructure.

### Phase 3: Service Tier Mapping

VectorUSA provides multiple tiers of service for managed technology infrastructure components based upon each customer’s needs. Typically, managed service requirements fall into one of the five following service tiers; each successive service tier includes all services from the previous tier:

#### Service Tier 1: Component Monitoring (Basic)

This service tier provides basic monitoring of technology components to assure they are powered and available. Basic component statistics are limited to power, network availability, CPU and memory utilization, and temperature.

#### Service Tier 2: Component Monitoring (Full)

Full component monitoring includes comprehensive collection, evaluation and diagnosis of performance statistics, alarms and events for managed technology components to assure they are operating as designed and providing required services.

#### Service Tier 3: Component Maintenance

This service tier assures relatively static technology components/environments are appropriately maintained to assure continuous operation. Maintenance services include asset management, periodic backup, patch management, and replacement and reconfiguration of failed devices.

#### Service Tier 4: Component Management

Component management is typically required for more dynamic technology components/environments that require continuous evaluation, configuration, backup and review. Services include more frequent backup and patching, routine system performance reviews, configuration management and incident management.

#### Service Tier 5: Enterprise Management

Enterprise management services are typically required for technology environments that have stringent regulatory or compliance requirements, or where downtime of critical technology systems incurs potential liability or unacceptable costs to business operations. Enterprise management services include dedicated program management, change management, knowledge management, business continuity management and testing, and design management to limit system downtime to levels acceptable by the customer.

Upon completion of the inventory review with San Ysidro SD, VectorUSA will coordinate with District leadership to designate (“map”) service tiers for all managed technology components under this renewal Agreement. VectorUSA will provide managed technology services for all in-scope components based upon their designated service tier(s), as follows:

<b>VectorUSA Service Tiers for Managed Technology Components</b>					
<b>Managed Technology Services</b>	<b>Service Tier</b>				
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<i>24x7 Customer Service from VectorUSA Network Operations Centers Located in the USA</i>	*	*	*	*	*
<i>24x7 Monitoring of basic metrics (power, network response, CPU, memory and temperature)</i>	*	*	*	*	*
<i>Event Management, Communication and Escalation</i>	*	*	*	*	*
<i>Advanced Monitoring of Component Performance Statistics (i.e. application/operational logs, SNMP/WMI performance statistics, system services, etc.)</i>		*	*	*	*
<i>Incident Management</i>		*	*	*	*
<i>Monthly Performance Reporting</i>		*	*	*	*
<i>Service Level Management</i>			*	*	*
<i>Annual Configuration Backup and Archiving</i>			*	*	*
<i>Diagnosis of alerts and alarms, with recommendations for remediation</i>			*	*	*
<i>Remediation of Performance Issues within designated Service Level Agreement (SLA) Windows</i>			*	*	*
<i>Semi-Annual Operating System/Firmware Patching (as prudent/feasible)</i>			*	*	*
<i>Asset Management, including Return Merchandise Authorization (RMA) Management</i>			*	*	*
<i>Reconfiguration of Failed Components to Archived Configuration (Labor Only; Travel/Shipping not included)</i>			*	*	*
<i>Quarterly Performance Analysis and Customer Review</i>			*	*	*
<i>Ongoing (i.e. daily) Backup of System Configuration and Data</i>				*	*
<i>Bi-Monthly Patching of Server Operating Systems</i>				*	*
<i>Reconfiguration and Restoration of Failed Devices and Data within designated SLA Windows</i>				*	*
<i>Routine System Performance Monitoring and Tuning</i>				*	*
<i>Configuration Management</i>				*	*
<i>Named Program Manager</i>					*
<i>Monthly Management Reviews</i>					*
<i>Change Management (Including Customer Change Management Review/Approval)</i>					*
<i>Knowledge Management</i>					*
<i>Release/Deployment Management</i>					*
<i>Availability Management</i>					*
<i>Capacity Management</i>					*
<i>Identity Management</i>					*
<i>Root Cause Analysis</i>					*
<i>Annual Business Continuity/Disaster Recovery Testing</i>					*
<i>Installation/Provisioning of New Equipment</i>					*
<i>Component Refresh/Upgrade Management and Implementation<sup>1</sup></i>					*
<i>Service Governance Committee</i>					*

<sup>1</sup> Component refresh is limited to up to one-third (1/3) of managed components annually. Additional refresh services may be provided at Customer request on a Time and Materials basis.

VectorUSA will update the existing communications plan with San Ysidro SD personnel as necessary.

#### Phase 4: Managed Technology Services

VectorUSA and San Ysidro SD will mutually determine a start date for Managed Technology Services to continue under this Agreement. On the established date, VectorUSA shall resume management responsibilities as designated by the District in accordance with the established inventory of components in accordance with designated service tiers as described above.

#### Service Level Agreements (SLAs)

For all service tiers, monitoring, event management, incident management, diagnosis and remediation services will be provided twenty-four (24) hours per day, seven (7) days per week unless otherwise outlined in the communications plan. All other services will be provided during Normal Business Hours, which are Monday through Friday, 6AM to 6PM Pacific Time.

VectorUSA will provide all Managed Technology Services for San Ysidro SD in accordance with SLAs for the following service metrics:

##### Notification Window

- The time elapsed between VectorUSA receipt of an event, outage or service request and VectorUSA opening a ticket and assigning a resource to manage resolution.

##### Remote Response

- The time elapsed between VectorUSA receipt of an event, outage or service request and a qualified technical resource beginning remote work on resolving the ticket.

##### Onsite Response

- The time elapsed between VectorUSA receipt of an event, outage or service request and a qualified technical resource beginning work onsite (if necessary) to resolve the ticket.

##### Resolution

- The time elapsed between VectorUSA receipt of an event, outage or service request and resolution of the ticket<sup>2</sup>.

##### SLA Target

- The minimum success rate (measured monthly) for VectorUSA to meet all SLAs for notification, response or resolution.

SLAs for San Ysidro SD technology components are defined as follows:

<sup>2</sup> Compliance with any defined resolution SLA assumes San Ysidro SD's technology infrastructure components are architected to be restored within the resolution timeframe. VectorUSA will not be held responsible for missing SLA targets beyond our reasonable control based upon the architecture of each managed component or system.

Service Level Agreement						
Priority	Description	Notification Window	Remote Response	Onsite Response	Resolution	SLA Target
1	Entire site or major technology system is nonfunctional	30 min	2 hrs	NBD	N/A	90%
2	Partial site or major technology system is nonfunctional or significantly degraded	2 hrs	4 hrs	NBD	N/A	90%
3	Single centralized component is nonfunctional or performance is degraded	4 hrs	8 hrs	NBD	N/A	90%
4	Single endpoint is nonfunctional or performance degraded. Standard request for moves, adds and changes	8 hrs	24 hrs	48 Hrs	N/A	90%

\* NBD = Next Business Day during Normal Business Hours

Onsite Services

Vector will provide onsite services defined in the Service Tier definition for each managed component at the following location(s):

Site	Address
San Ysidro School District: District Office	4350 Otay Mesa Road San Ysidro, CA 92173
San Ysidro Middle School	4345 Otay Mesa Rd. San Ysidro, CA 92173
Vista Del Mar Elementary	4885 Del Sol Blvd. San Diego, CA 92154
Willow Elementary	226 Willow Rd. San Ysidro, CA 92173
La Mirada Elementary	222 Avenida De La Madrid San Ysidro, CA 92173
Smythe Elementary	1880 Smythe Ave. San Ysidro, CA 92173
Sunset Elementary	3825 Sunset Lane San Ysidro, CA 92173
Ocean View Hills Elementary	4919 Del Sol Blvd. San Diego, CA 92154

Onsite response SLAs apply only for sites specifically listed, and only for equipment located in a typical office or data center environment. Onsite response SLAs for equipment located outdoors or industrialized locations (such as light poles, warehouses, manufacturing facilities, studios, etc.) are “best-effort”

relevant to the location of the component and the availability of specialized equipment and/or safety protocols, as applicable that may be required to provide services.

#### Additional/Custom Services

VectorUSA will perform the following additional services for San Ysidro School District:

<b>Additional Services</b>
<ul style="list-style-type: none"><li>• VectorUSA will perform all other services on a Time and Materials basis. A Time and Materials “Budget” is included each month for the following items:<ul style="list-style-type: none"><li>○ Thrity (30) Hours of Network Engineer / Systems Administrator time</li><li>○ Eight (8) Hours of Network Administrator time</li><li>○ Four (4) Hours of Voice (Systems) Engineer time</li><li>○ The Time and Materials budget may be used for any service VectorUSA provides for the voice, wireless, and data system as required. In the event a portion of the Time and Materials budget is unused, it will carry over throughout the term of the proposal until it is used.</li><li>○ Services other than the Network Engineer/Admin will be pro-rated according to the Time &amp; Materials rates listed below in the pricing section</li></ul></li></ul>

**4.0 Pricing**

Pricing for Managed Technology Services is monthly based upon the type of device, application or service being managed and on the Service Tier defined by San Ysidro SD. VectorUSA’s pricing below is based upon our current understanding of San Ysidro SD’s network technology inventory and best practices for similar environments. The final cost may vary depending upon additional inventory discovered during service implementation and/or different Service Tiers defined by San Ysidro SD. VectorUSA will coordinate with San Ysidro SD on a quarterly basis to review quantities of managed network and system components (“Resource Units”) as required.

MANAGED SERVICES PRICING - NETWORK					
MANAGED RESOURCE (DESC)	SERVICE/RESOURCE UNIT (RU)	QTY	SERVICE TIER	EACH	TOTAL
DO - Fortinet 1500D	NW-Firewall	1	ST4 (Management)	\$ 481.38	\$ 481.38
DO - Cisco ISR Routers	NW-Router	2	ST4 (Management)	\$ 421.21	\$ 842.42
DO - Cisco Cat 4500 Core Switch	NW-Switch (L3)	1	ST4 (Management)	\$ 105.32	\$ 105.32
DO - Cisco Cat 3k Switches	NW-Switch (L3)	16	SL1 (Monitor U/D)	\$ 5.05	\$ 80.80
DO - Cisco WLC Controller	NW-Wireless Controller	1	ST4 (Management)	\$ 361.04	\$ 361.04
School Sites - Core Switches	NW-Switch (L3)	7	ST1 (Monitor U/D)	\$ 5.05	\$ 35.35
School Sites - Edge Switches	NW-Switch (L3)	15	ST1 (Monitor U/D)	\$ 5.05	\$ 75.75
School Sites - Edge Switches [NEW IN SCOPE]	NW-Switch (L2/L3)	40	ST1 (Monitor U/D)	\$ 5.05	\$ 202.00
School Sites - WLC Controllers	NW-Wireless Controller	7	ST2 (Monitor Full)	\$ 60.03	\$ 420.21
School Sites - Routers	NW-Router	7	ST1 (Monitor U/D)	\$ 5.05	\$ 35.35
District Office (DO) - Cisco Call Manager	VoIP-Call Manager	2	ST2 (Monitor Full)	\$ 65.36	\$ 130.72
DO - Cisco Unity Connection	VoIP-Voicemail Server	1	ST2 (Monitor Full)	\$ 65.36	\$ 65.36
DO - HP Hyper-V Hosts	SVR-Hyper-V	3	ST4 (Management)	\$ 347.18	\$ 1,041.54
DO - HP MSA SAN	STO-SAN/NAS Small (<10TB)	2	ST4 (Management)	\$ 231.44	\$ 462.88
Backup Server/Storage [2 Instances – HP & QNAP]	STO-Backup Appliance	1	ST4 (Management)	\$ 433.96	\$ 433.96
DO – Windows or Other VMs	SVR-Windows (P/V)	10	ST2 (Monitor Full)	\$ 60.03	\$ 600.30
School Sites – Cisco UCS Servers / ESXi Hosts	SVR-Windows (P/V)	11	ST1 (Monitor U/D)	\$ 8.58	\$ 94.38
School Sites - Shared Storage	STO-SAN/NAS Small (<10TB)	1	ST2 (Monitor Full)	\$ 60.03	\$ 60.03
T&M Budget – Switch/Server/MAC Work	LAB(H)-Network Engineer, STD	30	ST4 (Management)	\$ 130.49	\$ 3,914.70
T&M Budget – Voice Configuration Work	LAB(H)-Systems Engineer	4	ST4 (Management)	\$163.65	\$ 654.60
T&M Budget - Phone/AP Labor	LAB(H)-Network Administrator	8	ST4 (Management)	\$ 122.78	\$ 982.24
<b>Total Managed Services Charge (Monthly)</b>					<b>\$ 11,080.33</b>
<b>1-Year Nagios XI Licensing Maintenance [up to 200 Devices] - Annual</b>					<b>\$ 1,045.00</b>
<b>Onboarding of New Network Switches – One-Time</b>					<b>\$ 800.00</b>
<b>Total Price (Maintenance and 12 Months Service)</b>					<b>\$ 134,808.96</b>

Prices above are for all services defined in corresponding service tiers for each component. Onsite services are included only for San Ysidro SD site(s) designated in this Proposal in accordance with defined service tiers. Onsite services for equipment located outdoors or industrialized locations (such as light poles, warehouses, manufacturing facilities, studios, etc.) may incur additional charges dependent upon environmental conditions.

Additional services provided at San Ysidro SD’s request will be billed at the following discount Time and Materials rates:

<b>Time and Materials Rates for Additional Services</b>		
<b>Resource</b>	<b>Standard Rate</b>	<b>Discount Rate</b>
Technology Consultant	\$300.00	\$229.00
Senior Network Engineer/Systems Engineer	\$195.00	\$165.00
Network Engineer/Systems Administrator	\$165.00	\$130.49
Network Administrator	\$150.00	\$122.78
Desktop Analyst/NOC Analyst	\$125.00	\$103.80
Structured Cabling Technician	\$90.00	\$85.70
CAD Specialist	\$105.00	\$97.50

Minimum service increments for services billed on a Time and Materials basis are as follows:

- Remote Assistance Service Appointment: 30 Minute Minimum
- Onsite Service Appointment 120 Minute Minimum

Travel charges and expenses to the San Ysidro SD location for all onsite work requested by San Ysidro SD will be charged at the rates below. These charges will be invoiced in addition to any onsite service appointment minimums for Time and Materials work.

Site	Address	Travel Charge (Hours)	Travel Expenses
San Ysidro SD: District Office	4350 Otay Mesa Road San Ysidro, CA 92173	0.5	N/A
(7) School Sites	Site Addresses in Above Table	0.5	N/A

San Ysidro SD requests for emergency after-hours services<sup>3</sup> that are not specifically included in the Scope of Work will be invoiced at 1.5 times the discount rates shown above, including applicable travel charges. Request for any services on Federal Holidays<sup>4</sup> will be invoiced at 2.0 times the discount rates shown above, including applicable travel charges.

All billable travel shall be approved by San Ysidro SD in advance.

**5.0 Duration, Invoicing and Payment**

VectorUSA anticipates that Managed Technology Services shall commence on the first calendar day of the month following contract execution and end one year from that date. Managed Technology Services shall be billed on a monthly basis in advance.

Time and Materials services in addition/excess to any monthly labor resources provided will be billed at the end of the month in which they are accrued.

Materials required on to resolve technical issues are not included and will be quoted separately upon request.

Payment of invoices is due NET 15.

<sup>3</sup> Emergency after-hours services are defined as remote or onsite services that are not scheduled at least forty eight (48) hours in advance, and are performed between 6PM and 6AM Monday through Friday, or any time Saturday or Sunday.

<sup>4</sup> A list of Federal Holidays may be found at <http://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/federal-holidays/>.

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## 6.0 Terms and Conditions

The following terms and conditions are incorporated into VectorUSA's Proposal for services (the "Agreement") made between VectorUSA and San Ysidro School District. (the "Customer").

**Scope of Services:** VectorUSA agrees to provide the comprehensive support services stated in this Agreement for all Customer Premise Equipment ("Equipment"). VectorUSA does not warrant that the operation of any listed Equipment shall be uninterrupted. The services to be supplied by VectorUSA for the total charge set forth on this Agreement shall consist of personnel services required to respond appropriately to Customer incidents and issues, and requests for additional professional services and materials as required.

Charges for materials and services outside the scope of this Agreement but still required to resolve Customer requests shall be due and payable upon receipt of an invoice after the completion of the installation, repair or other service. The charges and all other charges payable to VectorUSA under this Agreement are exclusive of federal, state or local tax, other than a tax on net income now or hereafter in effect or become applicable to any payment due under this Agreement, or to the Customer's equipment. The Customer shall file all necessary tax returns and shall pay all such taxes.

**Payment and Termination:** Payment is to be made according to the terms stated in the Agreement. Payment terms allowing Customer to pay the costs of this Agreement in more than one payment over the course of the term of this Agreement does not alter the terms of this Agreement. VectorUSA may deem this contract in default and immediately terminate it if the payment is delinquent in excess of thirty (30) days. If customer is in default in the payment of the Agreement charge(s) and fails to cure such default within ten (10) days after receiving written notification of such default, the Customer agrees to pay a reasonable Attorney's Fee in the event the amount in default is placed in the hands of an Attorney for collection.

The term of this Agreement is one year. The Customer may cancel this Agreement by providing VectorUSA with written cancellation notice 30 days prior to cancellation. Should the Customer cancel less than 90 days after the origin date of the Agreement, VectorUSA shall be entitled to a cancellation fee of ten (10) percent of the overall value of the Agreement to cover the cost of service setup. Transition fees and hardware/software provided to Customer are non-refundable.

**Access:** Customer agrees to maintain, where required, a full time, dedicated Internet connection and to allow VectorUSA access to the Customer's network via that Internet connection. Customer agrees to allow VectorUSA employees or subcontractors access to its facilities in order to perform services under this Agreement. Customer agrees to allow VectorUSA access to the covered Equipment. Customer agrees to allow VectorUSA to load any necessary management software on their systems and/or install a Vector-owned device on the Customer network as required. Customer agrees to furnish VectorUSA with Administrator-level password access for all covered Equipment and servers, where necessary. VectorUSA agrees not to prevent Customer from accessing any Equipment owned by the Customer. If persons other than VectorUSA representatives shall perform maintenance, or repair the Equipment, and as a result further repair by VectorUSA is required to restore the Equipment to good operating condition, such repair will be made at rates for additional onsite service established in this Agreement.

**Limited Warranty:** VectorUSA warrants to the Customer that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. VECTORUSA MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Limitation of Liability:** The Customer agrees that VectorUSA will not be liable for any special, incidental, indirect, or consequential damages hereunder, including but not limited to the loss of profit, or liability to third parties, however caused, whether by the act or negligence of VectorUSA or otherwise. It is recognized that the Equipment contains memories or other devices which have accumulated substantial data. In no event shall VectorUSA be liable to the Customer if any such data is lost or rendered inaccurate, regardless of the cause of any such loss or inaccuracy.

VectorUSA's liability on any claim of loss or liability, arising out of or connected with this Agreement (including, but not limited to, loss or liability arising from VectorUSA's breach of contract of any alleged act or negligence of Vector) shall in no case exceed the total purchase price of services covered under this Agreement. In no event shall VectorUSA's liability for any services under this Agreement exceed \$25,000. VectorUSA will in no way be held responsible and/or liable for damages, monetary or otherwise, by customer, or any other affected party, in the event of a security breach or network security-related outages, damages, losses, etc.

In no event shall either VectorUSA or the Customer be liable to the other for any indirect, special, punitive, exemplary, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, or loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to any portion of this Agreement, regardless of the legal theory under which such damages are sought, and even if VectorUSA has been advised on the possibility of such damages or loss.

**Excusable Delays:** VectorUSA shall not be liable for any failure or delay in furnishing maintenance or spare parts hereunder resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by Customer to provide full and appropriate access to the covered Equipment, failure of monitoring hardware or software, Customer Internet connection failure, or other causes beyond VectorUSA's reasonable control.

**Exclusions:** THIS AGREEMENT DOES NOT INCLUDE THE REPAIR OR REPLACEMENT OF ANY HARDWARE PRODUCT, OR ANY SOFTWARE LICENSING EXCEPT SOFTWARE INSTALLED AND USED EXCLUSIVELY BY VECTORUSA TO PROVIDE MONITORING AND REPORTING SERVICES. Charges for the above will be on a Time and Materials basis. The Customer is advised to maintain hardware warranties on covered equipment at their own discretion and expense. Customer is responsible to assure all software used by the Customer is appropriately licensed.

**Software and Operating System Errors:** This Agreement is limited to services specifically defined in this Agreement. It is the responsibility of the Customer to ensure that all of its files are adequately backed up and that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. In no way is VectorUSA liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or

for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make the system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O/S or Software, or re-indexing databases, will be billed separately on a Time and Materials basis.

**Indemnification:** Both the Customer and VectorUSA agrees to defend, indemnify and hold harmless the other party, its vendors, and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the Customer's use of the services in this Agreement.

**Confidentiality, Publication and Non-Compete:** VectorUSA and the Customer agree that any and all information identified by the other as "Confidential" and/or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and/or Proprietary, will not be disclosed to any third person without the express written consent of the other party. Confidential Information includes, but is not limited to, information about the respective entities' products and services, information relating to purchasing, accounting, pricing, marketing and customers not generally known in the business in which the entity has been, is or may become engaged and which is developed by, disclosed to, or becomes known as a consequence of or through each party's relationship with the other. Confidential Information does not include any information or development: (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use.

Upon the expiration of the term of this Agreement, VectorUSA shall, and shall instruct its agents to whom Confidential Information was disclosed pursuant hereto, continue to treat as confidential and preserve the confidentiality of all Confidential Information received from the Customer.

Neither VectorUSA nor Customer shall directly or indirectly, solicit, recruit or hire any Customer or VectorUSA personnel, whether or not such personnel performed work for the Customer, during the term of this agreement and for a period of one (1) year after the termination of this agreement. The provisions of this Section shall survive the termination or expiration of the Agreement.

**Applicable Law:** This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the Customer and VectorUSA. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by the Customer for the repair or maintenance of the Equipment in the Equipment.

Either party may terminate this Agreement at any time for failure of the other to comply with any of its Terms and Conditions.

The Customer represents that he is owner of the Equipment subject to this Agreement or if not the owner, he has authority to enter into the Agreement.

**Scope of Agreement:** If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and both the Customer and VectorUSA hereto consent and agree that

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such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not hereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

Modification or Amendment: If VectorUSA finds it necessary to modify the terms of this Agreement, the Customer will be provided written notice thereof at least sixty days in writing prior to the modification taking effect. Customer’s continued use of the services in this Agreement after the modification takes effect constitutes acceptance of the modified Agreement.

Assignment: This Agreement may not be assigned by either the Customer or VectorUSA without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

(This Section Intentionally Left Blank)

**7.0 Agreement**

By signing below, both San Ysidro School District and VectorUSA acknowledge that they have read, understood and agree to be bound by the terms and conditions provided in this Proposal, and that the persons signing are duly authorized to do so. San Ysidro SD authorizes VectorUSA to perform the Scope of Work described in this Proposal, and to the associated terms of invoicing and payment.

VectorUSA  
9808 Waples Street  
San Diego, CA 92121

San Ysidro School District  
4350 Otay Mesa Road  
San Ysidro, CA 92173

By:

By:

Patrick Luce  
Director of Consultative Services  
VectorUSA

Gina A. Potter, Ed.D.  
(Printed Name)

June 4, 2018

Superintendent  
(Printed Title)



\_\_\_\_\_  
(Printed Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Board Approved: \_\_\_\_\_

### **Appendix A: References**

References from VectorUSA clients are available upon request.

### **Appendix B: Sample Reports and Documentation**

Sample reports and documentation from VectorUSA Managed Technology Services are available upon request.

**END OF DOCUMENT**

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

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

**INITIAL:** gap  
 Informational  
 Action

**AGENDA ITEM:** RESOLUTION NO. 17/18-0015 – BOARD COMPENSATION FOR MISSED MEETINGS

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**BACKGROUND INFORMATION:**

The Governing Board of the San Ysidro School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250.

Education Code 35120 provides that the monthly compensation provided to Board members shall commensurate with the percentage of meetings attending during the month unless otherwise authorized by Board resolution. Antonio Martinez was absent from the regular Board Meeting of May 10, 2018.

**RECOMMENDATION:**

Adopt Resolution No. 17/18-0015 recognizing that Antonio Martinez was absent from the regular Board Meeting of May 10, 2018 due to illness and received the maximum monthly compensation for that month.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed:   *m*  

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

Yes     No

Yes     No

  
(Amount)  
(Name of funding source and/or location)  
(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

*Gina A. Potter*  
Gina A. Potter, Ed.D.  
Superintendent

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD**

**RESOLUTION NO. 17/18-0015**

**BOARD COMPENSATION FOR MISSED MEETINGS**

**WHEREAS**, the Governing Board of the San Ysidro School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250; and

**WHEREAS**, Education Code 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution; and

**WHEREAS**, Education Code 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed; and

**WHEREAS**, the Board finds that Antonio Martinez did not attend the regular Board Meeting on May 10, 2018, for the following reason(s):

- Performance of other designated duties for the district during the time of the meeting
- Illness or jury duty
- Hardship deemed acceptable by the Board

**NOW, THEREFORE, BE IT RESOLVED**, that the Governing Board of the San Ysidro School District approved full compensation of the Board member for the month of May 2018.

**PASSED AND ADOPTED THIS** 14th day of June, 2018 at a regular meeting, by the following vote:

**AYES:** \_\_\_\_\_ **NOES:** \_\_\_\_\_ **ABSENT:** \_\_\_\_\_ **ABSTAIN:** \_\_\_\_\_

Attest:

\_\_\_\_\_  
Gina A. Potter, Ed.D., Superintendent

\_\_\_\_\_  
Rosaleah Pallasigue, Board President

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

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

**INITIAL:** Gap  
 Informational  
 Action

**AGENDA ITEM:** RESOLUTION NO. 17/18-0016 – BOARD COMPENSATION FOR MISSED MEETINGS

---

**BACKGROUND INFORMATION:**

The Governing Board of the San Ysidro School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250.

Education Code 35120 provides that the monthly compensation provided to Board members shall commensurate with the percentage of meetings attending during the month unless otherwise authorized by Board resolution. Irene Lopez was absent from the regular Board Meeting of May 10, 2018.

**RECOMMENDATION:**

Adopt Resolution No. 17/18-0016 recognizing that Irene Lopez was absent from the regular Board Meeting of May 10, 2018 due to hardship and received the maximum monthly compensation for that month.

---

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed:   *Gap*  

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

Yes     No

Yes     No

\$264.60 (Amount)
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General Fund (Name of funding source and/or location)
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-- (Funding account number)
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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

*Gina A. Potter*  
Gina A. Potter, Ed.D.  
Superintendent

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD**

**RESOLUTION NO. 17/18-0016**

**BOARD COMPENSATION FOR MISSED MEETINGS**

**WHEREAS**, the Governing Board of the San Ysidro School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120 and Board Bylaw 9250; and

**WHEREAS**, Education Code 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution; and

**WHEREAS**, Education Code 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed; and

**WHEREAS**, the Board finds that Irene Lopez did not attend the regular Board Meeting on May 10, 2018, for the following reason(s):

- Performance of other designated duties for the district during the time of the meeting
- Illness or jury duty
- Hardship deemed acceptable by the Board

**NOW, THEREFORE, BE IT RESOLVED**, that the Governing Board of the San Ysidro School District approved full compensation of the Board member for the month of May 2018.

**PASSED AND ADOPTED THIS** 14th day of June, 2018 at a regular meeting, by the following vote:

**AYES:** \_\_\_\_\_ **NOES:** \_\_\_\_\_ **ABSENT:** \_\_\_\_\_ **ABSTAIN:** \_\_\_\_\_

Attest:

\_\_\_\_\_  
Gina A. Potter, Ed.D., Superintendent

\_\_\_\_\_  
Rosaleah Pallasigue, Board President

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Special Education  
Oscar Madera, Acting Director

**INITIAL:** CS  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENTS WITH TEAMS FOR 2018-2019 SCHOOL YEAR

**BACKGROUND INFORMATION:**

The purpose of this agreement is to outline the roles and responsibilities of the research and agencies, organizations and districts during the participation in the study named “Translating Evidence-based Interventions for Autism Spectrum Disorder (ASD): Multi-Level Implementation Strategy” (TEAMS) awarded to Dr. Aubyn Stahmer at UC Davis, Dr. Lauren Brookman Frazee at University of California (UC) San Diego and Dr. Anna Lau at UC Los Angeles. The study will examine the impact of strategies to enhance clinician training in an evidence-based intervention for children with ASD. This study is being funded by the National Institutes of Mental Health (NIMH).

Treatment is divided into two parts: An Individualized Mental Health Intervention (AIM HI) and Crisis Pivotal Response Teaching (CPRT). AIM HI is an intervention to address challenging behaviors with ASD ages 5-13. It emphasizes both parent and child skill-building; and CPRT is designed specifically to meet the additional demands that special education teachers face in public and private school classrooms.

**RECOMMENDATION:**

Approve the Site Enrollment Agreements with Translating Evidence-based Interventions for ASD: Multi-Level Implementation Strategy (TEAMS): Classroom Pivotal Response Teaching and An Individualized Mental Health Intervention to examine the impact of strategies to enhance clinician training in an evidence-based intervention for children with autism spectrum disorder for school year 2018-2019 at no cost to the District.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

**Goal 1 1.16** Provide professional development for specific programs (i.e. Project Lead the Way, AVID) implemented in middle schools and/or elementary schools.

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: pm

Financial Implications?

Are funds for this item available in the 2018-2019 Budget?

Requisition #

Yes     No

Yes     No

N/A  
(Amount)

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

(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent’s Office Certification**

  
 \_\_\_\_\_  
 Gina/A. Potter, Ed.D.  
 Superintendent

**Translating Evidence-based Interventions for ASD: A Multi-Level Implementations Strategy (TEAMS)**  
**CPRT**  
**Site Enrollment Agreement**

**I. Purpose**

The purpose of this agreement is to outline the roles and responsibilities of the research team and agencies, organizations and districts during participation in the study entitled “Translating Evidence-based Interventions for ASD: Multi-Level Implementation Strategy” (TEAMS) awarded to Dr. Aubyn Stahmer at UC Davis, Dr. Lauren Brookman Frazee at UC San Diego and Dr. Anna Lau at UC Los Angeles. This study will examine the impact of strategies to enhance teacher training in an evidence based intervention for children with autism spectrum disorder (ASD). This study is being funded by the National Institutes of Mental Health (NIMH)

**II. Project Information**

This study will test the effects of the “Translating Evidence-based Interventions for ASD: Multi-Level Implementation Strategy” (TEAMS) model on teacher training and child outcomes when used to enhance training in an evidence-based intervention for autism spectrum disorder (ASD) in mental health and education service systems.

**III. Treatment Information**

Classroom Pivotal Response Teaching (CPRT) is a naturalistic, behavioral intervention for children with autism. It is a classroom modification of Pivotal Response Training (PRT), designed specifically to meet the additional demands that special education teachers face in public and private school classrooms. Based on the principles of Applied Behavior Analysis (ABA), CPRT specifies eight teacher behaviors designed to obtain and maintain a high level of student motivation, as well as maintain and generalize student skills across a variety of settings and people.

**IV. Study Procedures**

- A. District leaders will work with TEAMS staff to identify appropriate schools for enrollment in the study. In order for districts to be eligible for enrollment, at least 5 classrooms within the district must have at least 1 child between the ages of 3-10 diagnosed with ASD eligible to enroll in the study.
- B. All programs will CPRT training and coaching. Each school district will be **randomized** into one of four implementation conditions (see below). In all four conditions, teachers will receive training in an evidence-based behavioral technique used with children with ASD: Classroom Pivotal Response Teaching (CPRT).
  - a. In the STANDARD condition, teachers will receive our standard CPRT training in ways shown to be effective for most teachers and lead to improvements in child behaviors. This includes initial interactive workshop and in-classroom coaching and consultation. **TEACHERS IN ALL GROUPS WILL RECEIVE CPRT TRAINING.**
  - b. In the TLI condition, prior to the teachers receiving CPRT training, enrolled leaders will participate in the TEAMS Leadership Institute (TLI) which will provide assessment and training in strategies to support teachers in their use of CPRT.
  - c. In the TIPS condition, CPRT training for teachers will be enhanced with TEAMS Individualized Provider Strategy (TIPS) for training through the use of a pre-training phone call with the CPRT coach, and completion of brief activities with the coach during

- training sessions. TIPS aims to assist teachers with individualized, proactive implementation planning.
- d. In the fourth group teachers will participate in CPRT training and TIPS and leaders will participate in TLI.
- C. After randomization occurs, research staff will proceed with teacher/student recruitment as follows:
- a. Research staff and participating leaders will plan the best way to provide a study overview for teachers.
  - b. Research staff will obtain written consent for participation and provisionally enroll in the study. Teacher will be informed that participation is voluntary and that his or her participation is contingent upon having an eligible student enroll in the study.
  - c. Once teacher consent is obtained, he or she will approach caregivers of a potentially eligible student in his or her classroom to provide a brief description of the study and obtain verbal permission for the research team to contact the family about participation. The family will receive a copy of the consent form and study procedures to review. All students in the class will receive a copy of the study description and a request to allow video recording of the classroom (students whose parents do not agree will not be filmed).
  - d. Research staff will then contact all caregivers who provided permission to be contacted to outline study participation, confidentiality procedures and obtain consent for participation. Caregivers will be informed that participation is voluntary and declining participation will not impact the receipt of services through the school or district. Further, they will be informed that the research team will keep all research data confidential to the extent allowable by law. Lastly, they will also be informed that participation is contingent upon meeting study eligibility criteria.
  - e. After obtaining consent, research staff will determine whether the child is eligible for study participation. If the child is eligible, the family can enroll in the study.
- D. Research staff will collect data from program leaders, teachers, and families.
- E. Participating teachers will be asked to video record and upload classroom activities of their choice at least three times throughout the course of the study using recording equipment provided by the TEAMS study. Video files will be securely transferred to the research team. If the teacher has challenges with this, the research team can assist with video recording.
- F. All student information collected by research staff will remain confidential within the study by entering all student data into a de-identified database. All data will be kept secure in locked cabinets and password protected servers to which only research staff will have access. Note that to protect student privacy, the investigators have obtained a Confidentiality Certificate from the U.S. Department of Health and Human Services. With this certificate, the investigators cannot be forced to disclose research information that may identify the student in any Federal, State, or local civil, criminal, administrative, or other proceedings

## **V. Responsibilities**

### **A. Research Staff Responsibilities**

- a. Randomize school districts to condition
- b. Determine district, teacher, and student study eligibility.

- c. Inform all participants (program leaders, teachers, children and parents) about study participation and obtain consent to participate in the study.
  - d. Obtain consent from study participants and other students in the classroom to permit video recording for the purposes of the study and transfer of video files from teacher to research team.
  - e. Provide participant teacher with about 12 hour didactic workshop and ongoing coaching for approximately 6 months (till the end of the school year).
  - f. Provide TEAMS implementation Leadership Institute for leaders randomized to this condition (training and consultation).
  - g. Provide gift cards as compensation to participants.
- B. Program Leaders
- a. Help facilitate teacher recruitment and logistics
  - b. Ensure that video equipment provided to the program is stored in secure location
  - c. Complete web-based surveys and/or interviews at enrollment, pre and post intervention, and follow up.
  - d. Participate in the TEAMS Leadership Institute if the leaders are randomized to this condition.
- C. Teachers
- a. Classroom related activities
    - i. Assist research team to identify potentially eligible students
    - ii. Assessment: Complete baseline survey and questionnaires at the beginning of the study (45 minutes).
    - iii. Attend an initial training workshop (to be scheduled with the District-may be during work hours or afterschool depending upon the District): 1 day.
    - iv. Video record classroom observations: Participate in 3 video recorded classroom activities throughout the course of the study. Teachers should follow district policies and procedures regarding videotaping sessions
    - v. Read the CPRT manual and participate in group CPRT training. Trainings will include lectures, video examples and case illustrations.
    - vi. Engage in classroom support activities (e.g., session preparation, video recording; coaching): 2-3 hours per month for up to 6 months.
  - b. Research-related activities:
    - i. Complete surveys and/or interviews at enrollment, pre-intervention, post intervention, and at follow up.
- D. Parents
- a. Complete a telephone interview, web-based or paper and pencil survey pre and post intervention.
  - b. Permit video recording of classroom activities.

**IV. SIGNATURES**

\_\_\_\_\_  
TEAMS Study PI, Lauren Brookman-Fraze, Ph.D.

\_\_\_\_\_  
Date

\_\_\_\_\_  
TEAMS Study PI, Aubyn Stahmer, Ph.D.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency/Organization/District Leader Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency/Organization/District Leader Name and Title

\_\_\_\_\_  
Agency/Organization/District Name

Translating Evidence-based Interventions for ASD: a Multi-Level Implementations Strategy (TEAMS)  
CPRT and AIM HI  
Site Enrollment Agreements

**ADDENDUM**

**CONFIDENTIALITY:**

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.

**INDEMNIFICATION:**

The University of California, TEAMS research team, consultants, agencies, and organizations (hereafter referred to TEAMS) participating in these agreements, agree to protect, save, defend, indemnify and hold harmless the San Ysidro School District (District), their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys’ fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by TEAMS, TEAMS’ agents, officers, employees, consultants, sub consultants, or independent consultants hired by TEAMS under this Agreement. The only exception to TEAMS’ responsibility to protect, save, defend and hold harmless San Ysidro School District is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of the District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable.

This Addendum is part of the Site Enrollment Agreements for CPRT and AIM HI. Each of the parties signing this Addendum warrants to the other that he or she has the full authority of the organization on behalf of which his or her signature is made.

TEAMS: \_\_\_\_\_

DISTRICT: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_ Board Approved:

**12B.21**

**Page 6 of 11**

**Translating Evidence-based Interventions for ASD: A Multi-Level Implementations Strategy (TEAMS)  
AIM HI  
Site Enrollment Agreement**

**I. Purpose**

The purpose of this agreement is to outline the roles and responsibilities of the research team and agencies, organizations and districts during participation in the study entitled “Translating Evidence-based Interventions for ASD: Multi-Level Implementation Strategy” (TEAMS) awarded to Dr. Aubyn Stahmer at UC Davis, Dr. Lauren Brookman Frazee at UC San Diego and Dr. Anna Lau at UC Los Angeles. This study will examine the impact of strategies to enhance clinician training in an evidence based intervention for children with autism spectrum disorder (ASD). This study is being funded by the National Institutes of Mental Health (NIMH).

**II. Project Information**

This study will test the effects of the “Translating Evidence-based Interventions for ASD: Multi-Level Implementation Strategy” (TEAMS) model on clinician training and child outcomes when used to enhance training in an evidence-based intervention for autism spectrum disorder (ASD) in mental health and education service systems.

**III. Treatment Information**

AIM HI is an intervention to address challenging behaviors in children with ASD ages 5 to 13. It emphasizes both parent and child skill-building. Participant programs include those that provide publicly-funded therapy to children in outpatient, school and day treatment settings. Study participation includes therapist training, 6 months of consultation and delivery of AIM HI and data collection through session videos, questionnaires and interviews.

**IV. Study Procedures**

- A. Agency leaders will work with TEAMS staff to identify appropriate programs for enrollment in the study. In order for programs to be eligible for participation at least five therapist/child dyads must be eligible for enrollment in the study.
- B. All programs will receive AIM HI training and consultation. Each agency will be randomized into one of four implementation conditions (see below). In all four conditions, clinicians will receive training in an evidence-based mental health intervention for ASD: An Individualized Mental Health Intervention (AIM HI).
  1. In the STANDARD condition, clinicians will receive our standard AIM HI training in ways shown to be effective for most clinicians and lead to improvements in child behaviors. This includes an initial interactive workshop and bi-monthly consultations for 6 months.  
CLINICIANS IN ALL GROUPS WILL RECEIVE AIM HI TRAINING.
  2. In the TLI condition, prior to the clinicians receiving AIM HI training, enrolled leaders will participate in the TEAMS Leadership Institute (TLI) which will provide assessment and training in strategies to support clinicians in their use of AIM HI.
  3. In the TIPS condition, AIM HI training for clinicians will be enhanced with TEAMS Individualized Provider Strategy (TIPS) for training through the use of a pre-training phone call with the AIM HI coach, and completion of brief activities with the trainer during training sessions. TIPS is aimed to assist clinicians with individualized, proactive implementation planning.
  4. In the fourth group clinicians will participate in AIM HI training and TIPS and leaders will participate in TLI.

- C. After randomization occurs, research staff will proceed with therapist and client recruitment as follows:
- a. Research staff and participating leaders will plan the best way to provide a study overview for clinicians.
  - b. Research staff will obtain consent for participation and provisionally enroll in the study. Therapists will be informed that participation is voluntary and that his or her participation is contingent upon having an eligible client enroll in the study.
  - c. Once therapist consent is obtained, he or she will approach caregivers of all potentially eligible clients on his or her caseload to provide a brief description of the study and obtain verbal permission for the research team to contact the family about participation. Note that a partial waiver of individual authorization for use of Protected Health Information (PHI) (including parent and child name and contact information) for child recruitment purposes will be obtained as stipulated by the HIPAA Privacy Rule, 45 CFR 164 Section 512(1). Specifically, therapists will use an IRB-approved "AIM HI Permission to Contact Form" which includes a script for therapists to use to introduce caregivers to the study and instructions to refer to research staff to provide additional details to the caregiver.
  - d. Research staff will then contact all caregivers who provided permission to be contacted to outline study participation, confidentiality procedures and obtain consent for participation. Caregivers will be informed that participation is voluntary and declining participation will not impact the receipt of services through the provider agency, organization or district. Further, they will be informed that the research team will keep all research data confidential to the extent allowable by law. Lastly, they will also be informed that participation is contingent upon meeting study eligibility criteria.
  - e. After obtaining consent, research staff will determine whether the child is eligible for study participation. If the child is eligible, both therapist and family will enroll in the study.
- D. Research staff will collect data from program leaders, therapists, and families.
- E. All sessions with participant clients will be video recorded by participating therapists for up to 6 months using recording equipment provided by the TEAMS study. Video files will be securely transferred to the research team.
- F. All client information collected by research staff will remain confidential within the study by entering all client data into a de-identified database. All data will be kept secure in locked cabinets and password protected servers to which only research staff will have access. Note that to protect client privacy, the investigators have obtained a Confidentiality Certificate from the U.S. Department of Health and Human Services. With this certificate, the investigators cannot be forced to disclose research information that may identify the client in any Federal, State, or local civil, criminal, administrative, or other proceedings.

## **V. Responsibilities**

### **A. Research Staff Responsibilities**

- a. Randomize agencies to condition
- b. Determine program, therapist, and client study eligibility.
- c. Inform all participants (program leaders, therapists, children and parents) about study participation and obtain consent to participate in the study.
- d. Obtain consent from study participants to permit video recording for the purposes of the study and transfer of video files from therapist to research team.
- e. Provide participant therapist with one-day workshop and ongoing consultation (2 times/month) for 6 months. Note that AIM HI training and consultation does not replace clinical supervision. Clinical supervisors of participant therapists are invited to attend the workshop and consultations.
- f. Provide TEAMS implementation Leadership Institute for leaders randomized to this condition (training and consultation).
- g. Provide gift cards as compensation to participants.

### **B. Program Leaders**

- a. Help facilitate therapist recruitment and logistics
- b. Notify funder (County, District) of study participation
- c. Ensure that video equipment provided to the program is stored in secure location
- d. Complete web-based surveys and/or interviews at enrollment, pre and post intervention, and follow up.
- e. Participate in the TEAMS-LEAD intervention with the leaders who are randomized to this condition.

### **C. Therapists**

- a. Clinical related activities (during work hours)
  - i. Assist research team to identify potentially eligible clients on caseload: 10 minutes per client.
  - ii. Attend an initial training workshop: 12 hours.
  - iii. Attend ongoing clinical consultation meetings with AIM HI trainers while delivering AIM HI to participant family: 2 times per month for 6 months (lasting approximately 1 hour each).
  - iv. Engage in clinical support activities (e.g., session preparation, video recording): 1-2 hours per month for up to 6 months.
  - v. Video record all therapy sessions with participating family. Therapists should follow agency policies and procedures regarding videotaping sessions.
- b. Research-related activities (outside work hours, compensation for time provided by TEAMS study team):
  - i. Complete surveys and/or interviews at enrollment, pre-intervention, post intervention, and at follow up.

### **D. Clients**

- a. Complete telephone interviews or web based surveys pre and post intervention.
- b. Attend scheduled therapy sessions.
- c. Permit video recording of sessions.

**IV. SIGNATURES**

\_\_\_\_\_  
TEAMS Study PI, Lauren Brookman-Fraze, Ph.D.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency/Organization/District Leader Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency/Organization/District Leader Name and Title

\_\_\_\_\_  
Agency/Organization/District Name

Translating Evidence-based Interventions for ASD: a Multi-Level Implementations Strategy (TEAMS)  
CPRT and AIM HI  
Site Enrollment Agreements

**ADDENDUM**

**CONFIDENTIALITY:**

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.

**INDEMNIFICATION:**

TEAMS research team, agencies, and organizations participating in these agreements, agree to protect, save, defend, indemnify and hold harmless the San Ysidro School District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys’ fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant’s agents, officers, employees, sub consultants, or independent consultants hired by Consultant under this Agreement. The only exception to Consultant’s responsibility to protect, save, defend and hold harmless District is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

This Addendum is part of the Site Enrollment Agreements for CPRT and AIM HI. Each of the parties signing this Addendum warrants to the other that he or she has the full authority of the organization on behalf of which his or her signature is made.

TEAMS: \_\_\_\_\_

DISTRICT: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_ Board Approved:

**12B.21**

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# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Vista Del Mar Middle School  
Maria Rodriguez, Principal

**INITIAL:** *MR*  
 Informational  
 Action

**AGENDA ITEM:** SERVICE AGREEMENT WITH HAPARA INC. FOR USE OF ANALYTICS SOFTWARE

**BACKGROUND INFORMATION:**

The National Center for Research in Advanced Information and Digital Promise will provide Vista Del Mar Middle School a software service “Analytics” from Hapara, Inc. in conjunction with other coaching services. The agreement provides a free license for six months. As part this arrangement and in consideration of this license agreement, Vista Del Mar will provide Digital Promise data developed using Harpara Analytics.

Some of the features that Hapara Analytics offers are: • use of data to guide school improvement plans, • measure return to investment and instruction, • drive district strategic planning, • target professional development and • inform further technology purchases.

**RECOMMENDATION:**

Approve the agreement with Harpara Inc. for the Analytics software license for Vista Del Mar Middle School. This service is sponsored by Digital Promise at no cost to the District.

**LCAP GOAL AND ACTION/SERVICE:**

Goal 1: Student Achievement - Action 1.10: Continue to provide supplemental programs and resources (i.e. Reading Renaissance, math manipulatives, etc) to support student achievement in core content areas. - Action 1.16: Provide professional development for specific programs (i.e. Project Lead the Way, AVID) implemented in middle schools and/or elementary schools.

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *MR*

Financial Implications?

Are funds for this item available in the 2018-2019 Budget?

Requisition #

Yes     No

Yes     No

N/A

(Amount)

N/A

(Name of funding source and/or location)

--

(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

*Gina A. Potter*

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Gina A. Potter, Ed.D.  
Superintendent

**AGREEMENT**

Background: The National Center for Research in Advanced Information and Digital Technologies (hereafter "Digital Promise") has agreed to provide a Hapara developed software service ("Analytics") from Hapara, Inc. ("Hapara") to \_\_\_\_\_ ("School") in conjunction with certain coaching services being provided by Digital Promise. As part this arrangement, and in consideration of Digital Promise providing School a license to use Analytics, School agrees to provide Digital Promise with the data developed through the use of Analytics. To provide Digital Promise with access to certain data developed through the use of Analytics, and to enable this data access, School agrees that Digital Promise is an "Authorized User" as that term is defined in Hapara's Terms of Use.

Enabling Access: As part of this Agreement, School can elect to have Hapara act as its agent in the delivery of its data to Digital Promise by checking the box below, thereby confirming both its agreement to provide its data to Digital Promise and to have Hapara deliver said data as its agent to Digital Promise. Any such election shall:

- Be revocable on written notice to Hapara;
- Include Hapara providing simultaneous copies of all data, reports and information provided to Digital Promise to School; and
- Not include any Personally Identifiable Information.

Election:

By its execution and delivery of this Agreement, School elects to make Digital Promise an Authorized User and to have Hapara send agreed School data to Digital Promise, with copies to School at the following e-mail address: \_\_\_\_\_

Term of Agreement: This Agreement shall, unless earlier revoked by School, shall have a term that is co-terminus with School's use of Analytics in conjunction with its services agreement with Digital Promise. Should either of those agreements terminate, this Agreement shall terminate at that time.

Effect on Terms of Use: Nothing in this Agreement shall alter or amend Hapara's Terms of Use or Privacy Policy, except to the extent explicitly set forth herein.

School

Hapara, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

National Center for Research in Advanced Information and Digital Technologies

By: \_\_\_\_\_  
Title: \_\_\_\_\_



## **SUBSCRIPTION SERVICES**

### **AGREEMENT**

**Last Updated: 9/6/16**

THIS SUBSCRIPTION AGREEMENT ("AGREEMENT") GOVERNS YOUR USE OF THE SERVICES EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

This Agreement is effective between You and Us as of the date of You accepting this Agreement (the "Effective Date").

## **1. DEFINITIONS**

"Administrators" mean the Subscriber-designated technical personnel that administer the Services on Subscriber's behalf including, as applicable, the right to access, monitor, use, or disclose Service Configuration Data to Authorized Users.

"Applicable Law(s)" means federal, state, and local laws, rules, and regulations including, without limitation, those laws and regulations relating to student privacy and data privacy such as the Family Educational Rights and Privacy Act

(31 U.S.C.A. §1232 et. seq.) ("FERPA"), and the Children's Online Privacy Protection Act (13 U.S.C.A §1301 et. seq.).

"Authorized User" means an employee of Subscriber, an individual consultant engaged by and acting under the direction and control of Subscriber, or any parent or guardian of a Student, who is designated by Subscriber as having the right to use the Services.

"Cloud Platform for Education" or "Cloud Apps for Education" means the chosen Cloud Platform(s) of the Subscriber – Google Apps for Education or Microsoft Office 365 Education.

"User Content" means any content and associated metadata, such as assignments, lesson plans and other content that the Teachers and Students create, post, store and transmit through the Subscriber's Cloud Apps domain.

"Fee(s)" means the Subscription Fee and fees for other services purchased pursuant to an Order Page.

"Hapara," "We," "Us," or "Our," means Hapara, Inc.

"Initial Term" means the term that commences on the Effective Date and continues for at least one (1) year.

"Intellectual Property" or "Intellectual Property Rights" means all inventions and/or works and any and all rights under U.S. and/or foreign patents, trade secrets, know-how, copyrights, and other industrial or intangible property rights of a similar nature; all rights pursuant to grants and/or registrations worldwide in connection with the foregoing and all other rights with respect thereto; all rights under applications for any such grant or registration, all rights of priority under international conventions to make such applications and the right to control their prosecution, and all rights under amendments, continuations, divisions and continuations-in-part of such applications; and all rights under corrections, reissues, patents of addition, extensions and renewals of any such grant, registration and/or right.

“Order Page” means an order that Subscriber completes to sign up for the Services, which may be online or attached to this Agreement, and sets forth: (i) the Services; (ii) Fees, and the applicable form of payment (e.g., a valid credit card); (iii) number of Students, (iv) the Initial Term; and (iv) Subscriber Domain Names.

“Products” means proprietary software applications and related technology used by Hapara to provide the Services during the Term.

“Reseller” means an agent authorized by Hapara to resell Services to Subscriber.

“Services” means the Services provided by Hapara and used by Subscriber under this Agreement.

“Service Configuration Data” means any configuration data, files, text, and any other information that is required to configure and operate the Services, excluding Student Data.

“Student” means a student enrolled by the Subscriber and designated by the Subscriber to be included in the Services.

“Teacher” means a teacher employed by the Subscriber and designated by the Subscriber to be included in the Services.

“Student Data” means the Student content and related metadata, and Student personally identifiable information.

“Teacher Data” means the Teacher content and related metadata, and name and Cloud Apps (work) email address.

“Subscriber,” “You” or “Your” means the company or other legal entity for which you are accepting this Agreement.

“Subscriber Domain Names” mean the Cloud Apps for Education domain names owned or controlled by Subscriber, which will be used in connection with the Services and specified in the Order Page.

“Subscriber Users” means the Authorized Users and Administrators designated by Subscriber from among its teachers and staff to use and administer the Services on behalf of Subscriber.

“Subscription Fee” means the amounts invoiced to Subscriber by Hapara or Reseller for the Services as described in an Order Page.

“Term” means the applicable Initial Term and all renewal terms for the applicable Services.

“Third Party” means any entity, organization or individual except Hapara, Reseller or Subscriber.

“Work Product” means any and all data (other than Service Configuration Data), information, materials, inventions, computer programs and computer software (including, without limitation, all source code), designs, specifications, schematics, production formats, production processes, production design processes and formulae, development tools, inventions, ideas, concepts, know-how, techniques, flow charts, outlines, lists, compilations, writings and pictorial materials, and all documentation, materials, code and media constituting, describing or relating to the foregoing including, without limitation, manuals, memoranda, records and deliverables.

## 2. LICENSE GRANT

**2.1** Subject to the terms and conditions of this Agreement, Hapara hereby grants to Subscriber during the Term a limited, non-exclusive, non-transferable (except as permitted under Section 10.2 below) license, without the right to grant sublicenses, to access the Products remotely via the Internet solely for the purpose of using the Services (the “License”).

Pursuant to the License, Subscriber shall have the right to designate the number of Students and/or devices. The applicable Subscription Fees shall be as set forth in Order Page.

Subscriber shall also have the right to designate Subscriber Users, subject to the functionality constraints of the Services. You are solely responsible for ensuring that Subscriber Users are legally permitted under Applicable Law(s)

to access and use Student Data. Hapara shall have no liability for any unauthorized access to Student Data. Hapara may make additional, optional add-on services available to Subscribers for a Fee from time to time during the Term.

**2.2** Subscriber shall be solely and exclusively responsible for: (i) compliance with this Agreement by Subscriber Users; (ii) the accuracy and quality of the Service Configuration Data and the User Content, (iii) using commercially reasonable efforts to prevent unauthorized access to or use of the Services, the Products and the Hapara Intellectual Property, and for notifying Hapara promptly of any such unauthorized access or use thereof, (iv) using the Services, Products and Hapara Intellectual Property strictly in accordance with Applicable Laws, (v) as required by Applicable Law, notifying Students, parents and guardians, and obtaining and maintaining informed consents from Students, parents and guardians, to permit (a) Subscriber to purchase and use the Services including, without limitation, permitting Subscriber to access, monitor and use the Service Configuration Data and the User Content, and disclose the Service Configuration Data and the User Content to Subscriber Users, and (b) Hapara to exercise its license rights and provide the Services to Subscriber in accordance with this Agreement, (vi) obtaining and maintaining all computer hardware, Internet access and Internet services, including Cloud Apps for Education, and other equipment or services needed to access and use the Services and all costs and fees associated therewith, and (vii) complying with all applicable Third Party agreements including, without limitation, "Cloud Apps for Education Agreement" for the Term of the Agreement.

**2.3** Subscriber will not (and shall ensure that the Subscriber Users and any Third Parties do not): (i) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code or interface protocols of the Services, the Products or the Hapara Intellectual Property; (ii) modify, adapt, or translate the Services, the Products or the Hapara Intellectual Property; (iii) make any copies of the Services, the Products, or the Hapara Intellectual Property; (iv) resell, distribute, or sublicense the Services, the Products or the Hapara Intellectual Property; (v) make the Services, the Products or the Hapara Intellectual Property available on a "service bureau" basis, or otherwise allow

any Third Party to use or access any of the foregoing; (vi) remove or modify any proprietary marking or restrictive legends placed on the Services, the Products or the Hapara Intellectual Property; (vii) use the Services, the Products or the Hapara Intellectual Property in violation of any Applicable Laws or for any purpose not specifically permitted in this Agreement; or (viii) introduce into the Services, the Products or the Hapara Intellectual Property any software, virus, worm, "back door," Trojan Horse, or similar harmful code. Subscriber may not use or access the Services if Subscriber is Our direct competitor, except with Our prior written consent. In addition, Subscriber may not access the Services for purposes of monitoring performance or functionality, or for any other benchmarking or competitive purposes.

**2.4** As between the parties, Subscriber and/or the applicable Authorized User retains all right, title, and interest in and to the Service Configuration Data and User Content. Subscriber hereby grants to Hapara a) licenses in and to such Service Configuration Data; b) access to Subscriber domains named by the Subscriber Domain Names as necessary for Hapara to provide the Services and perform its obligations hereunder; and c) a non-exclusive, royalty-free license to modify, compile, combine with other content and data, copy, record, synchronize, format, and index the User Content and display, perform, and make it available to others through the Services on the Products designated by the Authorized Users. Upon expiration or termination of this Agreement, Hapara shall cease accessing the Service Configuration Data, Subscriber Domain Names and User Content.

**2.5** Subscriber is responsible for creating Cloud Accounts for all Authorized Users and for providing the details of those Cloud Accounts to Hapara. Hapara will then provide access to and use of the Services for Authorized Users with those Cloud credentials (an "Account"). The Subscriber is solely responsible for the confidentiality and use of the Authorized Users' Accounts, Usernames and Passwords, as well as for any use, misuse, or communications using one or more of them. Hapara and Reseller will not be liable for any loss or damage caused by any unauthorized use of Accounts, Passwords or Usernames.

**2.6** The parties acknowledge and agree that, as a result of negotiating, entering into, and performing this Agreement, each party (the "Receiving

Party”) has and will have access to certain confidential information (“Confidential Information”) of the other party (the “Disclosing Party”). “Confidential Information” means all information provided by the Disclosing Party to the Receiving Party hereunder that is related to (i) the past, present and future business activities of the Disclosing Party; (ii) the Disclosing Party’s business plans, pricing, financial information, methods, processes, code, data, information technology, network designs, and any Third Party data, information, materials, software, products or services that the Disclosing Party has agreed to maintain in confidence; (iii) the terms of this Agreement; and (iv) any other information that is designated as confidential by the Disclosing Party. For avoidance of doubt, Hapara Confidential Information includes the Services, the Products and the Hapara Intellectual Property. Confidential Information does not include information that is or was, at the time of the disclosure: (i) generally known or available to the public; (ii) received by Receiving Party from a Third Party without any obligation of confidentiality; (iii) already in Receiving Party’s possession prior to the date of receipt from Disclosing Party without any obligation of confidentiality; or (iv) independently developed by the Receiving Party without regard to the Disclosing Party’s Confidential Information, provided in each case that such information was not obtained by the Receiving Party as a result of any unauthorized or wrongful act or omission, or breach of this Agreement, or breach of any legal, ethical or fiduciary obligation owed to the Disclosing Party. At all times the Receiving Party shall: (1) use the same standard of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care, (2) not use the Disclosing Party’s Confidential Information other than as necessary to perform its obligations under this Agreement, and (3) not disclose, distribute, or disseminate the Disclosing Party’s Confidential Information to any Third Party except to its Authorized Users on a “need to know basis;” provided that each Authorized User is bound by confidentiality obligations at least as restrictive as those contained in this Agreement.

### 3. FINANCIAL TERMS

**3.1** As consideration for the License and the Services, Subscriber will pay Hapara or, at Hapara’s discretion noticed on the Order Page, pay Reseller, the

**12B.22**

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Fees set forth on the applicable invoice within thirty (30) days of the invoice date. Unless otherwise mutually agreed in writing, Subscription Fees shall be invoiced annually in advance based on the number of Students and/or devices selected by Subscriber, and are not refundable under any circumstances. If Subscriber exceeds the number of Student and/or devices subscribed, then Subscriber shall pay Subscription Fees for the additional Students and/or devices. Unless otherwise agreed in invoice, all amounts stated in this Agreement or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars.

**3.2** The Fees do not include applicable transaction taxes. If Hapara or Reseller is required by Applicable Laws to pay any federal, state, county, local, or value added tax, sales and use tax, goods and services tax, or similar applicable taxes based on this Agreement, Hapara shall ensure that such taxes are invoiced to Subscriber in accordance with applicable rules so as to allow Subscriber to reclaim such value-added and/or similar tax from the appropriate government authority. Nothing in this Agreement, however, shall require Subscriber to pay any payroll, franchise, corporate, partnership, succession, transfer, income, excise, profits, or income tax of Hapara or Reseller.

## 4. TERM AND TERMINATION

**4.1** This Agreement commences on the Effective Date and continues until terminated as set forth herein.

**4.2** This Agreement will automatically renew for additional periods of one (1) year (each, a "Renewal Term") at the end of the Initial Term and each Renewal Term. You will be invoiced for Hapara's then current annual Subscription Fee for each Renewal Term. If You do not wish to renew Your subscription, You must provide Us prior, written notice at least 30 days before the end of the Initial Term, or any Renewal Term.

**4.3** Termination.

(a) Either party may terminate this Agreement on 60 days prior, written notice to the other party.

(b) In the event of a material breach of this Agreement by a party, the other

party may terminate this Agreement by giving 30 days prior, written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach before the expiration of such 30 day period. In any event, if Subscriber materially breaches Section 2.3 , then Hapara may terminate this Agreement immediately upon written notice to Subscriber.

(c) Either party may immediately terminate this Agreement on notice to the other party if the other party becomes insolvent, is unable to pay its debts as they mature, files for bankruptcy protection, is forced into bankruptcy, is placed under receivership, or makes a general assignment for the benefit of its creditors.

**4.4** Effect of Termination or Expiration. In the event of any termination or expiration of this Agreement:

(a) Subscriber will promptly pay Hapara for all amounts payable hereunder as of the effective date of termination or expiration;

(b) all rights and licenses granted hereunder will immediately cease;

(c) Subscriber will immediately cease all access and use of the Services and the Products, and Hapara will immediately cease accessing the Service Configuration Data and the User Content.

**4.5** The following provisions will survive any termination or expiration of this Agreement: 3.1, 5, 6, 7, 8, 9, and 10.

## 5. HAPARA INTELLECTUAL PROPERTY

**5.1** As between Hapara and Subscriber, Hapara shall own all right, title, and interest in and to (i) its pre-existing Intellectual Property, (ii) the Services and the Products including, without limitation, all source code, object code, operating instructions, and interfaces developed for or relating to the same, and (iii) all modifications, enhancements, revisions, changes, copies, partial copies, translations, compilations, improvements, and derivative works of the foregoing, and all Intellectual Property Rights therein (the "Hapara Intellectual Property"). Subscriber hereby irrevocably assigns to Hapara each and every right, including all Intellectual Property Rights (and shall cause the Subscriber Users, and any entity or individual employed, engaged, or otherwise under

contractual duty to Subscriber, to assign to Hapara) that it or they may have in any of the Hapara Intellectual Property. Upon Hapara's request, Subscriber will execute and deliver such instruments of transfer and other documents to effect, complete and confirm such assignment and acknowledges and agrees to take all appropriate steps to secure for Hapara the rights and benefits of Hapara in and to the Hapara Intellectual Property (and shall cause the Subscriber Users, and any entity or individual employed, engaged otherwise under contractual duty to Subscriber to do so as well).

**5.2** Except for the License, nothing contained in this Agreement or otherwise shall be construed to grant to Subscriber any right, title, license or other interest in, to or under any Hapara Intellectual Property (whether by estoppel, implication or otherwise). Subscriber shall not challenge, or assist any person or entity in challenging, Hapara right, title, and interest in the Hapara Intellectual Property.

## **6. REPRESENTATIONS AND WARRANTIES; DISCLAIMER**

**6.1** Each party represents and warrants that: (i) it has the full right, power, and authority to enter into this Agreement, to discharge its obligations hereunder, and to grant the licenses and rights granted hereunder, and (ii) it does and will continue to comply with all Applicable Laws. Subscriber represents and warrants to Hapara that it is an accredited educational institution under all Applicable Laws.

**6.2** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.1, THE SERVICES, PRODUCTS AND OTHER MATERIALS PROVIDED HEREUNDER, ARE PROVIDED "AS IS" AND "AS AVAILABLE." HAPARA DOES NOT MAKE, AND SUBSCRIBER EXPRESSLY WAIVES, ANY AND ALL WARRANTIES EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. To the extent that a party may not as a matter of Applicable Law disclaim any

implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

## **7. LIMITATION OF LIABILITY**

**7.1** IN NO EVENT SHALL HAPARA BE LIABLE TO SUBSCRIBER, SUBSCRIBER USERS, STUDENTS, OR ANY THIRD PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM SUBSCRIBER, SUBSCRIBER USERS, STUDENTS, OR ANY THIRD PARTY) FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST REVENUES OR PROFITS, LOSS OF GOODWILL OR REPUTATION, BREACH OF PRIVACY OR SECURITY) WITH RESPECT TO ANY CLAIMS BASED ON CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY) ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER HAPARA KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF.

**7.2** HAPARA MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, INDEMNITY, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE SUBSCRIPTION FEES PAID TO HAPARA OR ITS RESELLER BY SUBSCRIBER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES, PLUS THE TOTAL AMOUNT OF ANY SUBSCRIPTION FEES PAYABLE UNDER THIS AGREEMENT TO HAPARA OR ITS RESELLER BY SUBSCRIBER BUT UNPAID.

**7.3** IN NO EVENT SHALL HAPARA BE LIABLE FOR DAMAGES ARISING FROM ANY OUTAGES OR MALFUNCTION OF ANY THIRD PARTY SERVICES (e.g., CLOUD OR NETWORK INFRASTRUCTURE OUTAGES, CHANGES TO CLOUD APPS, OR ANY CLOUD SERVICES).

**7.4** THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS ON LIABILITY IN THIS SECTION ARE REASONABLE AND THAT THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN HAPARA AND SUBSCRIBER, AND THE PARTIES HAVE RELIED UPON THE

LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT. THE REMEDIES PROVIDED TO SUBSCRIBER IN THIS AGREEMENT ARE EXCLUSIVE. THE LIMITATIONS ON LIABILITY IN THIS SECTION SHALL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## 8. INDEMNIFICATION

**8.1** Hapara will, at its own expense, defend any Third Party claim, action or proceeding against Subscriber and its officers, directors, employees, and agents (each, a "Subscriber Indemnitee") solely from and against any and all final judgments and settlement payments (collectively, "Losses") incurred by such Subscriber Indemnitees to the extent such Third Party claim arises from or relates to, an allegation that the Products infringe any United States registered patent or copyright, or misappropriates Third Party trade secrets (except to the extent covered by the indemnity under Section 9.4 below).

**8.2** Hapara shall not be obligated under Section 9.1 to the extent (i) the Loss arises from or is based upon use by Subscriber or any Subscriber User of (a) the Products or Services in a manner for which they were not intended; or (b) any unauthorized enhancements, modifications, alterations, or implementations of the Products or Services; or (ii) the claim arises from use of the Products or Services in combination with unauthorized modules, apparatus, hardware, software, or services; or (iii) the claim arises from any use of the Products or Services that violates this Agreement or any Applicable Law of any governmental authority or self-regulatory agency or authority; or (iv) the claim arises from any use of the Products or Services for which they were not designed.

**8.3** In the event that Hapara reasonably determines that the Products are likely to be the subject of a claim under Section 8.1, Hapara shall have the right (but not the obligation), at its own expense and option, to: (a) procure for Subscriber the right to continue to access and use the Products pursuant to the License for the remainder of the then-current Term, (b) replace the infringing components of the Products with other components with the same or similar functionality; or (c) suitably modify the Products so that they are

non-infringing. If none of the foregoing options are available to Hapara on commercially reasonable terms, Hapara (A) may terminate this Agreement without further liability to Subscriber, and (B) refund to Subscriber an amount equal to a pro rata portion of the Subscription Fees prepaid by Subscriber (calculated on a 5 year straight line basis commencing on the Effective Date of this Agreement). This Section 8.3, together with the indemnity provided under Section 8.1, states Subscriber's sole and exclusive remedy, and Hapara's sole and exclusive liability, regarding any and all infringement or misappropriation of any Intellectual Property Rights of any Third Party arising from, or related to, the Products, the Services or this Agreement.

**8.4** Subscriber will indemnify, defend, and hold harmless Hapara and its respective officers, directors, employees, and agents (each, an "Hapara Indemnitee") from and against any and all Losses incurred by such Hapara Indemnitees in connection with any Third Party claim to the extent arising from, alleging or relating to (i) any data, information or materials provided by Subscriber hereunder, including, without limitation, the Service Configuration Data, and the Authorized User Content when used in connection with the Services or the Products: (a) infringes or misappropriates any United States patent, copyright, trade secret, or other Intellectual Property Rights of any Third Party (except to the extent covered by the indemnity under Section 9.1 above), or (b) violates any Applicable Laws, (ii) Subscriber's actual or alleged violation of Applicable Law, or breach of this Agreement.

**8.5** An indemnified party shall give an indemnifying party written notice as soon as reasonably possible after its receipt of any claim for which it would be indemnified pursuant to this Section. An indemnifying party shall have the right to control and direct the defense of such claim. Upon request, the indemnified party shall cooperate in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party and its attorneys in the investigation, trial and defense of such claim, and any appeal arising therefrom. An indemnifying party shall not agree to any settlement or consent to judgment that requires any admission of liability or payment of monies by an indemnified party without such party's prior written consent. An indemnified party shall have the right, at its expense, to retain counsel and participate in defense of the claim strictly on a monitoring basis.

## 9. WORK PRODUCT; OWNERSHIP

**9.1** During the Term, Reseller and/or a Subscriber may request that Hapara supplier(s) develop Work Product in connection with the Services. The Services do not include such professional services, which may be available from such supplier(s), at their sole discretion, pursuant to a separate professional services agreement.

**9.2** Neither party shall have any rights to any domain name, internet addresses or related registrations of the other party.

## 10. GENERAL PROVISIONS

**10.1** Each party is an independent contractor of the other party. Nothing herein will constitute a partnership between or joint venture by the parties, or constitute either party the agent of the other.

**10.2** Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other party; provided, however, that a party may, upon written notice to the other party and without the consent of the other party, assign or otherwise transfer this Agreement: (i) to any of its affiliates or (ii) in connection with a change of control transaction (including, by way of example and not of limitation, merger, consolidation, sale of equity interests, sale of all or substantially all assets, or otherwise), provided that in the case of a change of control of Subscriber, the acquiring company is not a competitor of Hapara. Any assignment or other transfer in violation of this Section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

**10.3** Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

**10.4** This Agreement, and any disputes directly or indirectly arising from or relating to this Agreement, will be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law.

**10.5** Neither party may make any public statement regarding the relationship contemplated by this Agreement without the other party's prior written consent. Notwithstanding the foregoing, (a) Subscriber is permitted to state publicly that it is a customer of the Services, and (b) Subscriber consents to Hapara's use of Subscriber's name in a general customer list, but only if Subscriber is not the only Subscriber appearing on the list. For clarification, Subscriber does not need to seek approval from Hapara if Subscriber is repeating a public statement that is substantially similar to a public statement that has been previously approved by Hapara in accordance with the provisions of this Agreement.

**10.6** The parties hereby consent and agree to the exclusive jurisdiction of the state and federal courts located in Delaware for all suits, actions, or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to objections based on improper venue or inconvenient forum, and each party hereby irrevocably submits to the jurisdiction of such courts in any suits, actions or proceedings arising out of or relating to this Agreement.

**10.7** No modification of or amendment to this Agreement will be effective unless in writing signed by authorized representatives of both parties. The rights and remedies of the parties to this Agreement are cumulative and not alternative. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be

replaced with an enforceable provision that as nearly as possible effects the parties' intent.

**10.8** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes (i) all prior agreements and commitments with respect thereto, and (ii) any different or additional terms or conditions contained in any purchase order, agreement, or any other document or understanding, whether written or oral. There are no other oral or written understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement.

## K-12 School Service Provider Pledge to Safeguard Student Privacy

Version 1.0 / October 7, 2014

K-12 school service providers are honored to be entrusted by educators and families to support their educational needs and school operations. School service providers take responsibility to both support the effective use of student information and safeguard student privacy and information security.

School service providers support schools – including their teachers, students and parents – to manage student data, carry out school operations, support instruction and learning opportunities, and develop and improve products/services intended for educational/school use. In so doing, it is critical that schools and school service providers build trust by protecting the privacy of student information and effectively communicating with parents about how student information is used and safeguarded.

We pledge to carry out responsible stewardship and appropriate use of student personal information gathered in our role as school service providers according to the commitments below and in adherence to all laws applicable to us as school service providers.

We Commit To:

- X Not collect, maintain, use or share student personal information beyond that needed for authorized educational/school purposes, or as authorized by the parent/student.
- X Not sell student personal information.
- X Not use or disclose student information collected through an educational/school service (whether personal information or otherwise) for behavioral targeting of advertisements to students.
- X Not build a personal profile of a student other than for supporting authorized educational/school purposes or as authorized by the parent/student.
- X Not make material changes to school service provider consumer privacy policies without first providing prominent notice to the account holder(s) (i.e., the educational institution/agency, or the parent/student when the information is collected directly from the student with student/parent consent) and allowing them choices before data is used in any manner inconsistent with terms they were initially provided; and not make material changes to other policies or practices governing the use of student personal information that are inconsistent with contractual requirements.
- X Not knowingly retain student personal information beyond the time period required to support the authorized educational/school purposes, or as authorized by the parent/student.
- √ Collect, use, share, and retain student personal information only for purposes for which we were authorized by the educational institution/agency, teacher or the parent/student.
- √ Disclose clearly in contracts or privacy policies, including in a manner easy for parents and teachers to understand, what types of student personal information we collect, if any, and the purposes for which the information we maintain is used or shared with third parties.
- √ Support access to and correction of student personally identifiable information by the student or their authorized parent, either by assisting the educational institution in meeting its requirements or directly when the information is collected directly from the student with student/parent consent.

- √ Maintain a comprehensive security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information against risks – such as unauthorized access or use, or unintended or inappropriate disclosure – through the use of administrative, technological, and physical safeguards appropriate to the sensitivity of the information.
- √ Require that our vendors with whom student personal information is shared in order to deliver the educational service, if any, are obligated to implement these same commitments for the given student personal information.
- √ Allow a successor entity to maintain the student personal information, in the case of our merger or acquisition by another entity, provided the successor entity is subject to these same commitments for the previously collected student personal information.

Notes:

- Some school service providers may be subject to additional legal obligations, contractual commitments, or requests from educational institutions or parents/students that direct or otherwise authorize additional uses of student data, other than those specified above.
- Nothing in this pledge is intended to prohibit the use of student personal information for authorized purposes of adaptive learning or customized education.
- This pledge is intended to be applicable to new contracts and policies going forward and addressed – where inconsistent and as agreed to by the educational institution/agency – in existing contracts as updated over time.
- This pledge shall be effective as of January 1, 2015.

Definitions:

- ‘School service provider’ refers to any entity that: (1) is providing, and is operating in its capacity as a provider of, an online or mobile application, online service or website that is both designed and marketed for use in United States elementary and secondary educational institutions/ agencies and is used at the direction of their teachers or other employees; and (2) collects, maintains or uses student personal information in digital/electronic format. The term ‘school service provider’ does not include an entity that is providing, and that is operating in its capacity as a provider of, general audience software, applications, services or websites not designed and marketed for schools.
- ‘Educational/School purposes’ are services or functions that customarily take place at the direction of the educational institution/agency or their teacher/employee, for which the institutions or agency would otherwise use its own employees, and that aid in the administration or improvement of educational and school activities (e.g., instruction, administration, and development and improvement of products/services intended for educational/school use).
- ‘Student personal information’ is personally identifiable information as well as other information when it is both collected and maintained on an individual level and is linked to personally identifiable information.
- ‘Student’ applies to students of United States elementary and secondary schools, and with regard to notice and consent applies only to students of appropriate age as authorized under relevant United States federal law.
- ‘Consumer privacy policies’ include those privacy policies that are posted by the company to be available to all users to the site or service.
- ‘Parent’ includes a student’s legal guardian.

*This Pledge is neither intended as a comprehensive privacy policy nor to be inclusive of all requirements to achieve compliance with all applicable federal or state laws. For more information, visit <http://studentprivacypledge.org>.*

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Nutrition Services  
Paloma Perez, Director

**INITIAL:**   
 Informational  
 Action

**AGENDA ITEM:** MEMORANDUM OF AGREEMENT WITH COMMUNITY HEALTH IMPROVEMENT PARTNERS (CHIP) FOR THE 2018-19 FARM TO SCHOOL MARKETING CAMPAIGN

**BACKGROUND INFORMATION:**

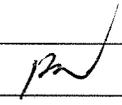
The San Ysidro School District has been selected as one of five school districts in San Diego County to be a part of the 2018-19 Farm to School Marketing Campaign in partnership with Community Health Improvement Partners (CHIP) and Dunk Tank Marketing. Working in collaboration with the District's Coordinator of Public Relations and Community Services and the Nutrition Services Department, the goal is to build a campaign that will help shift community perception of the District's school meals while promoting and supporting greater community awareness of farm to school activities.

**RECOMMENDATION:**

Approve the Memorandum of Agreement with Community Health Improvement Partners (CHIP) for the participation in the 2018-19 Farm to School Marketing Campaign at no cost to the District.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2018-2019 Budget?

Requisition #

Yes     No

Yes     No



(Amount)

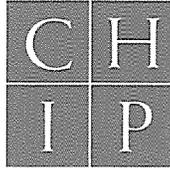
(Name of funding source and/or location)

(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
 \_\_\_\_\_  
 Gina A. Potter, Ed.D.  
 Superintendent



COMMUNITY HEALTH  
IMPROVEMENT PARTNERS  
*making a difference together*

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into on July 1, 2018 (the “Effective Date”) and is made by and between Community Health Improvement Partners (CHIP) and San Ysidro School District.

### Agreement

This agreement pertains to the development and implementation of a *2018-19 Farm to School Marketing Campaign* in San Ysidro School District to support greater community awareness of farm to school and improved perception of school meals.

The parties acknowledge that during the term of this Agreement, they may have access to or become acquainted with proprietary information and confidential information. The parties agree that they will safeguard the confidentiality of all confidential information in accordance to applicable law.

The parties agree that subject to the confidentiality provisions above, CHIP will have the authority to publish, disclose, distribute, and to otherwise use in whole or in part, any reports, contacts, forms, data, curricula or other materials or properties produced under the Agreement with advance written permission and consent from both parties, as needed.

The parties agree that each will acknowledge the other’s contribution in any materials published or issued as a result of this Agreement.

The parties agree that CHIP may request additional information during the period of this agreement to assist with reporting to the San Diego Foundation, the grantor for this project.

Therefore, the parties hereto agree as follows:

**Administration of MOA:** Each party identifies the following individual to serve as administrative representative for that party.

#### San Ysidro School District

Paloma Perez, Director of Nutrition Services  
San Ysidro School District  
4350 Otay Mesa Road  
San Diego, CA 92154

(619) 428-4476

#### Community Health Improvement Partners

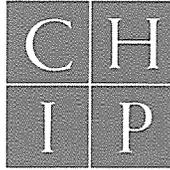
Prem Durairaj, Director of Food Systems  
Community Health Improvement Partners  
5095 Murphy Canyon Road, Suite #105  
San Diego, CA 92123

(858) 609-7962

Any party may change administrative representative by notifying the other party of such change. Such change will become effective upon the receipt of such notice by the other party to MOA.

Objectives of Agreement:

- To improve San Ysidro community perception of San Ysidro School District school meal program



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IMPROVEMENT PARTNERS  
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- To generate more San Ysidro community awareness around San Ysidro School District's farm to school program
- To increase school meal participation rates in San Ysidro School District
- To create more active engagement of the community in supporting San Ysidro School District's farm to school program where possible

Duration of the Agreement: estimated as July 1, 2018 to June 30, 2019

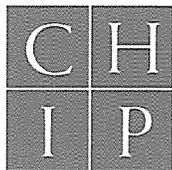
**Scope of Work (by each party)**

San Ysidro School District representatives will:

- a) Attend an initial meeting with CHIP and Dunk Tank Marketing before the start of the 2018-19 school year. This meeting will be to discuss areas of need, scope of support, expectations, and how the campaign will best suit your school district.
- b) Complete monthly update forms providing status on agreed-upon achievable goals during the campaign. These will be short and clear, and will be used to ensure progress.
- c) Attend quarterly group check-in meetings with the CHIP, Dunk Tank Marketing and other selected participants in the campaign.
- d) Support to CHIP and Dunk Tank Marketing in meeting the expected activities of the campaign, as outlined below. This support will be developed on an ongoing basis, starting with the initial meeting.

For San Ysidro School District, CHIP will:

- e) Provide at least one visit with school district campaign leads for each participating school district to ensure proper use of F2S campaign marketing materials.
- f) Develop branding and supporting visual resources to be used in promotion, displays at school sites, communities, and in online and social media activity.
- g) Create content marketing resources (including written articles, visuals, videos) to tell stories about the importance and impact of Farm to School programs on students and schools.
- h) Develop a standalone Farm to School website to serve as a central hub for content, resources, and communication of all Farm to School information and calls to action.
- i) Conduct outreach with local media to highlight Farm to School efforts across the county. Media pitched will include traditional and digital media and encompass English and Spanish language media sources.
- j) Create and collaborate with school district on a regularly occurring district-based media (school newsletters, district website updates, etc.) that shares Farm to School content and



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contains a specific call to action for stakeholders to take to develop support for school district Farm to School programs.

- k) Cultivate advocacy by enlisting stakeholders to share content and examples of proven calls to action with the network of San Ysidro community advocates and stakeholders.

**Term.** This MOA shall become effective as of the Effective Date and be in force until June 30, 2019. Mutual termination of this agreement may occur at any time and without cause. For any reason or no reason either party may arrange a unilateral termination.

The parties have executed this Agreement and the attached Addendum as of the Effective Date set forth above.

Community Health Improvement Partners

San Ysidro School District

By: \_\_\_\_\_

By: \_\_\_\_\_

Ed Quinlan, CEO

Gina A. Potter, Ed.D., Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Board Approved: \_\_\_\_\_

Community Health Improvement Partners  
Farm to School Marketing Campaign  
2018-19 Agreement

ADDENDUM

Both Community Health Improvement Partners and the San Ysidro School District (Parties) agree to the following:

- **INDEMNIFICATION:**  
Parties mutually agree to protect, save, defend, indemnify and hold harmless each other, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by either Party, Parties' agents, officers, employees, subcontractors, or independent contractors hired by Parties under this Agreement. The only exception to responsibility to protect, save, defend and hold harmless is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of either Party. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by negligent Party.
  
- **INSURANCE:**  
Community Health Improvement Partners shall maintain commercial general liability insurance or self-insurance acceptable to the District in the minimum amounts of \$1,000,000 per occurrence, \$2,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance naming the San Ysidro School District as additional insured and with the proper endorsements.

All Coverages. Insurance policy required by this Agreement shall be not be suspended, voided, reduced in limits or canceled except after thirty (30) days prior written notice or ten (10) days' notice for non-payment premium. Should any insurance policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days written notice to District, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives, and any failure to comply with reporting or other provisions of the policies, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

Each of the parties signing this Amendment to Community Health Improvement Partners Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

\_\_\_\_\_  
COMMUNITY HEALTH IMPROVEMENT PARTNERS  
Firm Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
SAN YSIDRO SCHOOL DISTRICT  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Gina A. Potter, Ed.D., Superintendent  
Print Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Approved

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:** Preschool & Child Development Programs  
Lorena Varela-Reed, Director

**INITIAL:** *LP*  
 Informational  
 Action

**AGENDA ITEM:** AMENDMENT TO THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AGREEMENT FOR VISION & HEARING SCREENING SERVICES

**BACKGROUND INFORMATION:**

The Regents of the University of California have been providing vision screening services to the students of the San Ysidro School District for several years. The District recognizes the importance of students' physical and emotional health and its relationship to learning. The District believes in the value of maintaining the quality of school health services offered to students and their families. The Regents of the University of California through their School of Medicine, Department of Ophthalmology will be providing these services at a minimal cost to the District.

The University provides vision examinations, prescription for glasses and corrective lenses as needed, and glasses at no charge for children referred to the Eye Mobile, assistance with program evaluation; and advise to District personnel on the need for referral of children for ongoing ophthalmologic care. This Amendment extends the Term of Agreement through June 30, 2019.

**RECOMMENDATION:**

Approve the first amendment to the agreement with The Regents of the University of California for vision and hearing screening services at a cost of \$19.50 per student from Preschool and Child Development funds.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Ratify <input type="checkbox"/> Other	Business Services Reviewed: <i>pm</i>	Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Financial Implications? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Are funds for this item available in the 2017-2018 Budget? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<div style="border: 1px solid black; padding: 2px;">\$19.50/student</div> <small>(Amount)</small>	<div style="border: 1px solid black; padding: 2px; text-align: center;">N/A</div> <small>(Name of funding source and/or location)</small>	<div style="border: 1px solid black; padding: 2px; height: 20px;"></div> <small>(Funding account number)</small>

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

*Gina A. Potter*  
 \_\_\_\_\_  
 Gina A. Potter, Ed.D.  
 Superintendent

FIRST AMENDMENT TO THE AGREEMENT  
BETWEEN  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
AND  
SAN YSIDRO SCHOOL DISTRICT  
CONCERNING VISION AND HEARING SCREENING SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT amends that certain Agreement between The Regents of the University of California on behalf of the University of California, San Diego School of Medicine, Department of Ophthalmology ("UNIVERSITY") and San Ysidro School District, a political subdivision of San Diego County, California ("DISTRICT") executed on January 26, 2018.

The parties agree to amend the Agreement as follows:

Subsection 9.1 Term of Agreement. The term of the Agreement is extended through June 30, 2019.

Except as specifically herein amended, the Agreement will remain in full force and effect.

The parties have executed this First Amendment as set forth below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,  
on behalf of the University of California San Diego, School of Medicine,  
Department of Ophthalmology

By: \_\_\_\_\_ Date \_\_\_\_\_  
Gene Hasegawa  
Chief Operating Officer  
UC San Diego Health Sciences

SAN YSIDRO SCHOOL DISTRICT

By: \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Business Services  
Peter Wong, Interim Chief Business Official

**INITIAL:** pw  
 Informational  
 Action

**AGENDA ITEM:** BID AWARD NO. 17/18-339 AND AGREEMENT WITH CONAN CONSTRUCTION INC. FOR THE PORTABLE CLASSROOMS PROJECT AT OCEAN VIEW HILLS AND VISTA DEL MAR SCHOOLS

**BACKGROUND INFORMATION:**

In an effort to have the portable classrooms ready by the beginning of the 2018-19 school year, the Board authorized staff to proceed with the bidding process for general construction contractor services including signing the construction contract and issuing a Notice to Proceed. The project budget is approximately \$2,249,697.00.

The District advertised the "2018 2 Site Portable Addition – Ocean View Hills ES and Vista Del Mar MS Project #17/18-339" in the San Diego Union Tribune on April 15 and April 23, 2018. During the bidding process 35 Bid documents were distributed through Mayer Reprographics and only two (2) bidders responded (Conan Construction Inc. & GEM Industrial Electric, Inc.). There was a non-mandatory pre-bid meeting on April 24, 2018. The Bid opening took place on May 7, 2018. After reviewing the documentation submitted, Conan Construction Inc. was the lowest bidder. Administration proceeded to award Bid No. 17/18-339 and issued a Notice to Proceed on May 23, 2018 with the start date of June 23, 2018 and completion date of August 22, 2018.

Conan Construction Inc.	\$967,000.00
GEM Industrial Electric, Inc.	\$1,045,000.00

**RECOMMENDATION:**

Approve/Ratify the Agreement and Bid Award No. 17/18-339 of the 2018 2 Site Portable Addition for Ocean View Hills and Vista Del Mar Project to Conan Construction Inc. in the amount of \$967,000.00.

**LCAP GOAL AND ACTION/SERVICE:**

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: pw

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

Yes     No

Yes     No

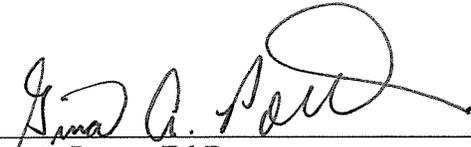
\$967,000.00  
(Amount)

General Fund, Certificates of Participation,  
and Capital Facilities Funds  
(Name of funding source and/or location)

(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
\_\_\_\_\_  
Gina A. Potter, Ed.D.  
Superintendent



**San Ysidro**  
School District EST - 1887

**BUSINESS SERVICES**

**GOVERNING BOARD**

Rosalva Pallasquin, President  
Irene Lopez, Vice-President

Marco A. Diaz, Clerk  
Rodolfo Linares, Member  
Antonio Martinez, Member

Quality education and opportunity for all students to succeed

**Gina Potter, Ed.D.**  
Superintendent

**Peter Wong**  
Interim Chief Business Official

May 23, 2018

Mr. Shannon Maurer  
Conan Construction, Inc.  
Via Email: [smaurer@conanconstruction.com](mailto:smaurer@conanconstruction.com)

RE: SYSD 2018 2 Site Portable Addition OVHS &VDM Project 17-18 339  
San Ysidro School District

Dear Mr. Maurer:

This letter serves as the Notice to Proceed (NTP) for CONAN CONSTRUCTION, INC., to proceed with construction of the above project.

Start: Onsite work may start June 23<sup>rd</sup>, 2018

Final Completion: August 22<sup>nd</sup>, 2018

We look forward to the successful completion of the project!

Sincerely,

Peter Wong  
Interim CBO

- c: Joanne Branch, FACJPA
- Jon Baker, - Architect
- Don Hendrix, Project Inspector
- Jeff Kent, Geotech and Special Inspection/Testing
- Victor Guzman, SYSD Director MOTF
- Araceli Sanchez, SYSD Buyer



**E-MAILED**

5/23/18

4350 Otay Mesa Road San Ysidro, CA 92173

(619) 428-4476 Ext. 3004 • Fax (619) 428-9355 • [peter.wong@sysd.k12.ca.us](mailto:peter.wong@sysd.k12.ca.us)

12B.25

**CONTRACT**

THIS CONTRACT is made this 16 day of May, 2018, in the County of San Diego, State of California, by and between the **SAN YSIDRO SCHOOL DISTRICT**, hereinafter

called "District," and Conan Construction, Inc., hereinafter called "Contractor." The District and the Contractor for the considerations stated herein agree as follows:

WHEREAS the District and the Contractor for the considerations stated herein agree as follows:

**1. SCOPE OF WORK.**

The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

**2018 2 SITE PORTABLE ADDITION - OCEAN VIEW HILLS ES AND VISTA DEL MAR MS PROJECT**

**BID PACKAGE # 17-18/339**

The Contractor and its surety shall be liable to the District for any damages arising as a result of the Contractor's failure to comply with this obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Construction Manager, Architect, Engineer, Inspector, Division of the State Architect, or representative of an of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within five (5) days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

**2. TIME FOR COMPLETION.**

The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 110 calendar days from the commencement date stated in the Notice to Proceed. If the site will not be available until a later time than the Notice to Proceed date, Contractor shall utilize this time period for administrative tasks, submittals, and initial mobilization and shall coordinate such activities with the District. The Project shall be completed within the number of calendar days from and after the date stated in such Notice, and in accordance with the target milestones and work element durations shown as specified in the Special Conditions. In entering into this Contract, Contractor acknowledges and agrees that the construction duration stipulated in the Special Conditions is adequate and reasonable for the size and scope of the Project and that no other performance period shall be acceptable unless accepted in writing.

**CONTRACT**

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**3. CONTRACT PRICE.**

The District shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Nine hundred sixty seven thousand Dollars (\$967,000). Payment shall be made as set forth in the General Conditions.

**4. LIQUIDATED DAMAGES.**

In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the District the sum specified in the Special Conditions for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the District may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

**5. COMPONENT PARTS OF THE CONTRACT.**

The "Contract Documents" include the following, all of which are component parts of this Contract as if herein set out in full or attached hereto:

- Notice Inviting Bids
- Information for Bidders
- Bid Form
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Asbestos-Free Material Certification
- Drug-Free Workplace Certifications
- Recycled Content Certification
- Non-Collusion Declaration form
- Iran Contracting Act Certification
- Contract
- Performance Bond
- Payment Bond
- General Conditions
- Special Conditions
- Technical Specifications
- Addenda
- Plans and Drawings
- Approved and fully executed change orders
- Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents. All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

**CONTRACT**

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**6. PROVISIONS REQUIRED BY LAW.**

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents, which shall be read and enforced as though it were included herein. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project.

**7. SUBSTITUTION OF SECURITIES.**

At the request and expense of the successful Bidder, the District will substitute securities for the amount so retained in accordance with Public Contract Code section 22300.

**8. INDEMNIFICATION.**

Contractor shall provide indemnification as set forth in the General Conditions.

**9. PREVAILING WAGES.**

Contractor shall comply with the prevailing wage provisions of the California Labor Code and the prevailing wage rate determinations of the Department of Industrial Relations. These rates are on file at the District's office located at 8025 Lincoln Street, SAN YSIDRO, CA 91945 or may be obtained online at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. A copy of these rates shall be posted at the job Site.

**10. RECORD AUDIT.**

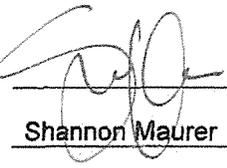
In accordance with Government Code section 8546.7, records of both the District and the Contractor shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

SYSD – 2018 2 Site Portables Project

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

[NAME OF CONTRACTOR]

SAN YSIDRO SCHOOL DISTRICT

By: 

By: \_\_\_\_\_

Name: Shannon Maurer

Peter Wong

Title: Vice President

Its: Interim Chief Business Official

License No. 761852

DIR Reg. No. 1000015224

Corporate Seal)

CONTRACT

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**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Preschool & Child Development Programs  
Lorena Varela-Reed, Director

**INITIAL:** CL  
 Informational  
 Action

**AGENDA ITEM:** RESOLUTION AND CONTRACT WITH CALIFORNIA STATE DEPARTMENT OF EDUCATION – CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) 2018-19

**BACKGROUND INFORMATION:**

Adopting a resolution is required to certify the approval of the San Ysidro Elementary School District Governing Board to enter into contract with the California State Department of Education for the purpose of providing Preschool & Child Development Programs for children three and four years of age during the fiscal year 2018-2019.

The funds from Contract No. CSPP-8470 in the amount of \$1,280,090.00 will be used to fund preschool classes at various District sites during 2018-19 school year.

**RECOMMENDATION:**

Approve the adoption of the California Department of Education’s Resolution designating authorized representatives to sign contract documents and approve the California State Preschool Program (CSPP) Contract No. CSPP-8470 for school year 2018-19.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed:     

Financial Implications?

Are funds for this item available in the 2018-2019 Budget?

Requisition #

Yes     No

Yes     No

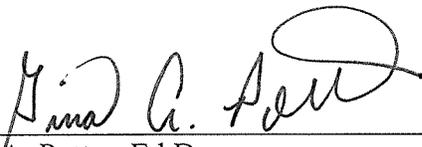
REVENUE  
\$1,280,090.00  
(Amount)

Preschool & Child Development  
(Name of funding source and/or location)

1200-6105000-0001-1000  
(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent’s Office Certification:**

  
Gina A. Potter, Ed.D.  
Superintendent

**RESOLUTION**

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2018-19.

**RESOLUTION**

BE IT RESOLVED that the Governing Board of San Ysidro Elementary School District

authorizes entering into local agreement number/s CSPP-8470 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Gina A. Potter, Ed.D.	Superintendent	_____
Manuela Colom-Ramirez	Executive Director of Curriculum Instruction & Innovation	_____
_____	_____	_____

PASSED AND ADOPTED THIS 14th day of June 2018, by the Governing Board of San Ysidro Elementary School District of San Diego County, California.

I, Marcos A. Diaz, Clerk of the Governing Board of

San Ysidro Elementary School District, of San Diego, County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a Governing Board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
(Clerk's signature)

June 14, 2018  
(Date)

CCC 04/2017

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> San Ysidro Elementary School District		<i>Federal ID Number</i> 95-600-2821
<i>By (Authorized Signature)</i>  		
<i>Printed Name and Title of Person Signing</i> Gina A. Potter, Ed.D., Superintendent		
<i>Date Executed</i> June 15, 2018	<i>Executed in the County of</i> San Diego	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's

Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i> San Ysidro Elementary School District		95-600-2821
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Gina A. Potter, Ed.D., Superintendent		
<i>Date Executed</i> June 15, 2018	<i>Executed in the County and State of</i> San Diego County, California	



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street  
Sacramento, CA 95814-5901

**F.Y. 18 - 19**

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

**DATE:** July 01, 2018  
**CONTRACT NUMBER:** CSPP-8470  
**PROGRAM TYPE:** CALIFORNIA STATE PRESCHOOL PROGRAM  
**PROJECT NUMBER:** 37-6837-00-8

**CONTRACTOR'S NAME:** SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the CONTINUED FUNDING APPLICATION FY 18-19, the GENERAL TERMS AND CONDITIONS\* (GTC 04/2017), the STATE PRESCHOOL PROGRAM REQUIREMENTS\*, and the FUNDING TERMS AND CONDITIONS\* (FT&C), which are by this reference made a part of the Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2018 through June 30, 2019. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT&C, at a rate not to exceed \$45.61 per child day of full time enrollment and a Maximum Reimbursable Amount (MRA) of \$1,280,090.00.

**Service Requirements**

Minimum Child Days of Enrollment (CDE) Requirement 28,066.0  
 Minimum Days of Operation (MDO) Requirement 180

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an asterisk (\*) can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2018.asp>

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING Gina A. Potter, Ed.D., Superintendent			
TITLE Contract Manager		ADDRESS 4350 Otay Mesa Road, San Ysidro, CA 92173			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,280,090  PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0  TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,280,090	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
	(OPTIONAL USE) 0656 23038-6837				
	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2018	FISCAL YEAR 2018-2019	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			

## CONTRACT CHECKLIST

*Please note that every form is required.*

Contractor name San Ysidro Elementary School District Contract # CSPP-8470

Place a check mark next to each item being returned.

- Checklist
- Two (2)** signed (in blue ink) child care contracts with original signatures
  - **Did you include your printed name, title, and address?**
  - **Is all of the contract language visible?**
- Two (2)** signed Contractor Certification Clauses (CCC-4/2017)
  - **Did you fill in ALL spaces including Federal ID Number?**
- Two (2)** signed California Civil Rights Laws Certifications (CO-005)
- Board resolution or minutes authorizing execution of contract and/or authorizing delegation of authority (if applicable)

Mail all signed contracts and completed documents *as soon as possible* to:

**Contracts, Purchasing, and Conference Services  
California Department of Education  
1430 N Street, Suite 1802  
Sacramento, CA 95814-5901**

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:** Preschool & Child Development Programs  
Lorena Varela-Reed, Director

**INITIAL**   
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR 2018-19 QUALITY PRESCHOOL INITIATIVE SERVICES

**BACKGROUND INFORMATION:**

The District is entering into a new contract with the San Diego County Office of Education (SDCOE) for the 2018-19 Quality Preschool Initiative (QPI) Program. This program is funded by the First 5 Commission of San Diego County and administered through the SDCOE.

The First 5 San Diego QPI builds upon the success of the eight-year Preschool for All Demonstration Project to create sustainable capacity in San Diego County to meet the needs of our early learners, with a focus on those with the highest needs. The First 5 San Diego Quality Preschool Initiative supports the First 5 Commission of San Diego Strategic Plan's core strategies to provide: quality enhancement of preschool classrooms; early identification and treatment of developmental delays and social emotional issues; parent and caregiver education to promote positive practices, and promotes healthy lifestyle behaviors for young children and their families that reduce childhood obesity (Live Well San Diego).

The Quality Preschool Initiative expands support for the delivery of quality preschool services throughout San Diego County communities that have State or Federal subsidized preschool programs. The SDCOE has allocated funds in the amount of \$85,200.00 for the District's 2018-19 QPI Program. These funds will be used to enhance 11 State Preschool and 3 Head Start classes at three District sites.

**RECOMMENDATION:**

Approve/Ratify the agreement with San Diego County Superintendent of Schools for the 2018-19 First 5 San Diego Quality Preschool Initiative (QPI) Program to include:
 

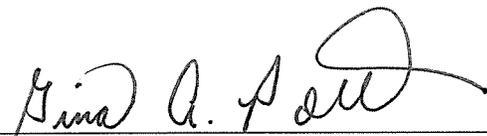
- Agency iPad User Agreement, and
- Pinwheel (*Sub-Contractor End User Agreement*).

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other	Business Services Reviewed: 	
Financial Implications? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Are funds for this item available in the 2018-2019 Budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
FUNDING SOURCE <b>\$85,200.00</b> <small>(Amount)</small>	Preschool & Child Development (QPI) <small>(Name of funding source and/or location)</small>	1200-9024000-0001 <small>(Funding account number)</small>

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**



Gina A. Potter, Ed.D.  
Superintendent

**San Diego County Superintendent of Schools  
Agreement with San Ysidro School District  
For Quality Preschool Initiative Services  
Agreement No. \_\_\_\_\_**

This Agreement, for services is entered into this 31<sup>st</sup> day of May, 2018, by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "County") and SAN YSIDRO SCHOOL DISTRICT (hereinafter referred to as "Provider") who agrees to provide the following services to the County:

**1. Scope of Services.**

Provider shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

**2. Compensation and Reimbursement.**

County shall compensate and reimburse Provider as provided in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

**3. Term of Agreement.**

The term of this Agreement shall be as described on Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

**4. Termination.**

This Agreement may be terminated with or without cause by County. Termination without cause shall be effective only upon 60-day written notice to Provider. During said 60-day period Provider shall perform all consulting services in accordance with this Agreement. This Agreement may be terminated by County for cause in the event of a material breach of this Agreement, misrepresentation by Provider in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by County. Termination for cause shall be effected by delivery of written notice of termination to Provider. Such termination shall be effective upon delivery of said notice.

**5. Confidential Relationship.**

County may from time to time communicate to Provider certain information to enable Provider to effectively perform the services. Provider shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the County. Provider shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Provider, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Provider without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to Provider by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Provider shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this contract without the prior written consent of the County. In its performance hereunder, Provider shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

**6. Public Records Act.**

Provider acknowledges that the San Diego County Superintendent of Schools is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The San Diego County Superintendent of Schools acknowledges that Provider may submit information that Provider considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Provider acknowledges that the San Diego County Superintendent of Schools may submit to Provider information that the San Diego County Superintendent of Schools considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

**7. Ownership of Documents.**

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement shall be the property of County and shall be delivered to County by Provider upon demand.

**8. No Assignments.**

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which County, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

**9. Audit.**

Provider agrees to maintain and preserve, until seven (7) years after termination of the Agreement with the County 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.

**10. 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, Provider is acting as an independent contractor and not as an officer, agent, or employee of the County.

**11. Licenses, Permits, Etc.**

Provider represents and declares to County that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Provider represents and warrants to County that Provider shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Provider to practice its profession.

**12. Provider's Insurance.**

Provider shall provide insurance as set forth in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

**13. Tuberculosis Clearance.**

Provider shall certify in writing that Provider's employees, volunteers and subcontractors receive clearance for TB.

**14. Pupil Safety/School Safety Act.**

Contractor shall comply with all provisions of Education Code section 45125.1 et.sec.as applicable to the determination below. The COUNTY has completed the "Pupil Safety Provisions" below certifying the level of contact that CONTRACTOR is expected to have with COUNTY'S pupils.

X  The COUNTY has determined that greater than limited contact with pupils may occur under the terms of this contract. Fingerprinting and certification will be required of the contractor. No work may take place until the requirements of Education Code section 45125.1 have been met.

The COUNTY has determined that limited contact with pupils may occur under the terms of this contract. In lieu of fingerprinting, a COUNTY employee will provide supervision at all times when the CONTRACTOR has contact with pupils.

The COUNTY has determined that there will be no contact with pupils under the terms of this contract.

The above determination is made by  Lucia Garay, Executive Director

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(County Program Manager/Director)

**15. Indemnification.**

The Provider agrees to hold harmless, defend, and to indemnify the 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, the Provider's performance or lack thereof under this Agreement.

**16. Tobacco-Free Facility.**

The County is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office property.

**17. Notices.**

Notices shall be given as described on Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

**18. Governing Law/Venue.**

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

**19. Compliance with Law.**

The Provider 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, purchasing practices, wages, hours, and conditions of employment, including non-discrimination.

**20. Counterparts.**

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

**21. Debarment, Suspension or Ineligibility Clause.**

By signing this Contract, the Provider certifies that the Provider, and any of its principles and/or subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and;
- ii. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. Provider certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

**22. Final Approval.**

This Agreement is of no force or effect until approved by signature by the County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

**23. Employment with Public Agency and Retirees.**

Provider, if an employee of another public agency, agrees that Provider will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

**24. Entire Agreement.**

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

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

**SAN DIEGO COUNTY SUPERINTENDENT  
OF SCHOOLS**

**SAN YSIDRO SCHOOL DISTRICT**

\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
By (Authorized Signature)

Michael Simonson  
Name (Type or Print)

Gina A. Potter, Ed.D.  
Name (Type or Print)

Assistant Superintendent, Business Services  
Title

Superintendent  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Board Approved: \_\_\_\_\_

**San Diego County Superintendent of Schools  
Agreement with San Ysidro School District  
For Quality Preschool Initiative Services  
Exhibit "A": Special Provisions**

**A. Scope of Services.**

Subject to receipt of the fully executed contract and funding from First 5 Commission of San Diego effective July 1, 2018 to June 30, 2019 by the County, County and Provider agree to perform services as listed below. Provider shall provide the necessary qualified personnel to perform the services as detailed below.

**I. THE PROVIDER AGREES TO:**

- A. Comply with the Provider Scope of Work as described in **Exhibit "B"**.
- B. Comply with First 5 Commission Mandatory Article Flow-Down "recitals." A copy of this agreement document is attached as **Exhibit "C"**.
- C. Use the data and program management system, Pinwheel, as stated in the Provider Scope of Work (**Exhibit "B"**) and **Exhibit "B" – Attachments 1-7**.
  - i. Maintain for records the document regarding use of Pinwheel provided by Early Quality Systems (EQS) to SDCOE regarding compliance with California AB 1584. This is attached as **Exhibit "D" – Attachment 2**.
  - ii. Read, sign and return with the signed agreement, the Pinwheel Limited Use Agreement and the Sub-Contractor End User Agreement Terms of Use: Privacy Policy and User Agreement for Use of "Pinwheel." Utilize Pinwheel for all required data collection, quality assurance and reporting activities, as outlined in the *Scope of Work*. A copy of these document are attached as **Exhibit "D" – Attachments 1 and 3**.
- D. Complete necessary fiscal agreement with the QPI designated reimbursement agency no later than September 30, 2018 as per scope of work (**Exhibit "B"**) and form (**Exhibit "E"**).
- E. Prior to beginning services and with the execution of this agreement, provide QPI with copies of Providers current child care License(s) through Community Care Licensing with this agreement and current Certificate of Insurance in compliance with the requirements set forth below.

**II. SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS, OPERATING THE QUALITY PRESCHOOL INITIATIVE, AGREES TO:**

- A. Pay the designated reimbursement vendor in accordance with the Quality Preschool Initiative Scope of Work (**Exhibit "B"**) on a quarterly basis.
- B. Provide quality support, coaching, technical assistance, and guidance to the Provider in performing services under this agreement in accordance with the Scope of Work (**Exhibit "B"**).

**B. Compensation and Reimbursement.**  
See Exhibit "E".

The Quality Preschool Initiative designated reimbursement agency is the authorized entity to distribute reimbursements to agencies on a quarterly basis as stated in the Scope of Work (Exhibit "B") and the Fiscal/Reimbursement Guidance and Information (Exhibit "E")

Reimbursement funds to the Provider may be suspended at any point during the program year when violations to this agreement occur. Estimated Not to Exceed (NTE) amounts are included in Exhibit "E" – Attachment 1.

**C. Term of Agreement.**

This Agreement shall be effective from the period commencing upon July 1, 2018, and ending June 30, 2019, unless sooner terminated by County as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Provider shall return to County any and all equipment, documents or materials and all copies made thereof which Provider received from County or produced for County for the purposes of this Agreement.

**D. Project Contacts.**

The parties' representative contacts for the management of this project are:

SDCOE: Lucia Garay, Executive Director  
6401 Linda Vista Rd  
San Diego, CA 92111  
(858) 292-3801  
lgaray@sdcoe.net

Provider: Lorena Varela-Reed  
4350 Otay Mesa Road  
San Ysidro, CA 92173  
(619) 428-4476 ext 3583  
lvreed@sysd.k12.ca.us

**E. Legal Notices.**

All notices hereunder shall be in writing and sent to the following address:

To SDCOE: Assistant Superintendent, Business Services  
6401 Linda Vista Rd  
San Diego, CA 92111

To Provider: Assistant Superintendent, Business Services  
San Ysidro School District  
4350 Otay Mesa Road  
San Ysidro, CA 92173

with copy to Ms. Lorena Varela-Reed

#### **F. Provider's Insurance.**

The Provider shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the Superintendent of Schools from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Provider shall maintain limits no less than:

- A. **Commercial General Liability** including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$4,000,000.
- B. **Automobile Liability**: \$1,000,000 each accident for bodily injury and property damage.
- C. **Employer's Liability**: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County.
- D. **Professional Errors and Omissions Liability**: \$2,000,000 per claim with an aggregate limit of not less than \$4,000,000. Any self-retained limit shall be greater than \$25,000 per occurrence/event without County Risk Management approval. If policy contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit had been paid or reserved, County will require additional coverage to be purchased by Provider to restore the required limits. This coverage shall be maintained for a minimum of two years following termination or completion of Provider's work pursuant to the Contract.
- E. **Improper Sexual Conduct**: \$2,000,000 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.
- F. **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 \$2,000,000 and shall cover all of Provider's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Provider's, Commission's or County's computers or servers to affect, alter, copy, corrupt, delete, disrupt or destroy a 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 of computer virus, Trojan horse, worms or any other type of malicious or damaging code; 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.

The Provider shall file, with the County, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

#### **G. Workers' Compensation.**

The Provider shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or Provider shall sign and file on company letterhead stationery with the County 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."

## H. Data Privacy and Protection

All County content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) information involved in this agreement shall continue to be the property of and under the control of the San Diego County Superintendent of Schools (County).

All content/data created by the County or by its students or personnel using the service provided will cease to be retained by the Provider at the conclusion of this contract and will, in fact, be removed from the Provider's records.

The Provider will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this contract. Any other use of the County's student and personnel information will not be undertaken without the express, written consent of the County.

The Provider uses the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data is stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The Provider will notify the County within 24 hours of the Provider discovering an unauthorized access or disclosure of County data.

The Provider and the County will work together to ensure compliance with FERPA regulations as applicable.

**San Diego County Superintendent of Schools  
Agreement with San Ysidro School District  
For Quality Preschool Initiative Services**

**Exhibit "B": Scope of Work**

First 5 Quality Preschool Initiative -- Provider Scope of Work, 2018-19

	TASK	EVIDENCE OF COMPLETION	TIMELINES
1	<p><b>Quality Preschool Initiative Enrollment &amp; Intake</b></p>		
1.1	<p>The Agency shall provide services to preschool children for one to two years before kindergarten or transitional kindergarten eligibility.</p>	<p>Child demographics in Pinwheel, including funding type (see <b>Exhibit "B" - Attachment 1: "QPI Data Reporting Requirements"</b> for all data reporting requirements)</p>	<p>see <b>Exhibit "B" - Attachment 1: QPI Data Reporting Requirements</b></p>
1.2	<p>The Agency shall ensure the following eligibility requirements are met:</p> <ul style="list-style-type: none"> <li>• A session* participating in QPI must include a minimum of 8 children who receive a subsidy, including California state-funded full-day or part-day preschool (CSPP), California Alternative Payment program, and/or Head Start or are enrolled in a military child care program or <b>non-profit and faith-based programs that meet the project's quality criteria, including preschool classrooms at centers that serve mixed-age groups of children and are currently participating in the Infant/Toddler QRIS Block Grant.</b></li> <li>• All children, regardless of subsidy-type and including children who do not receive any subsidy, who are enrolled in a QPI participating session (classroom), are considered participating in QPI.</li> <li>• In addition to "enrolling" children in Pinwheel, the web-based program and data management system, agency must ensure that enrolled children are in attendance in the QPI session being certified at the time of certification.</li> </ul> <p>*A session is defined as a self-contained classroom with one assigned lead teacher and consistent teaching team, a group of similarly-aged children, using the same physical space during the instructional day (minimum of 3 consecutive hours). <b>Physical classrooms may not be "comingled" with more than one session at one time.</b> Two or more groups of children sharing the same physical classroom space may operate as concurrent groups, not comingled groups during the entire session day.</p>	<p>Review of session list(s) in Pinwheel by funding type</p> <p>All data points for all children enrolled in QPI session.</p>	<p>see <b>Exhibit "B" - Attachment 1: QPI Data Reporting Requirements</b></p>

1.3	<p>The QPI Preschool provider shall ensure the following enrollment requirements are met:</p> <ul style="list-style-type: none"> <li>• Enrollment in any QPI-funded program will be open and non-discriminatory. Providers must not discriminate against any child or his or her family on the basis of race, ethnicity, national origin, sex, sexual orientation, religion, or disability.</li> <li>• Written enrollment policies must state that the program is open and non-discriminatory and must be kept onsite and available to families (at their request).</li> <li>• The Agency shall obtain each participating child's legal name and date of birth from an official birth certificate or other legal document and enter into Pinwheel.</li> <li>• The Agency must collect and maintain a parent-signed enrollment form verifying the child's information. Enrollment information must be verified from legal documents (e.g., birth certificate). The QPI enrollment form may be used if the agency does not have an enrollment form that includes all required information (see <b>Exhibit "B"-Attachment 3</b>).</li> <li>• The Agency shall distribute the following forms to the families of all children enrolled in a QPI session during the enrollment period: welcome letter; parent consent packet; and model release form (see <b>Exhibit "B"-Attachment 3</b>).</li> <li>• Agency shall collect and maintain both the parent consent packet, including the First 5 Notice of Privacy Practices and the model release form, from the families of all children enrolled in QPI sessions.</li> <li>• The Agency shall ensure that all parent consent forms are completed and status is entered into Pinwheel for each child enrolled in a QPI session.</li> </ul>	<p>Enrollment Policy &amp; Parent Handbook</p> <p>Enrollment Form</p> <p>Enrollment Packet; evidence of completed forms upon request</p> <p>Pinwheel data entry</p>	
1.4	<p>The Agency must adhere to the following enrollment recordkeeping and reporting requirements:</p> <ul style="list-style-type: none"> <li>• All QPI funds are subject to examination and audit at the agency for a period of seven years after final payment of program expenditures. All records, by funding type within QPI, must be retained for this time period, including student records and QPI parent consent forms.</li> <li>• Maintain accurate enrollment and daily attendance records for all children and accurate staff assignments and attendance records.</li> </ul>	<p>Records available for 7 years, upon request</p> <p>Internal protocols for daily attendance recording and data entry into Pinwheel and for updating staff assignment records quarterly</p>	Q1 contract monitoring
1.5	<p>The Agency shall enroll preschool-age children, including those with an IEP, disability and/or identified special needs*.</p> <p>The Agency shall <b>have a plan</b> for enrollment to children with IEPs and/or identified special needs, targeting 10% of total enrollment, and shall document in Pinwheel all children who have been identified with a disability (IEP) and/or special needs.</p> <p>The Agency shall provide, as part of their written philosophy statement, an assurance regarding the practice of providing children with disabilities and/or special needs the opportunity of learning alongside typically developing children in their program. All programs must comply with applicable provisions of the Americans with Disabilities Act (ADA) and Individuals with Disabilities Education Act (IDEA).</p>	<p>Written philosophy statement</p>	Q1 contract monitoring

	<p>*An individual with Special Needs is the designation established by First 5 San Diego for children with any physical, mental (social-emotional), developmental or medical need that may impact learning and require some adaptations, modifications or plan to support learning and assist with a child being successful. The child may not meet the criteria for assessment or may not qualify for an IEP; however, s/he may need special assistance.</p>		
1.6	<p>The Agency shall request the assistance of their designated QPI contract monitor prior to considering any modification of a child's school day length or removal of a child from a QPI-funded preschool session, due to developmental or behavioral concerns.</p> <p>Provider agencies shall report all dropped children from QPI sessions in Pinwheel, including the reason.</p>	<p>Evidence of notification, if applicable</p> <p>Pinwheel data entry</p>	<p>Ongoing</p>
1.7	<p>Any Agency requesting QPI Fully Funded slot reimbursement <b>must follow the Fully Funded Request Procedures listed in Pinwheel Resources and the 2018-19 QPI Provider Resource Guide.</b></p> <p><b>Any Agency approved for QPI Fully Funded slot reimbursement must follow the quarterly reporting requirements listed in Pinwheel Resources and the 2018-19 QPI Provider Resource Guide.</b></p> <p>If Fully Funded slots are awarded to the Agency, accurate enrollment and attendance records for each slot will be reviewed prior to quarterly funding reimbursement. Funding is contingent upon attendance (85% on a monthly basis).</p>	<p>Enrollment and attendance information in Pinwheel</p>	<p>see Exhibit "B"- Attachment 1: QPI Data Reporting Requirements</p>
1.8	<p>QPI participating sessions shall offer preschool for a minimum of three (3) consecutive hours of service per day <b>and 180 days per year, or for the number of days and hours</b> that match their state or federally funded preschool program contract(s). Dates of service are between July 1, 2018 and June 30, 2019.</p>	<p>Pinwheel session or agency calendar</p>	<p>see Exhibit "B"- Attachment 1: QPI Data Reporting Requirements</p>
1.9	<p>Each QPI session must enroll similar-age children (as allowed by primary funding source and CCL) served under one consistent teaching team, using the same physical space for the entire session day.</p>	<p>QPI session enrollment is verified by SDCOE staff</p>	<p>see Exhibit "B"- Attachment 1: QPI Data Reporting Requirements</p>
1.10	<p>A Session Calendar must be created and maintained for each QPI session in Pinwheel. <b>The session calendar must be kept up to date, including marking "special days" (see 2018-19 QPI Provider Resource Guide for information on "special days").</b></p>	<p>Session Calendar for all QPI sessions entered in Pinwheel</p>	<p>see Exhibit "B"- Attachment 1: QPI Data Reporting Requirements</p>
1.11	<p>The Agency shall ensure that all QPI sessions maintain a maximum staff to student ratio of 1:10. All staff assigned to each QPI session must be entered and listed in Pinwheel. This must include any teaching staff that count toward staff:student ratios during the program day.</p>	<p>Staff information entered in Pinwheel.</p>	<p>Ongoing</p>

1.12	The Agency shall ensure that all QPI sessions do not exceed a maximum class size of 24 students in the session at one time.	Session and child information entered in Pinwheel	see <b>Exhibit "B"</b> . <b>Attachment 1:</b> QPI Data Reporting Requirements
1.13	The Agency shall maintain daily attendance for all children enrolled in a QPI session. If Agency uses Pinwheel as its attendance tracking system, attendance shall be entered daily; if Agency uses another primary data system to collect attendance, data must be imported into Pinwheel every month.	Pinwheel attendance data entry	see <b>Exhibit "B"</b> . <b>Attachment 1:</b> QPI Data Reporting Requirements
1.14	The Agency shall enter all QPI session staff credentials/permits and degrees by January 31, 2019, and throughout the program year as new staff are hired or current staff achieve higher levels of education or credentials/permits. The status of education and degrees indicated by January 31, 2019 will be used for stipend calculations; updated status by May 17, 2019, will be used for tier rating.	Staff education entry in Pinwheel	January 31, 2019 and May 17, 2019
1.15	The Agency must update Pinwheel within two business days of any changes to the following positions, <b>including contact information:</b> program director, site director/supervisor, lead teacher, instructional assistant, and data rep.	Pinwheel entry	Within 2 business days of change
1.16	The Agency shall collect and maintain Staff Authorization for Use of Personal Information forms (See <b>Exhibit "B"</b> - <b>Attachment 4</b> ) for all staff participating in QPI. The Agency shall inform the assigned QPI contract monitor of any staff that does not provide authorization by 30 days of agency start date or contract execution, whichever is later.	Consent forms	Within 30 days of agency start date
<b>2</b>	<b>Measuring Outcomes for Children</b>		
2.1	The designated agency administrator shall ensure all QPI participating sessions will utilize Desired Results Development Profile (DRDP-2015) data to guide instruction and write lesson plans based on group and individual needs.	Agency protocols	Quarterly Contract Monitoring meetings
2.2	Agencies must complete the DRDP-2015, <b>including all relevant measures for each child</b> , within 60 calendar days of each child's first day of attendance and again 6 months thereafter.	Pinwheel data entry	see <b>Exhibit "B"</b> - <b>Attachment 1</b>
<b>3</b>	<b>Developmental Screenings &amp; Referrals to Services</b>		
3.1	The Agency shall develop and articulate a comprehensive <b>developmental</b> screening plan to include: <b>distribution, scoring, communication with families about screening process and children's results, monitoring, and referral process.</b>	Comprehensive agency screening plan in place	Q1 contract monitoring meeting

3.2	<p>The Agency shall ensure that all* children who participate in the QPI program receive an age-appropriate developmental screening using the Ages &amp; Stages Questionnaires (ASQ-3) within ninety (90) calendar days of entering the QPI program <i>each school year</i>.</p> <p>The Agency shall ensure that all parents are invited to participate in the completion and understanding of their child's ASQ-3 and, when indicated, ASQ: SE-2 results. The ASQ-3 and ASQ:SE-2 shall be completed in collaboration with families.</p> <p>*Children who have an IEP in place at the time of ASQ-3 distribution are not required to have an ASQ-3 completed. Additionally, children who enter the program with less than 90 days remaining in the program year or who drop before 90 days of enrollment are not required to have an ASQ-3 completed.</p>	Comprehensive agency screening plan Pinwheel data entry	Q1 contract monitoring meeting ASQ-3 within 90 days of first day of attendance
3.3	<p>When a parent response on the ASQ-3 indicates a concern in the area of behavior, the Ages &amp; Stages Questionnaire: Social Emotional-2 (ASQ:SE-2) shall be administered within 30 days of scoring the ASQ-3.</p> <p><b><i>Additionally, if the teacher has concerns in the classroom throughout the year, an ASQ:SE-2 shall be administered, in collaboration with parents.</i></b></p>	Pinwheel data entry	ASQ:SE-2 within 30 days of scoring ASQ-3 (if indicated)
3.4	<p>The Agency shall complete referrals for all children who score in the referral range (black) on their ASQ-3 and/or ASQ:SE-2. All referrals shall be input and tracked (automatically dated) in Pinwheel. Each referral (a single child may have more than one referral) shall be monitored and updated in Pinwheel as per Exhibit "B"-Attachment 1.</p> <p>All referral updates shall be entered into Pinwheel as they occur and throughout the program year, as long as the child demonstrates a need.</p>	Pinwheel referral pathway data entry	Referrals entered in Pinwheel within 30 days
3.5	<p>The Agency shall create or <b><i>review/update</i></b> the Referral Pathways in Pinwheel within 45 days of the QPI contract execution and prior to entering any ASQ data. The Referral Pathways will include <b><i>in-house interventions</i></b> and referrals to services such as the First 5-funded Healthy Development Services, community resources, and/or the local school district's special education department, as appropriate.</p>	Comprehensive agency screening plan Pinwheel referral pathway data entry and report	Q1 contract monitoring meeting see <b>Exhibit "B"-Attachment 1</b>
3.6	<p>The Agency shall conduct an ongoing review of vision and hearing screening results and ensure that second-level vision screenings and services are provided to children that have been identified as needing it, through a primary vision screening, parent or teacher concerns, or if their Physician's Report indicates "unable to test."</p>	Comprehensive agency screening plan—shared at Quarter 1 contract monitoring meeting	Q1 contract monitoring meeting Final screenings entered by May 24, 2019; updates ongoing
3.7	<p>The Agency shall enter all vision and hearing screening results in Pinwheel, if such screenings are provided.</p>	Pinwheel data entry	Quarterly

Exhibit "B"

4	<b>Quality Preschool Environment</b>		
4.1	The agency shall follow the external review protocols specified in the 2018-19 QPI Provider Resource Guide during external review visits, as applicable (including ERS and CLASS).	N/A	Ongoing
4.2	All new sites are required to undergo an external health and safety review using the QPI Health and Safety Checklist found in Pinwheel. Results will be shared with the Agency director and shall be addressed by the Agency throughout the program year.	Reviewed at Quarterly Contract Monitoring meetings	February 15, 2019
4.3	The Agency shall complete an annual NAP SACC Infant & Child Physical Activity Self-Assessment for each session participating in QPI and enter the results into Pinwheel at the session level.	NAP SACC assessment in Pinwheel	March 29, 2019
4.4	The Agency shall complete an annual NAP SACC Child Nutrition Self-Assessment at the agency level and enter the results into Pinwheel (see 2018-19 Provider Resource Guide for clarification about where to enter the agency-wide assessment).	NAP SACC assessment in Pinwheel	March 29, 2019
4.5	The Agency must utilize a research based curriculum that is responsive to the cultural and linguistic needs of families and children, addresses children with disabilities and other special needs, and incorporates the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks to adequately prepare children for kindergarten in the areas of physical, social, emotional, cognitive, and language development.	Pinwheel data entry	Within one week of Agency start date
4.6	All sites participating in QPI must remain "in good standing" with Community Care Licensing (CCL) to receive <b>or maintain</b> a site tier rating.	QPI CCL review (by subcontractor)	Quarterly
4.7	The Agency is required to inform the QPI CCL subcontractor (at myccireport@ymca.org) and a QPI contract monitor within 24 hours of any licensing citations/violations received during the contract period. Providers must subsequently submit the official documentation issued by CCL, as well as all evidence of completion of a Plan of Correction (POC), and any appeal made to CCL regarding a citation or violation. Failure to provide this information may result in suspension or termination from QPI.	Email within 24 hours of citation w/ date and time of citation and brief description.	24 hours of citation/violation
4.8	<b>The Agency director and/or site directors shall work with the nutrition education and mentoring subcontractor to review NAPSACC results, identify goals, and implement changes to improve the nutrition program, as measured by the NAPSACC Child Assessment Self-Assessment.</b>	Meeting schedule with subcontractor and identified goals	Ongoing
5	<b>Coaching, Professional Development Support, and Training</b>		
5.1	The Agency shall establish protocols and fiscal supports to ensure that all QPI participating site supervisors and lead teachers complete 21 hours of professional development annually, inclusive of 15 hours of 1:1 coaching and 6 hours of professional development training.*	Agency professional development plan	30 days from agency start date or contract execution

<p>*Lead teachers and site supervisors who have met pre-established readiness factors are not required to participate in the full 15 hours of coaching, and the Agency may select one of four options for coaching:</p> <ol style="list-style-type: none"> <li>1. 8 hours, minimum, of 1:1 coaching</li> <li>2. 8 hours, minimum, of group coaching</li> <li>3. 15 hours of a combination of group and 1:1 coaching</li> <li>4. 0 hours of coaching</li> </ol> <p>Once selected by the Agency, the coaching model may not change during the program year.</p> <p>Readiness factors: 4+ years of experience in QPI in their current role by start of program year (lead teacher or site supervisor); teacher: has achieved CLASS threshold scores at 5-point level on Rating Matrix on most recent CLASS assessment; site director: at least one teacher at current site has achieved CLASS threshold scores at the 5-point level.</p> <p>No more than 3 individuals may be coached in a group at any one time.</p> <p>For staff that elect to receive less than 15 hours of coaching, a total of 21 hours of professional development is still required. The Agency shall ensure that arrangements are made to provide staff with 21 total hours of professional development. For a listing of additional QPI approved professional development for these individuals, see 2018-19 QPI Provider Resource Guide.</p>	<p>Professional development entry in Pinwheel (entered by SDCOE staff)</p> <p>QPI coach logs (entered by SDCOE staff)</p>	
5.2	QPI Coaching Logs (entered by Coaches)	The designated Agency administrator shall ensure that each QPI site supervisor and lead teacher participates in the minimum hours of QPI coaching specified in 5.1, and will make resources available to support this by using QPI reimbursement funding.
5.3	Professional development data entry in Pinwheel (entered by SDCOE staff)	The designated Agency administrator shall ensure all staff assigned in Pinwheel as the site director or to a session attends a minimum of 6 hours of professional development provided by SDCOE staff. The Agency administrator shall ensure the QPI professional development plan includes provisions for any instructional assistant who chooses to participate in 6 hours of professional development.
5.4	Workforce registry #	All staff participating in QPI professional development activities must create a profile in the California Early Care & Education Workforce Registry and use the assigned Registry # when signing in for any QPI professional development activities.
5.5	QPI Budgets Quality Improvement Plans Coaching Logs	The Agency shall utilize QPI reimbursement funding to provide teachers with coverage for coaching sessions and instructional planning time, including time to complete action steps outlined in the individual's QIP (Quality Improvement Plan), that is out of adult:child ratio.

May 24, 2019

Before participating in any QPI professional development

Ongoing

5.6	The designated Agency administrator will work with the QPI <b>contract monitor</b> to develop the agency's professional development plan no later than 30 days after QPI contract execution.	Quality Improvement Plan Professional Development Plan	30 days from agency start date or contract execution
5.7	The designated Agency administrator shall make arrangements for all agency staff participating in QPI as a site director, lead teacher, and instructional assistant (optional) to write QIPs. <b>QIPs will be created at the first QPI coaching session</b> for lead teachers and site directors and therefore these first coaching sessions with a complete QIP must take place within 60 days of the agency start date or QPI contract execution. Instructional assistants' QIPs are due within 60 days of the agency start date or QPI contract execution.	Quality Improvement Plan	Within 60 days of agency start date
5.8	The Agency shall provide the QPI stipend document ( <b>Exhibit "B"-Attachment 6</b> ) to all staff participating in QPI as a lead teacher, instructional assistant, site director, or data rep. Agency directors are required to provide verification of staff attendance as well as salary (maximum of <b>\$69,811</b> gross) for all staff submitting stipend requests.	Quarterly verification of staff attendance submitted to SDCOE; annual verification of salary, if requested	Quarterly staff attendance
5.9	The designated Agency administrator shall prepare for each <b>scheduled</b> contract monitoring meeting with the assigned QPI contract monitor. Additional leadership members may attend.	Meeting schedule	Contract monitoring meetings
<b>6</b>	<b>Family Strengthening</b>		
6.1	The Agency, based upon the needs and interest of the families they serve, shall create and implement a yearlong Family Strengthening Plan. All family engagement activities will be recorded within the Family Strengthening Plan and categorized by their related protective factor, utilizing the Strengthening Families Framework. These five protective factors are: Parental resilience Social Connections Knowledge of parenting and child development Concrete support in times of need Social and emotional competence of children  The Agency shall offer parent education workshops/classes to all families of children enrolled in QPI sessions.  The Family Strengthening Plan shall be maintained to include the number of parents/caregivers/guardians who attend events listed.	Family Strengthening Plan	Reviewed at contract monitoring meetings

6.2	<p>The Agency shall ensure that 20% of children enrolled in a QPI session have a parent/guardian/caregiver attend at least one of the First 5-approved parent education workshops/series that utilize a curriculum based on research and/or evidence, is developmentally and culturally appropriate, and is an effective "best practice" to educate the parents of preschool-age children. The First 5 approved parent education curricula are:</p> <ul style="list-style-type: none"> <li>• Let's Read Together</li> <li>• Positive Parenting Practices (Triple P)</li> <li>• Positive Discipline (Jane Nelson)</li> <li>• Positive Solutions for Families (Teaching Pyramid)</li> <li>• Parent Education Support and Empowerment (PESE)</li> <li>• PEL Guide Parent Training – Support for Dual Language Development</li> <li>• Pathways to Competence for Young Children – A Parenting Program</li> <li>• Parenting Counts</li> <li>• Expanded Food and Nutrition Education Program (EFNEP)</li> <li>• Incredible Years</li> <li>• Abriendo Puertas</li> <li>• Growing Healthy Together (YMCA CRS)</li> </ul> <p><i>The Agency shall collect QPI parent education workshop attendance sheets and registration forms from participants in these workshops or series and submit to SDCOE, following the instructions listed in the 2018-19 QPI Provider Resource Guide.</i></p>	<p>Family Strengthening Plan Template (Excel) data entry</p> <p>Demographic forms and attendance sheets</p>	May 31, 2019
6.3	<p>The Agency shall maintain up to date records of staff who have attended training-of-trainers (TOT) opportunities and the training/parent education workshops they provide within the Agency, to ensure the continued development of existing staff and support the long-term sustainability of parent education programs.</p>	<p>Training records</p>	Q1 contract monitoring meeting
6.4	<p>The Agency shall distribute the First 5 QPI Parent Satisfaction Survey to all families of children participating in QPI. The agency shall collect and return completed surveys to SDCOE by the date listed.</p>	<p>Submitted Parent Satisfaction Surveys</p>	May 17, 2019
6.5	<p>The Agency shall ensure a system is in place to document parent conference attendance at the session-level a minimum of twice a year.</p>	<p>Documentation of system</p>	Q3 contract monitoring meeting
6.6	<p>The Agency shall offer and document opportunities for family leadership, such as serving as a "class parent" or being invited to serve on an advisory board.</p>	<p>Documentation of opportunities</p>	Q3 contract monitoring meeting
7	<p><b>Kindergarten Transition</b></p>		
7.1	<p>The Agency shall distribute the Summer Activities Packet to all families of children participating in QPI.</p>	<p>Summer Activities Packet</p>	June 28, 2019

7.2	<i>Before March 29, 2019 the Agency shall have a written plan for Kindergarten Transition, including scheduling and making arrangements for local school districts to present Kindergarten registration informational events to families and to schedule a real or virtual visit for preschoolers to a local kindergarten classroom or receive a visit from a kindergarten teacher for all preschool sessions serving 4 year olds.</i>	Written kindergarten transition plan	March 29, 2019
<b>8</b>	<b>Web-Based Data Entry</b>		
8.1	The Agency shall participate in data collection, reporting, and evaluation activities required by First 5 San Diego and the Quality Preschool Initiative, implemented by SDCOE.  Agency staff shall use the QPI web-based program and data management system, Pinwheel, to enter all required data, including agency, site, session, staff, and child data as specified in <b>Exhibit "B"- Attachment 1</b> ; and ensure that staff follows security protocols and understands FERPA requirements regarding confidentiality of student records.  The Agency shall ensure all necessary data is entered accurately into Pinwheel as indicated in <b>Exhibit "B"-Attachment 1</b> and shall receive a site quality rating as per the San Diego QRIS Rating Matrix ( <b>Exhibit "B"-Attachment 2</b> ).	Reporting and data entry in Pinwheel  Return Sub-Contractor End User Agreement Terms of Use ( <b>Exhibit "C"-Attachment 1</b> )	see <b>Exhibit "B"- Attachment 1</b> : QPI Data Reporting Requirements  Sub-contractor End User Agreement due with signed contract
8.2	<i>The agency shall agree to limit the use of Pinwheel to only the QPI required data fields for implementation of this Quality Preschool Initiative agreement. QPI funds are used to fund the Agency's access to Pinwheel, and this access is limited to only the required QPI data fields.</i>	<i>Pinwheel Limited Use Agreement completed and submitted to SDCOE (Exhibit "D" – Attachment 1)</i>	<i>Pinwheel Limited Use Agreement: due with signed contract</i>
8.3	The Agency shall ensure that staff has equipment at the agency and session level to access the web-based systems Pinwheel.	Evidence of equipment	Q1 contract monitoring meeting
8.4	The Agency shall provide secured wireless access and access to the Google Chrome web browser for agency staff to access the web-based systems Pinwheel.	Evidence of secured wireless access	Q1 contract monitoring meeting
8.5	The Agency shall ensure that training in the use of Pinwheel is provided to all QPI staff by the Agency's assigned data rep. If additional support is needed from SDCOE, the Agency shall contact the assigned ops team member.	NA	NA
8.6	Individual access to Pinwheel shall be granted or eliminated as per employment or QPI participation status. <b>Any staff who is no longer participating in QPI shall be listed in Pinwheel as "inactive" within two business days (do not "delete" staff from Pinwheel.)</b>	Staff accounts in Pinwheel	Ongoing

8.7	<p>The Agency shall complete an annual iPad inventory for all iPads issued to the Agency from SDCOE. The Preschool Agency iPad User Agreement and the Individual iPad User Agreement forms are included as <b>Exhibit "B"-Attachment 5</b>.</p> <p>Inventory checks will be conducted by SDCOE during the program year and all equipment must be made physically available.</p> <p>The Agency director shall demonstrate evidence that oversight, support, guidance, and approval review is provided to the Agency's data rep for completion of all data requirement submittal (per <b>Exhibit "B"- Attachment 1</b>).</p> <p>The Agency shall make arrangements for the data rep to attend quarterly data rep meetings at SDCOE and other trainings as scheduled.</p>	<p>iPad inventory forms completed and submitted to SDCOE</p> <p>Inventory available during inventory check by SDCOE in spring 2019</p> <p>Internal protocol re: review and approval of data reporting</p> <p>Attendance at data rep meetings</p>	<p>Agency inventory form: due with signed contract</p> <p>Individual inventory form: due within 2 weeks of Agency start date</p> <p>Review at contract monitoring meetings</p> <p>Quarterly</p>
<b>9</b>	<b>Quality Preschool Initiative Reimbursement System</b>		
9.1	<p>The Agency shall ensure that First 5 QPI funding to the agency is only used to support quality enhancement, not supplant existing funding for program <i>operation</i> and personnel expenses.</p> <p>CSPF Block Grant funds must follow California Department of Education (CDE) fiscal guidelines, as per the agency's contract with CDE Early Education Support Division (EESD).</p>	<p>Approved QPI budget &amp; invoices in Pinwheel</p>	<p>September 28, 2018</p> <p>Quarterly invoices</p>
9.2	<p>The Agency shall allocate expenses related to administering the QPI program to the designated account(s) established solely for managing QRIS funding.</p> <p>The Agency shall follow federal and state accounting and reporting guidelines as applicable when combining funding sources in the provision of preschool services. Each Agency is responsible for implementing policies and procedures necessary to maximize and leverage funding through fiscally-sound practices.</p>	<p>Agency's internal fiscal records, made available as requested</p>	<p>Ongoing</p>
9.3	<p>The Agency shall meet with the assigned QPI contract monitor to develop a QPI budget. The QPI budget and budget narrative shall be entered in Pinwheel no later than September 28, 2018 or within 30 days of QPI certification, whichever is later. The QPI budget must be approved by the assigned contract monitor. Any reallocations of the QPI budget must also be approved by the assigned contract monitor.</p>	<p>Budget in Pinwheel</p>	<p>September 28, 2018</p>
9.4	<p>First 5 QPI funds must be fully expended by June 30, 2019. Estimated reimbursement amounts are included as <b>Exhibit "E"- Attachment 1</b> (Not to Exceed Estimate). Payments for reimbursement will be distributed quarterly and may only be spent on quality improvements that are approved by the Agency's assigned QPI contract monitor.</p>	<p>Invoices in Pinwheel</p>	<p>June 30, 2019</p>

Exhibit "B"

9.5	All expenditures of must be invoiced quarterly for reimbursement through Pinwheel. Expenditures must remain within 10% of the approved amount for each budget line item. Final invoices must be received and approved in Pinwheel by July 12, 2019. Any balance of first 5 funds remaining unspent on quality improvements after June 30, 2019 shall be returned to the QPI reimbursement agency, Child Development Associates.	Invoices in Pinwheel	July 12, 2019
9.6	Each Agency shall have on record by September 28, 2018 the following documentation with Child Development Associates (CDA), who has been designated as the QPI reimbursement subcontractor (see Exhibit "E"): CDA QPI Reimbursement Agreement Direct Deposit Participation Agreement Authorization Agreement for Direct Deposit (attach a voided check) IRS form W-9 Verification of TIN number or copy of Social Security Card  Any new Agency must sign and return the above forms to CDA; returning Agencies must verify that the above forms are on record with CDA.  Note: No federal or state taxes will be withheld from compensation to the Agency. When required, SDCOE will file the appropriate taxation forms with the required taxing authorities.	Documents returned to CDA	September 28, 2018
9.7	The Agency shall budget QPI funds according to the following reimbursement rates for eligible sessions for the 2018-19 year: Tier 1 & 2: \$0 Tier 3: \$2,500* Tier 4: \$7,100* Tier 5: \$9,600* <i>*Estimated amounts; final rates will be established after the QPI tier rating process has been completed.</i>	N/A	N/A
<b>10</b>	<b>Media, Marketing, and Logo Usage</b>		
10.1	The Agency is encouraged to use the following strategies to increase public awareness about the importance of quality preschools: 1) arrange at least one community leader visit to QPI site(s) – e.g., board members, principals, community/business leaders – to raise awareness of quality preschool and strengthen relationships; and 2) collaborate with QPI's community engagement consultant to develop strategies and document activities.	Documentation of community leader visit(s) or other public awareness activities	Ongoing
10.2	The Agency shall provide brief stories, when requested, for possible use in First 5 annual report or other communications that include testimonials about the benefits and successes of QPI.	Stories provided to SDCOE	Ongoing

10.3	The Agency shall follow the current QPI Publication and Presentation Guidelines to request and receive approval of all publication and presentation materials referencing QPI participation or funding. (see <b>Exhibit "B" –Attachment 7</b> )	Request(s) for approval for publication/presentation(s)	Ongoing
10.4	The Agency shall develop and maintain a professional image for all First 5 San Diego QPI print and media materials, consistent with the established guidelines (see <b>Exhibit "B" –Attachment 7</b> ). The Agency shall use the approved QPI and First 5 San Diego logo in all materials used to market their program	Copies of any print or media materials w/ QPI and First 5 logos	Ongoing
10.5	The Agency's site tier ratings valid during the current program year will be posted by SDCOE to the public Quality Preschool Initiative website ( <a href="http://www.sdqpi.org">www.sdqpi.org</a> ).	July 1, 2018 (posted by SDCOE staff)	Ongoing
10.6	Agency publication and posting of site tier ratings is encouraged. Tier rating is valid for one year following the date of tier designation. The tier rating shall be removed from all publications and postings if site receives a designation of "not in good standing" from Community Care Licensing (CCL).	Evidence of tier rating posting. Evidence of removal if necessary.	Ongoing
10.7	The Agency must notify SDCOE before or by 12 hours after any media coverage related to any site receiving QPI funding.	Email notification	Within 12 hours of event

**San Diego County Superintendent of Schools  
Agreement with San Ysidro School District  
For Quality Preschool Initiative Services**

**Exhibit "B": Scope of Work  
Attachment 1: Data Reporting Requirements 2018-19**

# Exhibit B, Attachment 1: 2018-19 QPI Data Reporting Requirements

Item	Component	Due Dates	Instructions
1	Agency and Site Setup	Within two weeks of Contract Execution date. Updates within 1 week	Ensure all data fields on the agency and site landing pages in Pinwheel are complete and accurate at program year set up. Ensure that these fields remain up-to-date throughout the year. Update staff assignments in Pinwheel within 2 business days of implementation.
2	Staff Profiles	Within two weeks of Contract Execution date. Updates within 2 weeks as changes occur	Create and/or update to ensure contact information and demographic data are accurate. Enter/update the "First work day of school year" to the current year. Erase previous year's "Last work day of school year" (if any). Update all data throughout the year within two weeks as changes occur. Add new staff within two weeks of staff start date.
3	Staff Informed Consent Form and First 5 Notice of Privacy Practices	Within two weeks of Staff Start Date or change in status	Collect signed forms from all staff assigned to QPI. Provide a list of staff who do NOT wish to provide consent to QPI by the date listed. Notify QPI in writing within 2 business days if a staff changes his/her mind in either direction ("Yes to No" or "No to Yes").
4	Staff Education	Within two weeks of Contract Execution date or Staff Start Date, whichever comes first.	Enter/update education in Pinwheel for all staff assigned to QPI, including permits, degrees and ECE units. Upload transcripts to support degrees and ECE units. Ensure teaching permits are not expired.
5	User Account Setup and Termination	Within two weeks of Contract Execution date. Updates within 2 business days	Create Pinwheel user accounts for all staff newly participating in QPI and disable Pinwheel user accounts for all staff no longer participating in QPI. Update within 2 business days as changes occur.
6	Agency and Session Program Calendars	Within two weeks of Contract Execution date. Updates within 2 business days	All calendars used by the agency must be setup and linked to every session. If agency uses one calendar, all sessions will default to the longest calendar set up at the agency's landing page. Ensure every session is assigned to the appropriate calendar.
7	Session Setup	Within two weeks of Contract Execution date.	Ensure all required data fields on the session landing pages in Pinwheel are complete and accurate. Update changes to staff assignments in Pinwheel within 2 business days of implementation.
8	Rolled-Over Student Records	Fri, Sept 21, 2018 or 3 weeks after Contract Execution Date, whichever comes first.	Records for children who attended in the previous year are rolled over into the current year and placed in an Archive Student Waiting List. When a student returns for a second year, move the archived record into the appropriate session. This retains the history (DRDP, ASQ, referrals, etc.). Erase previous year's Entry and Drop Dates and ensure all information is up to date for the current year. Note: Only children who are NEVER served within the program year belong in the Archive. Place children who are served and later drop into the Drop Waiting list.

Quarter One: July 1 – September 30

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Item	Component	Due Dates	Instructions
9	Student Demographics	Fri, Sept 21, 2018 or 3 weeks after Contract Execution Date, whichever comes first. Updates every 2 weeks	Ensure all required data fields (as per the QPI Data Dictionary) on the child landing page in Pinwheel are complete and accurate for 100% of the children at program year set up. Ensure that these fields remain up-to-date throughout the year. Every child served in a QPI session must be reported, regardless of funding source. Updates (new enrollments, drop dates, etc.) for both new and rolled-over students must be entered or imported no later than every 2 weeks. Run ongoing quality assurance checks throughout the year on all funded children.
10	General Quality Check	Fri, Sept 21, 2018	Check all above items for quality and resolve errors or incomplete data.
11	Referral Pathways	Within 45 days of contract execution date and prior to entering any ASQ, referral and general screening data in Pinwheel	Create and/or update referral pathways for both internal and external referrals and general screenings.
12	Budget and Budget Narrative	Fri, Sept 28, 2018	The budget and budget narrative are due in Pinwheel.
13	Parent Informed Consent Form, First 5 Notice of Privacy Practices, and Model Release Form	Within 2 weeks of enrollment	Collect signed forms from parents upon enrollment. Enter results of Informed Consent Form into Pinwheel within 2 weeks. Keep forms on file at site for 7 years beyond the last day of Quality Preschool Initiative.
14	Child Attendance	Manual Entry: Daily Import: Monthly by 11 <sup>th</sup> . June attendance within 5 business days of program's end or June 30, whichever comes first.	Enter attendance daily into Pinwheel for all children in each session for each day in the QPI program year. Providers who import child attendance from another primary data system outside of Pinwheel may import monthly by the date listed through the end of the program year.
15	Staff Attendance	Daily in either Pinwheel or Other Primary HR system	Maintain daily staff attendance in Pinwheel or in provider's own data system tracking number of days worked in the classroom by each teacher and IA for that quarter. Additionally, all Program Directors, Site Administrators, Lead Teachers and Instructional Assistants must have a current year "First work day of school year" in their demographic record in Pinwheel. Staff that leave midyear must also have a "Last work day of school year" listed in their demographic record.

Quarter One Continued

Item	Component	Due Dates	Instructions
16	Student Demographics	Updates, Adds and Drops every 2 weeks	See Quarter 1 for description.
17	Quarter 1 Invoice	Fri, Oct 12, 2018	Quarter 1 invoice should be submitted in Pinwheel for contract monitor approval.
18	DRDP: Desired Results Developmental Profile (DRDP) 2015	Posted in SDCOE's FTP site or in Pinwheel by Fri, Dec 21, 2018	The initial DRDP must be completed within 60 days of first day of attendance and the DRDP Tech results export must be uploaded to SDCOE's secure ftp site by the date listed in the <i>Due Dates</i> column. Every child whose first day present was on or before <b>Fri, 10/5/2018</b> is expected to have one DRDP <b>entered at this time</b> with the following exception: 1. Children who attend less than 10 hours per week are not required to have a DRDP.
19	General Quality Check	Fri, Dec 28, 2018	Inspect all above items for quality and resolve errors or incomplete data.
20	Parent Education Workshops	Fri, Dec 28, 2018	Submit evidence showing parent/guardian/caregiver attendance at the following family strengthening activity/class/session/workshop series.
21	General Screenings	Screenings to date: Fri, Dec 28, 2018 <i>Update as occurs</i>	Input/import all hearing and vision screenings completed to date into Pinwheel. This can be done through import, creating batch referrals, or inputting individually.
22	W-9 and Supplier Request Forms	Hand-delivered to SDCOE or postmarked by Fri, Dec 14, 2018	All staff who plan to apply for a stipend must submit their W-9 form and <u>Supplier Request Form</u> to SDCOE by the deadline.
23	Ages and Stages Questionnaire (ASQ-3)	Within 90 days of child's first day present	All information in the ASQ-3 screen must be entered into Pinwheel within 90 days of each child's first day present and within the current program year.
24	Child Attendance	Manual Entry: Daily Import: Monthly by 11th	See Quarter 1 for description.
25	Staff Attendance & Staff Attendance Verification Report	Manual Entry: Daily Other Primary System: Quarterly report within 2 weeks of receipt of QPI template	Maintain daily staff attendance* in Pinwheel or in provider's own data system tracking number of days worked in the classroom by each teacher and Instructional Assistant (IA). All providers must complete the Staff Attendance Verification Template, provided by QPI, for the previous quarter. Upon completion, Program Directors must certify the report's accuracy. *Attendance = Number of days each staff worked in the classroom. Paid days off or "special assignment" days worked away from assigned session do not count as attendance for stipend).

Quarter Two: October 1 – December 31

Item	Component	Due Dates	Instructions
26	Student Demographics	Updates, Adds and Drops every 2 weeks	See Quarter 1 for description.
27	Quarter 2 Invoice	Fri, Jan 11, 2019	Quarter 2 Invoice should be submitted in Pinwheel for contract monitor approval.
28	Staff Education	Stipends: Thu, Jan 31, 2019 Site Tiering: Fri, May 17, 2019	Enter and/or update staff education (degrees, permits, ECE units) for all Program Directors, Site Supervisors, Lead Teachers and Instructional Assistants in Pinwheel. Unofficial Transcripts must be uploaded as evidence for degrees and/or ECE units by the deadlines listed. Only valid teaching permits will be considered. Instructional Assistants who have never earned ECE units are not required to enter education claims into Pinwheel. Note: Staff Education data in Pinwheel as of January 31, 2018 will be used to calculate stipend amounts. Education data as of May 18, 2018 will be used to determine site tiering.
29	General Quality Check	Fri Mar 22, 2019	Inspect all data for quality and resolve errors or incomplete data.
30	Ages and Stages Questionnaire (ASQ-3)	Within 90 days of child's first day present	See Quarter 2 for description.
31	Ages and Stages Questionnaire: Social Emotional (ASQ:SE-2)	Within 30 days of ASQ-3	Enter all information in the <b>ASQ: SE-2</b> screening into Pinwheel within 30 days of scoring the ASQ-3, if the ASQ indicates the need for the <b>ASQ:SE-2</b> .
32	Referrals	Within 30 days	Ensure all children who score in the referral range (black) on the ASQ-3 or ASQ:SE-2 have a referral in Pinwheel within 30 days after the ASQ-3 or ASQ:SE-2. All interventions, referrals and updates are entered into Pinwheel as they occur throughout the program year (July 1, 2018 – June 30, 2019) as long as the child demonstrates a need.
33	General Screenings	Screenings to date: Fri, Mar 29, 2019 <i>Update as Occurs</i>	See Quarter 2 for description.
34	NAP SACC Nutrition Self-Assessment	Fri, Mar 29, 2019	Agency level self-assessment to be completed and entered into Pinwheel.
35	NAP SACC Physical Activity Self-Assessment	Fri, Mar 29, 2019	Session level self-assessment to be completed for each session and entered into Pinwheel.
36	Child Attendance	Manual Entry: Daily Import: Monthly by 11th	See Quarter 1 for description.
37	Staff Attendance Verification Report	Manual Entry: Daily Other Primary System: Quarterly report within 2 Weeks of receipt of QPI Template	See Quarter 2 for description.

Quarter Three: January 1 – March 31

Item	Component	Due Dates	Instructions
38	Student Demographics	Updates, Adds and Drops every 2 weeks	Conduct a quality check on all records. Ensure all new children have been entered and all drops have a Drop Date and have been moved to a Dropped Waiting List. See Quarter 1 for description.
39	Ages and Stages Questionnaire (ASQ-3)	Within 90 days of child's first day present	See Quarter 2 for description.
40	Quarter 3 Invoice	Fri, Apr 12, 2019	Quarter 3 Invoice should be submitted in Pinwheel for contract monitor approval.
41	First 5 Parent Satisfaction Survey	Fri, May 17, 2019	Provider to distribute the First 5 Parent Satisfaction Survey to parents in early April, return surveys to QPI by the deadline.
42	DRDP: Desired Results Developmental Profile (DRDP) 2015	Posted in SDCOE's FTP site or in Pinwheel by Fri, May 17, 2019	A second DRDP must be completed 6 months after the initial DRDP date. The DRDPTech results export must be uploaded to SDCOE's secure ftp site by the date listed. Agencies choosing not to use DRDPTech must enter DRDP's directly into Pinwheel by the deadline listed. All children who enter by Mon, 9/17/2018 and remain enrolled are expected to have two DRDPs in Pinwheel. All children who enter by Fri, 3/15/2019 and remain enrolled are expected to have at least one DRDP in Pinwheel, with the following exceptions: <ol style="list-style-type: none"> <li>1. Any child who enters with less than 60 days to the end of the program year are not required to have a DRDP.</li> <li>2. Children who attend preschool less than 10 hours per week are not required to have a DRDP.</li> </ol>
43	General Quality Check	Fri, May 24, 2019	Inspect all data for quality and resolve errors or incomplete data.
44	General Screenings	Fri, May 24, 2019	See Quarter 2 for description.
45	Referrals	Within 30 days	See Quarter 3 for description.
46	Child Attendance	Manual Entry: Daily Import: Monthly by 11 <sup>th</sup> . June attendance within 5 business days of program's end or June 30, whichever comes first.	See Quarter 1 for description. Note: June attendance must be input/imported within 5 business days of the end of the program year or June 30, whichever comes first.
47	Staff Attendance Verification Report	Manual Entry: Daily Other Primary System: Quarterly report within 2 weeks of receipt of QPI template	Final Staff Attendance Verification report follows same description as in Quarter 2, with the addition of a column in which the Program Director specifies as to whether each Lead, JA and Site Supervisor is anticipated to attend at least 75% of their program calendar days by year-end. This additional column is used by QPI as one of the determining factors in stipend calculations.
48	Quarter 4 Invoice	Fri, July 12, 2019	Quarter 4 Invoice should be submitted in Pinwheel for contract monitor approval. First 5 QPI funds must fully expended by June 30, 2018.

Quarter Four: April 1 - June 30

**San Diego County Superintendent of Schools  
Agreement with San Ysidro School District  
For Quality Preschool Initiative Services**

**Exhibit “B”: Scope of Work  
Attachment 2: San Diego QRIS Rating Matrix**



ELEMENT	1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS
<b>CORE I: CHILD DEVELOPMENT AND SCHOOL READINESS</b>					
<b>1. Child Observation</b>	<input type="checkbox"/> Not required	<input type="checkbox"/> Program uses evidence-based child assessment/ observation tool annually that covers all five domains of development	<input type="checkbox"/> Program uses valid and reliable child assessment/ observation tool aligned with CA <i>Foundations &amp; Frameworks</i> (minimum twice a year)	<input type="checkbox"/> Program uses DRDP 2015 (minimum twice a year) <b>AND</b> Uploads results into DRDP Tech <b>AND</b> results used to inform curriculum planning	<input type="checkbox"/> Program uses DRDP 2015 (minimum twice a year) <b>AND</b> Uploads results into DRDP Tech <b>AND</b> results used to inform curriculum planning
<b>2. Developmental and Health Screenings</b>	<input type="checkbox"/> Meets Title 22 Regulations	<input type="checkbox"/> Health Screening Form (Community Care <i>Licensing form LIC 701 "Physician's Report - Child Care Centers" or equivalent</i> ) used at entry <i>for every child</i> , and then <ul style="list-style-type: none"> <li>▪ annually for every child</li> <li><b>OR</b></li> <li>▪ Ensures vision and hearing screening are conducted annually</li> </ul>	<input type="checkbox"/> Program works with families to ensure screening of all children using a <i>valid and reliable developmental screening tool</i> at entry and as indicated by results thereafter <b>AND</b> <input type="checkbox"/> Meets all Criteria from point level 2	<input type="checkbox"/> Program works with families to ensure screening of all children using the <b>ASQ-3 &amp; ASQ:SE</b> , if indicated, at entry, then as indicated by results thereafter <b>AND</b> <input type="checkbox"/> Program staff uses children's screening results to make referrals and implement intervention strategies and adaptations as appropriate <b>AND</b> <input type="checkbox"/> Meets all Criteria from point level 2	<input type="checkbox"/> Program works with families to ensure screening of all children using the <b>ASQ-3 &amp; ASQ:SE</b> , if indicated, at entry, then as indicated by results thereafter <b>AND</b> <input type="checkbox"/> Program staff uses children's screening results to make referrals and implement intervention strategies and adaptations as appropriate <b>AND</b> <input type="checkbox"/> Meets all Criteria from point level 2
<b>CORE II: TEACHERS AND TEACHING</b>					
<b>3. Minimum Qualifications for Lead Teacher/ Family Child Care Home (FCCCH)</b>	<input type="checkbox"/> Meets Title 22 Regulations  <b>Center:</b> 12 units of Early Childhood Education (ECE)/Child Development (CD)	<input type="checkbox"/> <b>Center:</b> 24 units of ECE/CD <sup>1</sup> <b>OR</b> Associate <i>Teacher</i> Permit + 12 units of ECE/CD	<input type="checkbox"/> 24 units of ECE/CD + 16 units of General Education <b>OR</b> Teacher Permit <b>AND</b>	<input type="checkbox"/> Associate's degree (AA/AS) in ECE/CD (or closely related field) <b>OR</b> AA/AS in any field + 24 units of ECE/CD <b>OR</b> Site Supervisor Permit	<input type="checkbox"/> <b>Bachelor's degree OR Master's Degree in ECE/CD (or closely related field)</b> <b>OR B-A/BS in any field plus/with 24 units of ECE/CD</b>

12B.27

<sup>1</sup>For all ECE/CD units, the core 8 are desired but not required.  
Exhibit "B" – Attachment 2



ELEMENT	1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS
	FCCH: 15 hours of training on preventive health practices	<input type="checkbox"/> FCCH: 12 units of ECE/CD <b>OR</b> Associate Teacher Permit	<input type="checkbox"/> 21 hours professional development (PD) annually	<b>AND</b> <input type="checkbox"/> 21 hours PD annually	<b>OR</b> Program Director Permit <b>OR</b> BA/BS or Master's degree plus • Teacher Permit <b>OR</b> • Site Supervisor Permit <b>AND</b> <input type="checkbox"/> 21 hours PD annually
<b>4. Effective Teacher-Child Interactions: Using CLASS Assessments</b> (*Use tool for appropriate age group as available)	<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with CLASS assessment for appropriate age group as available, by a minimum of one representative from the site	<input type="checkbox"/> Independent CLASS assessment by reliable observer to inform the program's professional development/improvement plan	<input type="checkbox"/> Independent CLASS assessment by reliable observer with minimum CLASS scores of: <b>Pre-K</b> ▪ Emotional Support - 5 ▪ Instructional Support - 3 ▪ Classroom Organization - 5 <b>Toddler</b> ▪ Emotional & Behavioral Support - 5 ▪ Engaged Support for Learning - 3.5 <b>Infant</b> ▪ Responsive Caregiving - 5.0	<input type="checkbox"/> Independent CLASS assessment by a reliable observer with minimum CLASS scores of: <b>Pre-K</b> ▪ Emotional Support - 5.5 ▪ Instructional Support - 3.5 ▪ Classroom Organization - 5.5 <b>Toddler</b> ▪ Emotional & Behavioral Support - 5.5 ▪ Engaged Support for Learning - 4 <b>Infant</b> ▪ Responsive Caregiving - 5.5
<b>CORE III: PROGRAM AND ENVIRONMENT - Administration and Leadership</b>					
<b>5. Ratios and Group Size</b> (Centers Only beyond licensing regulations)	<input type="checkbox"/> Center: Title 22 Regulations <b>Infant</b> Ratio of 1:4 <b>Toddler Option</b> Ratio of 1:6 <b>Preschool</b> Ratio of 1:12	<input type="checkbox"/> Center <b>Infant/Toddler</b> Ratio of 4:16 <b>Toddler</b> Ratio of 3:18	<input type="checkbox"/> Center <b>Infant/Toddler</b> Ratio of 3:12 <b>Toddler</b> Ratio of 2:12	<input type="checkbox"/> Center <b>Infant/Toddler</b> Ratio of 3:12 or 2:8 <b>Toddler</b> Ratio of 2:10	<input type="checkbox"/> Center <b>Infant/Toddler</b> Ratio of 3:9 or better

12B.27



ELEMENT	1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS
<b>6. Program Environment Rating Scale(s)</b> (Use tool for appropriate setting: ECERS-R, ITERS-R, FCCERS-R)	<input type="checkbox"/> FCCH: Title 22 Regulations (excluded from point values in ratio and group size)  <input type="checkbox"/> Not Required	Preschool Ratio of 3:36  <input type="checkbox"/> Independent ERS assessment using scale for the appropriate setting. All subscales completed and averaged to meet overall score level of <b>3.0</b>	Preschool Ratio of 2:24  <input type="checkbox"/> Independent ERS assessment using scale for the appropriate setting. All subscales completed and averaged to meet overall score level of <b>4.0</b>	Preschool Ratio of 3:24 or 2:20  <input type="checkbox"/> Independent ERS assessment using scale for the appropriate setting. All subscales completed and averaged to meet overall score level of <b>5.0</b>	Toddler Ratio of 3:12 or better  Preschool Ratio of 1:8 or better and group size of no more than 20  <input type="checkbox"/> Independent ERS assessment using scale for the appropriate setting. All subscales completed and averaged to meet overall score level of <b>5.5</b> <b>OR</b> Current National Accreditation approved by the <i>California Department of Education</i>
<b>7. Director Qualifications (Centers Only)</b>	<input type="checkbox"/> 12 units core ECE/CD and 3 units of Management/Administration	<input type="checkbox"/> 24 units ECE/CD + 16 units General Education +with 3 units Management/Administration <b>OR</b> Master Teacher Permit	<input type="checkbox"/> Associate's degree with 24 units ECE/CD +with 6 units Management/Administration and 2 units of supervision <b>OR</b> Site Supervisor Permit <b>AND</b> <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Bachelor's degree with 24 units ECE/CD +with 8 units of Management/Administration <b>OR</b> Program Director Permit <b>AND</b> <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Master's degree with 30 units ECE/CD including specialized courses +with 8 units of Management/Administration, <b>OR</b> Administrative Credential <b>AND</b> <input type="checkbox"/> 21 hours PD annually
<b>TOTAL POINT RANGES</b>					
<b>Program Type</b>	<b>QPI Tier 1</b>	<b>QPI Tier 2</b>	<b>QPI Tier 3</b>	<b>QPI Tier 4</b>	<b>QPI Tier 5</b>
<b>Centers</b> 7 Elements for 35 points	<b>Blocked</b> – Must Meet All Elements	<b>Point Range</b> 8 to 19	<b>Point Range</b> 20 to 25	<b>Point Range</b> 26 to 31	<b>Point Range</b> 32 and above
<b>FCCHs</b> 5 Elements for 25 points	<b>Blocked</b> – Must Meet All Elements	<b>Point Range</b> 6 to 13	<b>Point Range</b> 14 to 17	<b>Point Range</b> 18 to 21	<b>Point Range</b> 22 and above

12B.17

**San Diego County Superintendent of Schools  
Agreement with San Ysidro School District  
For Quality Preschool Initiative Services**

**Exhibit "B": Scope of Work  
Attachment 3: Parent Consent Forms**



**SAN DIEGO COUNTY**  
**OFFICE OF EDUCATION**

Dear Parent(s):

Did you know that your child is enrolled in a preschool that is participating in the First 5 San Diego Quality Preschool Initiative? The Quality Preschool Initiative (QPI) is a systemic approach to assess, improve, and communicate the level of quality in early care and education programs. Your child is enrolled in a preschool that is committed to continually improving or sustaining high-quality practices.

QPI is managed by the San Diego County Office of Education and funded by First 5 San Diego. This partnership is committed to eliminating the achievement gap by providing high-quality early education experiences to children.

The purpose of the Quality Preschool Initiative is to build an effective system for delivering high quality preschool experiences to children and families that:

- Utilizes well-qualified teachers and staff with specialized training in early childhood education;
- Provides eager young learners with support to build academic and social skills that prepare them to be successful learners in kindergarten;
- Utilizes a research-based curriculum that is developmentally appropriate and sets goals specific to preschool;
- Builds trusting relationships with families by respecting and supporting home language, exchanging information about the child, and engaging families in their child's classrooms and schools; and
- Includes children with special needs.

The Quality Preschool Initiative is also working to help connect children and families with other available services in the community to promote the health and well-being of families in San Diego County. Please ask your preschool provider about any services that may be available to you.

For more information about the Quality Preschool Initiative, please visit [www.sdqpi.org](http://www.sdqpi.org). If you have any questions, please call us at 858-292-3700. Enjoy a wonderful year with your child.

Sincerely,

Tara Ryan  
Director  
Early Education Programs and Services  
San Diego County Office of Education





**SAN DIEGO COUNTY**  
**OFFICE OF EDUCATION**

Estimado(s) Padre(s) de familia:

¿Sabía usted que el preescolar de su hijo(a) está participando en la Iniciativa para el Preescolar de Calidad (QPI, por sus siglas en inglés) de First 5 San Diego? QPI es un método sistémico de evaluar, mejorar y comunicar el nivel de calidad de programas de cuidados y educación temprana. Su niño está inscrito en un preescolar que está comprometido a mejorar la calidad del programa de manera continua y a mantener prácticas de alta calidad.

QPI se encuentra bajo la dirección de la Oficina de Educación del Condado de San Diego (SDCOE, por sus siglas en inglés) y es financiado parcialmente por First 5 San Diego. Esta asociación está comprometida a eliminar la brecha en el rendimiento académico de los estudiantes al crear experiencias de educación temprana de calidad.

El propósito de QPI es crear un sistema efectivo para brindar experiencias de alta calidad para los niños y sus familias que:

- tenga maestros y personal calificado con capacitación especializada en educación temprana;
- brinde apoyo para desarrollar las habilidades sociales y académicas de los estudiantes más pequeños que los prepare para ser estudiantes exitosos en el jardín de infancia;
- utilice un currículo basado en la investigación apropiado para cada etapa del desarrollo y que establezca metas específicas a la educación preescolar;
- establezca relaciones con las familias, respetando y apoyando el idioma materno, intercambiando información acerca del niño, e involucrándolas en el salón de clase;
- incluya niños con necesidades especiales.

La Iniciativa para el Preescolar de Calidad también está trabajando para ayudar a conectar a niños y familias con otros servicios disponibles en la comunidad con el fin de promover la salud y el bienestar de las familias en el condado de San Diego. Por favor pregúntele a su proveedor de educación preescolar acerca de otros servicios que estén a su disponibilidad.

Si tiene alguna pregunta sobre la Iniciativa para el Preescolar de Calidad, por favor visite [sdqpi.org](http://sdqpi.org). Si tiene alguna pregunta llame al 858-292-3700. Disfrute de un maravilloso año escolar con su hijo(a).

Atentamente,

Tara Ryan  
Directora  
Programas y Servicios de Educación Temprana  
Oficina de Educación del Condado de San Diego

— SAN DIEGO —  
**QUALITY**  
PRESCHOOL INITIATIVE

FUNDED IN PART BY  
 **First 5**  
San Diego



# SAN DIEGO COUNTY OFFICE OF EDUCATION

6401 Linda Vista Road, San Diego, CA 92111 • 858-292-3500 • www.sdcoe.net  
San Diego County Superintendent of Schools Dr. Paul Gothold

Dear Parent(s):

Your preschool participates in the Quality Preschool Initiative (QPI) and receives grant funds from local and state resources in order to provide preschool programming and services. As a condition of funding, we are required to participate in research and evaluations and to provide information regarding services and operations to the agency/agencies providing the funding, so they may evaluate program effectiveness. By signing the "Consent to Participate" forms (attached), you are authorizing your Quality Preschool Initiative preschool provider to share certain evaluation data regarding your child with the San Diego County Office of Education (SDCOE), First 5 San Diego, and First 5 California for up to ten (10) years.

The evaluation data that your Quality Preschool Initiative Preschool Provider may share includes the following:

- Assessment results from the Desired Results Developmental Profile, which is completed by your child's teacher and measures your child's development;
- Screening results from the Ages and Stages Questionnaires, which is completed by you and staff at our agency to screen for developmental delays;
- Whether or not your child receives specialized services through an Individualized Education Program (IEP).
- Your child's ethnicity and primary language; and
- Information regarding referrals concerning supports for your child's development.

Your child's name and personal information will never be released to the public or made available for public viewing. The agencies that provide funding to your child's preschool comply with strict laws requiring them to keep your child's information private, similar to SDCOE. If you sign the attached forms, your preschool may also share directory information including your child's name, gender, date of birth, and dates of attendance. Your preschool does not need parent consent in order to share this information, unless you have opted out of release of directory information.

Providing your consent at this time does not limit your ability to withdraw your consent to participate in the research evaluation in the future. If at any time after providing your consent, you choose to withdraw your consent to share evaluation data with the funders, please contact your Quality Preschool Initiative preschool provider for the requisite forms.

If you agree to participate in the evaluation process, please sign the attached form(s) and return them to your Quality Preschool Initiative preschool provider. If you do not agree, please draw a line through the attached form(s) and write "no" in the signature line and return to your Quality Preschool Initiative preschool provider. If you should have any questions or concerns, please contact me.

Sincerely,

Tara Ryan  
Director  
Early Education Programs and Services  
San Diego County Office of Education



# SAN DIEGO COUNTY OFFICE OF EDUCATION

6401 Linda Vista Road, San Diego, CA 92111 • 858-292-3500 • www.sdcoe.net  
San Diego County Superintendent of Schools Dr. Paul Gothold

Estimado(s) padre(s) de familia:

Su preescolar recibe fondos de subvenciones de agencias locales y estatales para ofrecer servicios y programas de preescolar. Como condición para seguir recibiendo dichos fondos, se nos requiere participar en investigaciones y evaluaciones, y proporcionar información referente a nuestras operaciones a las agencias que proveen los fondos para la evaluación de la eficacia del programa. Al firmar las formas de autorización para participar adjuntas, usted está autorizando que su proveedor de preescolar de la Iniciativa para el Preescolar de Calidad (QPI, por sus siglas en inglés) comparta ciertos datos referentes a su hijo(a) para dicha evaluación con la Oficina de Educación del Condado de San Diego (SDCOE, por sus siglas en inglés), First 5 San Diego y First 5 California por hasta diez (10) años.

Los datos que su proveedor de preescolar QPI puede compartir para la evaluación incluyen:

- resultados de evaluación del Perfil de Desarrollo de Resultados Deseados (DRDP), completado por el(la) maestro(a) de su hijo(a), que mide el desarrollo de su hijo(a);
- resultados de evaluación de Ages and Stages Questionnaires (cuestionarios de edades y etapas), completados por usted y el personal de su agencia para detectar retrasos en el desarrollo;
- si su hijo(a) recibe o no servicios especializados a través de un programa de educación individualizada (IEP, por sus siglas en inglés);
- la identidad étnica y lengua materna de su hijo(a);
- información relativa a las referencias para recibir apoyos para el desarrollo de su hijo(a).

El nombre y la información privada de su hijo(a) jamás será difundida públicamente ni estará accesible al público. Las agencias que suministran fondos al preescolar de su hijo(a), al igual que SDCOE, cumplen con leyes estrictas que les requiere mantener la información de su hijo(a) privada. Si firma las formas adjuntas, el preescolar de su hijo(a) también podrá compartir datos personales de su hijo que incluyen su nombre, sexo, fecha de nacimiento y fechas de asistencia. El preescolar de su hijo no necesita su autorización para compartir dicha información, a menos que usted haya optado porque no se disemine dicha información personal.

El dar su consentimiento ahora no limita su habilidad de retirar su consentimiento para participar en la evaluación de la investigación en un futuro. Si decide retirar su consentimiento después de haberlo dado, por favor contacte a su proveedor de preescolar de QPI para obtener las formas necesarias.

Si usted da su consentimiento para participar en el proceso de evaluación, por favor firme las formas adjuntas y entréguelas a su proveedor de preescolar QPI. Si no desea dar su consentimiento, por favor trace una línea en cada una de las formas adjuntas, escriba 'no' en la línea de la firma y entregue las formas a su proveedor de preescolar QPI. Si tiene alguna duda o inquietud, no dude en contactarme.

Atentamente,

Tara Ryan  
Directora  
Programas y Servicios de Educación Temprana  
Oficina de Educación del Condado de San Diego



**SAN DIEGO COUNTY**  
**OFFICE OF EDUCATION**

**AUTHORIZATION FOR USE OR DISCLOSURE OF STUDENT INFORMATION TO AND FROM PRESCHOOL AGENCIES**

Completion of this document authorizes the disclosure and/or use of personally identifiable student information between your child's preschool, San Diego County Office of Education, and First Five 5 San Diego, as set forth below, consistent with California and Federal laws concerning the privacy of such information and use of non-identifiable student information between First 5 San Diego and First 5 California for the purposes of program study and funding. If you consent to disclosure of information as described herein, please fill out, sign and return this form to: \_\_\_\_\_.

**USE AND DISCLOSURE INFORMATION RELATED TO:**

Student Name: \_\_\_\_\_  
Last First MI Date of Birth

I, the undersigned, do hereby authorize the above named student's preschool, \_\_\_\_\_, and San Diego County Office of Education, 6401 Linda Vista Road, San Diego, CA 92111, to exchange information regarding the above named student with First 5 San Diego and First 5 California. The information is exchanged for program evaluation purposes and for preschool, programming, and service planning. The exchange of information is a condition on which funding for the preschool program is provided to San Diego County Office of Education. The information will be exchanged between your child's preschool, the San Diego County Office of Education and First 5 San Diego for the purpose of providing quality preschool instruction and program supports and health services. Aggregate non-identifiable student information between First 5 San Diego and First 5 California is used for the purpose of program study and funding.

Requested information shall be limited to the following: your child's ethnicity; primary language; results from assessment and screening Tools: ASQ-3, ASQ:SE-2, and DRDP-2015; IEP/IFSP; and referrals for support services.

**DURATIONS**

This authorization shall become effective immediately and shall remain in effect until \_\_\_\_\_ or one year from today.  
Date

**RESTRICTIONS ON RE-DISCLOSURE**

California law prohibits the requestor from making further or additional disclosure of private information to another third party unless the requestor obtains another authorization from you, or the disclosure is specifically required or permitted by law.

**YOUR RIGHTS**

You have the following rights with respect to this authorization, and affirm you understand them in signing this release form. You may revoke this authorization at any time by submitting written revocation signed by you or your representative and delivered to the agency/persons listed above. Your revocation will be effective upon receipt, but will not be effective to the extent that the requestor or others have acted in reliance on this authorization. You have the right to receive a copy of this authorization.

Signing this authorization may be required in order for this student to obtain appropriate/additional specialized support services in the educational setting.

Approval: \_\_\_\_\_  
Printed Name Signature Date

\_\_\_\_\_  
Relationship to Student Area Code and Telephone Number





**SAN DIEGO COUNTY  
OFFICE OF EDUCATION**

**AUTHORIZATION FOR USE OR DISCLOSURE OF STUDENT INFORMATION TO AND FROM  
PRESCHOOL AGENCIES**

El completar este documento autoriza la divulgación y/o el uso de información de estudiantes personalmente identificable entre el preescolar de su hijo/a, la Oficina de Educación del Condado de San Diego y First 5 San Diego, como esta descrito abajo, consistente con las leyes de California y federales concerniente a la privacidad de dicha información y uso de la información no identificable del estudiante entre First 5 San Diego y First 5 California con el propósito de la evaluación y el financiamiento del programa. Si usted está de acuerdo con la divulgación de información descrita en este documento, firme y entregue esta forma a:

\_\_\_\_\_.

**USO Y DIVULGACIÓN DE INFORMACIÓN RELACIONADA CON:**

Nombre del estudiante: \_\_\_\_\_  
Apellido Primer Nombre Inicial del segundo nombre Fecha de nacimiento

Yo, el(la) abajo firmante, hago constar que autorizo al preescolar del estudiante nombrado anteriormente, \_\_\_\_\_, y a la Oficina de Educación del Condado de San Diego, 6401 Linda Vista Road, San Diego, CA 92111, a intercambiar información del estudiante nombrado anteriormente con First 5 San Diego y First 5 California. Dicha información es intercambiada con el propósito evaluar del programa, y planificar lo referente con el preescolar, su programación y servicios. El intercambio de información es una condición para que los fondos del programa preescolar sean suministrados a la Oficina de Educación del Condado de San Diego. La información será intercambiada entre el preescolar de su hijo/a, la Oficina de Educación del Condado de San Diego y First 5 San Diego con el propósito de proveer educación preescolar de calidad, soportes para el programa y servicios de salud. La información agregada no identificable de estudiantes compartida con First 5 San Diego y First 5 California es usada con el propósito de evaluar y financiar el programa.

La información solicitada estará limitada a la siguiente: identidad étnica; primera lengua; resultados de evaluaciones y proyecciones: ASQ-3, ASQ:SE-2 y DRDP-2015; IEP/IFSP; y referencias para recibir servicios de apoyo.

**VENCIMIENTO**

Esta autorización será efectiva inmediatamente y se mantendrá en efecto hasta el \_\_\_\_\_ o dentro de un año a la fecha actual. Fecha

**RESTRICCIONES DE DIVULGACIÓN**

La ley de California prohíbe al solicitante la divulgación de información privada adicional o más allá de lo acordado a terceros, a menos que el solicitante obtenga otra forma de autorización de su parte o a menos que dicha divulgación sea específicamente requerida o permitida por la ley.

**SUS DERECHOS**

Usted tiene los siguientes derechos con respecto a esta autorización y afirma entenderlos al firmar esta forma de autorización. Usted puede revocar esta autorización en cualquier momento al presentar una revocación por escrito firmada por usted o por su representante y enviada a la agencia(s)/personal mencionados arriba. Su revocación entrará en efecto en cuanto sea recibida pero no aplicará a la información que ya se ha dado a conocer dada esta autorización. Usted tiene derecho a recibir una copia de esta autorización.

Es necesario firmar esta autorización para que el estudiante pueda recibir servicios de apoyo especializados apropiados/adicionales en el ambiente educativo.

Autorización: \_\_\_\_\_  
Nombre en letra de molde Firma Fecha

\_\_\_\_\_ Relación de parentesco con el/la estudiante Número de teléfono





## Information on the First 5 San Diego Program Evaluation

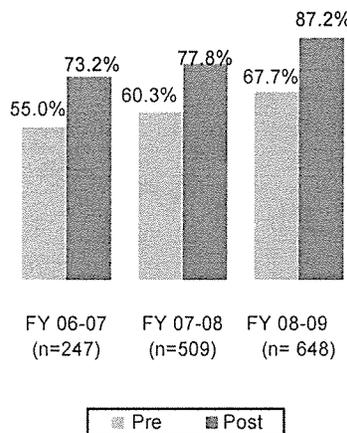
Evaluation Manager  
 2750 Womble Rd, Suite 201  
 San Diego, CA 92106  
 (619) 523-7700

First 5 San Diego (First 5 SD) supports and pays for programs for young children and their families in San Diego County. These programs help children enter school healthy and ready to succeed. Data collected from programs will help First 5 SD learn which programs work best.

**Data Available to First 5 SD.** The organization providing services to you shares data with First 5 SD. For example, the data may be the ages and ethnicities of participants, the number of people served in each zip code or information about how groups of children and their parents are learning and improving.

**Procedures.** First 5 SD does not report on individual children or families as part of its evaluation. Your family data will be combined with data from others to show First 5 SD if families are helped by our programs. As an example, some First 5 SD programs help parents to read to their child. The report would look like this.

Parents Reading 3 or More Times a Week to Their Child



**Questions.** If you have any questions regarding the First 5 SD evaluation, you may call the Evaluation Manager at (619) 523-7700, or write to the above mailing address.

**Voluntary Participation.** You/your child receive First 5 SD services voluntarily and you can refuse services or stop participating at any time.

# ACKNOWLEDGEMENT

I \_\_\_\_\_ have received the First 5 San Diego Program Evaluation information sheet.

\_\_\_\_\_  
Name of Parent/Guardian (PLEASE PRINT)

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

Child(ren) under age 6 receiving services from:

\_\_\_\_\_  
Agency or Program Name

\_\_\_\_\_  
Child (1) – First, Middle, and Last Name (s) as listed on birth certificate

\_\_\_\_\_  
Relationship to Child (1)

\_\_\_\_\_  
Child (2) – First, Middle, and Last Name (s) as listed on birth certificate

\_\_\_\_\_  
Relationship to Child (2)

\_\_\_\_\_  
Child (3) – First, Middle, and Last Name (s) as listed on birth certificate

\_\_\_\_\_  
Relationship to Child (3)

\_\_\_\_\_  
Child (4) – First, Middle, and Last Name (s) as listed on birth certificate

\_\_\_\_\_  
Relationship to Child (4)

\_\_\_\_\_  
Child (5) – First, Middle, and Last Name (s) as listed on birth certificate

\_\_\_\_\_  
Relationship to Child (5)

\_\_\_\_\_  
Child (6) – First, Middle, and Last Name (s) as listed on birth certificate

\_\_\_\_\_  
Relationship to Child (6)



## Información sobre la Evaluación del Programa First 5 San Diego

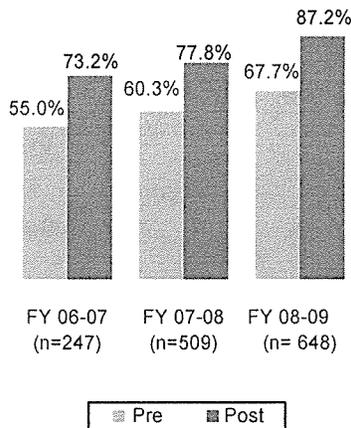
Evaluation Manager  
 2750 Womble Road, Suite 201  
 San Diego, CA 92106  
 (619) 523-7700

First 5 San Diego (First 5 SD) apoya y paga por programas que ayudan a los niños del condado de San Diego. Estos programas contribuyen a que los niños entren a la escuela saludables y listos para triunfar. La información recopilada por parte de los programas ayudará a que First 5 SD identifique cuales programas funcionan mejor.

**Información disponible a First 5 SD.** La organización que le ofrece los servicios comparte datos con First 5 SD; por ejemplo, datos como la edad y el grupo étnico de los participantes, el número de personas que se atienden en cada código postal o información acerca de cómo grupos de niños y sus padres están aprendiendo y mejorando.

**Procedimientos.** First 5 SD no reporta de manera individual a niños o familias como parte de su evaluación. La información de su familia será combinada con datos de otras personas para mostrarle a First 5 SD si las familias son ayudadas por nuestros programas. Por ejemplo, algunos de los programas de First 5 SD ayudan a los padres a leerles a sus hijos. El reporte se presentaría de este modo:

Padres que les leen a sus hijos 3 o más veces por semana



**Preguntas.** Si usted tiene preguntas sobre la evaluación de First 5 SD, puede comunicarse con el Gerente de Evaluación al (619) 523-7700, o escribirle a la dirección que aparece en la parte superior de la hoja.

**Participación voluntaria.** Usted/su hijo recibe servicios de First 5 SD voluntariamente y puede rehusarlos y dejar de participar en cualquier momento.

# Reconocimiento

Yo, \_\_\_\_\_ he recibido la hoja de información de la Evaluación del Programa First 5 San Diego.

\_\_\_\_\_  
Nombre del padre/tutor (FAVOR DE ESCRIBIR CON LETRA DE MOLDE)

\_\_\_\_\_  
Firma del padre/tutor

\_\_\_\_\_  
Fecha

**Niño(s) menores de 6 años que reciben servicios de:**

\_\_\_\_\_  
Nombre de la Agencia o Programa

\_\_\_\_\_  
Niño (1) – Primer nombre, segundo(s) nombre(s),  
apellidos como aparece en el acta de nacimiento

\_\_\_\_\_  
Relación con el niño (1)

\_\_\_\_\_  
Niño (2) – Primer nombre, segundo(s) nombre(s),  
apellidos como aparece en el acta de nacimiento

\_\_\_\_\_  
Relación con el niño (2)

\_\_\_\_\_  
Niño (3) – Primer nombre, segundo(s) nombre(s),  
apellidos como aparece en el acta de nacimiento

\_\_\_\_\_  
Relación con el niño (3)

\_\_\_\_\_  
Niño (4) – Primer nombre, segundo(s) nombre(s),  
apellidos como aparece en el acta de nacimiento

\_\_\_\_\_  
Relación con el niño (4)

\_\_\_\_\_  
Niño (5) – Primer nombre, segundo(s) nombre(s),  
apellidos como aparece en el acta de nacimiento

\_\_\_\_\_  
Relación con el niño (5)

\_\_\_\_\_  
Niño (6) – Primer nombre, segundo(s) nombre(s),  
apellidos como aparece en el acta de nacimiento

\_\_\_\_\_  
Relación con el niño (6)





# Permiso para Publicación

**NOMBRE DEL ESTUDIANTE (letra de molde):** \_\_\_\_\_

Todos los derechos que pudiera tener o adquirir en conexión con mi participación en la televisión, película, cinta audio, o cualquier proyecto por internet o derivado por los maestros de la Iniciativa de Preescolar de Calidad de Primeros 5 de San Diego, incluyendo pero no limitado a, mis derechos de publicidad, derechos reservados y/o otros derechos de propiedad intelectual, los cedo aquí presente, mundialmente, en perpetuidad y para cualquier uso de la Mesa Directiva de Educación del Condado de San Diego y de la Oficina de Educación del Condado de San Diego, San Diego, California, y sus designados. Yo por la presente cedo el derecho a cualquier cobro o control de los programas ya mencionados o cualquier porción del mismo, ahora o en el futuro yo doy permiso absoluto para el uso de mi nombre, imagen, actuación y voz para el propósito de publicación, distribución, promoción, ó comercialización de los proyectos de los maestros de los ya mencionados.

La Oficina de Educación del Condado de San Diego no tendrá la obligación de usar el material o de completarlo, distribuirlo, ó exhibirlo. Renuncio a cualquier derecho que yo tenga para inspeccionar el uso del material. Estoy consiente que ninguna consideración o compensación será otorgada en conexión con el material. Entiendo y estoy consiente que la Oficina de Educación del Condado de San Diego usara el material en completa dependencia del consentimiento y comunicado ya mencionado arriba.

\_\_\_\_\_  
Firma del Estudiante

\_\_\_\_\_  
Fecha

Para estudiantes menores de 18 años:

Yo represento y garantizo que soy el padre o tutor legal del estudiante menor del cual su nombre esta escrito arriba, que tengo la mayoría de edad y tengo el derecho legal de ejecutar este consentimiento y permiso a favor del menor. Además, aquí presente garantizo que he leído el permiso arriba antes de su ejecución, que estoy totalmente familiarizado con el contenido del mismo, y entiendo y estoy de acuerdo con los términos, condiciones y provisiones del mismo.

\_\_\_\_\_  
Firma del padre/tutor

\_\_\_\_\_  
Nombre en letra de molde

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Domicilio

\_\_\_\_\_  
Escuela

\_\_\_\_\_  
Ciudad

\_\_\_\_\_  
Estado





**Quality Preschool Initiative**  
**Enrollment Form *Forma de Inscripción***  
(To be completed by the parent or guardian)  
(El padre o tutor debe completar la forma)

**PLEASE COMPLETE ALL INFORMATION REQUESTED**

FAVOR DE COMPLETAR TODA LA INFORMACION QUE SE SOLICITA

<b>I. CHILD IDENTIFICATION IDENTIFICACIÓN DEL NIÑO/A</b>		
Child's LEGAL Name (from birth certificate) Nombre LEGAL del Niño/a (de acuerdo al Acta de nacimiento):		
Last Name Apellido: _____		
First Name Primer Nombre: _____	Middle Name Segundo Nombre: _____	
Child's Other Name Otro Nombre del Niño/a: _____	Reason for Use Razón para usarlo: _____	
Child's Date of Birth Fecha de Nacimiento: _____	Male Masculino <input type="checkbox"/>	Female Femenino <input type="checkbox"/>
Premature Prematuro: Yes Si <input type="checkbox"/>	No No <input type="checkbox"/>	# of weeks # de semanas: _____
Child's Place of Birth (from birth certificate) Lugar de Nacimiento del Niño/a (de acuerdo al Acta de nacimiento):		
City Ciudad: _____	State Estado: _____	Country País: _____
<b>Mother's Name (from birth certificate) Nombre de la Madre (de acuerdo al Acta de nacimiento)</b>		
Last Name Apellido: _____	Other Names Used Otro Nombres: _____	
First Name Primer Nombre: _____	Middle Name Segundo Nombre: _____	
Residence Address Domicilio de Residencia: _____		
City Ciudad: _____	State Estado: _____	Zip Code Zona Postal: _____
Home Phone Teléfono de Casa: _____	Cell Phone Teléfono Celular: _____	Email Correo electrónico: _____
<b>Father's Name (from birth certificate) Nombre del Padre (de acuerdo al Acta de nacimiento)</b>		
Last Name Apellido: _____	Other Names Used Otro Nombres: _____	
First Name Primer Nombre: _____	Middle Name Segundo Nombre: _____	
Residence Address Domicilio de Residencia: _____		
City Ciudad: _____	State Estado: _____	Zip Code Zona Postal: _____
Home Phone Teléfono de Casa: _____	Cell Phone Teléfono Celular: _____	Email Correo electrónico: _____
<b>Guardian's Name (from legal documentation) Nombre del Tutor (de acuerdo a la documentación legal)</b>		
Last Name Apellido: _____	Middle Name Segundo Nombre: _____	
First Name Primer Nombre: _____	Middle Name Segundo Nombre: _____	
Residence Address Domicilio de Residencia: _____		
City Ciudad: _____	State Estado: _____	Zip Code Zona Postal: _____
Home Phone Teléfono de Casa: _____	Cell Phone Teléfono Celular: _____	Email Correo electrónico: _____
<b>II. Home Language Survey ENCUESTA DE IDIOMA EN CASA</b>		
What language do you use most frequently to speak to your son/daughter? ¿Qué idioma utiliza más frecuente para comunicarse con su hijo/a?		
Name the language most often spoken by the adults at home: Indique el idioma que más frecuentemente hablan los adultos en casa:		
In what language do you prefer to receive program communications: ¿En qué idioma prefiere recibir información/comunicación del programa?		
English Inglés <input type="checkbox"/>	Spanish Español <input type="checkbox"/>	Other Otro <input type="checkbox"/>
<b>III. SERVICES AND PROGRAMS SERVICIOS Y PROGRAMAS</b>		
Yes Si <input type="checkbox"/>	No No <input type="checkbox"/>	Does your child have an IFSP or IEP? ¿Tiene su hijo un IFSP o IEP (Plan Individual de Servicios para la Familia)?
If yes, from where? Si sí, ¿de dónde?		

**IV. THIS CHILD LIVES WITH (CHECK ALL THAT APPLY) EL NIÑO/VIVE CON (FAVOR DE MARCAR TODO LO QUE SE APPLIQUE):**

Father *Padre*  Mother *Madre*  Step-Father *Padrastr*  Step-Mother *Madrastra*  Guardian *Tutor*  Grandparent *Abuelo*   
 Foster Parent *Padres de Crianza*  Other *Otro*

Does child have a Social Worker? *¿Tiene asignada Trabajadora Social su niño/a?* Yes *Si*  No *No*

If Yes *Si si*, Name *Nombre*: \_\_\_\_\_ Phone *Teléfono*: \_\_\_\_\_

If not living with the parent(s), who is assigned educational signing rights (*from legal documentation*):

*Si no vive con los padres, ¿quién tiene el derecho de firmar/decidir sobre la educación del niño/a? (de acuerdo a la documentación legal):*

Name *Nombre*: \_\_\_\_\_

**ETHNICITY *Etnicidad***

Mark the ethnicity with which your child most closely identifies. *Favor de marcar que etnicidad identifica más a su niño.*

Please check one: *Favor de marcar una:*

Hispanic/Latino (a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race) *Hispano/Latino (persona de origen Cubano, Mexicano, Puertorriqueño, Sudamericano, Centroamericano u otra cultura Española, sin importar de que raza)*

Not Hispanic or Latino *No, Hispano ni Latino*

**MUST ANSWER BOTH QUESTIONS**  
*NECESITA CONTESTAR AMBAS PREGUNTA*

**RACE *RAZA***

What is your child's race? (Please check up to five racial categories). *The above question is about ethnicity, not race. No matter what you selected above, please continue to answer the following by marking one or more boxes to indicate what you consider your race to be.*

*¿Qué raza es su niño/a? (Favor de marcar si es necesario hasta cinco categorías). La pregunta anterior es acerca etnicidad, no raza. No importa lo que seleccionó en la parte anterior, por favor continúe contestando lo siguiente marcando una o más para indicar que raza considera que es.*

American Indian or Alaskan Native *Indígena Americano o nativo de Alaska (100)*  
 (Persons having origins in any of the original people of North, Central and South American, including Mexico)  
*(Personas cuyo origen nativo de Norte América, Centroamérica o Sudamérica incluyendo México)*

**Asian - Asiáticos**

(Persons having origins in any of the native peoples of the Far East, Southeast Asia, or the Indian Continent)  
*(Personas de origen nativo de Oriente, del Sureste de Asia o del Continente Indio)*

- Chinese *Chino (201)*
- Japanese *Japonés (202)*
- Korean *Coreano (203)*

(Persons having origins in any of the original peoples)

- Vietnamese *Vietnamita (204)*
- Asian Indian *Indio de Asia (205)*
- Laotian *Laos (206)*
- Cambodian *Camboyano (207)*
- Hmong *(208)*
- Other Asian *Otros Asiáticos (299)*

**Native Hawaiian or Pacific Islander *Nativo Hawaiano o de las Islas del Pacífico***

- Hawaiian *Hawaiano (301)*
- Guamanian *Guam (302)*
- Samoan *Samoano (303)*
- Tahitian *Tahitiano (304)*
- Other Pacific Islander  
*Otros grupos de las Islas del Pacífico (399)*

Filipino **400**

African American or Black *Negro o Afro-Americano (600)*  
 (Persons having origins in any of the Black racial groups of Africa) *(Personas cuyo origen es de los grupos raciales negros de África)*

White *Blanco (700)*  
 (Persons having origins in the original peoples of Europe, North America, or the Middle East, including Mexico)  
*(personas de origen nativo de Europa, Norte América o del Medio Oriente incluyendo México)*

Definitions from: [www.cde.ca.gov/ds/td/lo/refaq.asp](http://www.cde.ca.gov/ds/td/lo/refaq.asp)  
*Definiciones de la siguiente página:*

***/We have reviewed this document and to the best of my/our knowledge, the information contained herein is true and complete. The undersigned declares under penalty of perjury that they are the parents or legal guardians of the above-named student and grant the above authorizations.***

*Yo/Nosotros revisé/revisamos este documento de tres páginas y bajo conocimiento, confirmo que la información que contiene es verdadera y precisa. Declaro bajo pena de perjurio que soy el padre/tutor del niño mencionado y concedo la autorización citada en la parte superior.*

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_  
*Firma del Padre/Tutor Fecha*

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_  
*Firma del Padre/Tutor Fecha*

**San Diego County Superintendent of Schools  
Agreement with San Ysidro School District  
For Quality Preschool Initiative Services**

**Exhibit "B": Scope of Work  
Attachment 4: Staff Authorization for Use of Personal Information Form**

— SAN DIEGO —  
**QUALITY**  
PRESCHOOL INITIATIVE

May 31, 2018

Dear Quality Preschool Initiative Participant:

The attached Staff Authorization for Use or Disclosure of Personal Information to and from Participating Agencies form is to be completed and returned to your agency administration. This form is used to provide authorization for your personally identifiable information to be shared with the San Diego County Office of Education (SDCOE) and First 5 San Diego and/or First 5 California during the 2018-19 program year.

Please note that if authorization is not provided and your information cannot be shared with the above-named agencies, you will not be eligible for a QPI stipend and your site's tier rating will be affected.

If you have any questions, please contact SDCOE at 858-292-3700.

Thank you,



Tara Ryan  
Director  
Early Education Programs and Services  
San Diego County Office of Education





**SAN DIEGO COUNTY**  
**OFFICE OF EDUCATION**

**STAFF AUTHORIZATION FOR USE OR DISCLOSURE OF PERSONAL INFORMATION TO AND FROM PARTICIPATING AGENCIES**

Completion of this document authorizes the disclosure and/or use of your personally identifiable information between your employer and San Diego County Office of Education, and which may be shared with First 5 San Diego and First 5 California, as set forth below, consistent with California and Federal laws concerning the privacy of such information. Please fill out, sign and return this form to:

\_\_\_\_\_

**USE AND DISCLOSURE INFORMATION RELATED TO:**

Name: \_\_\_\_\_  
Last First MI

I, the undersigned, do hereby authorize the Early Education and Care Provider, \_\_\_\_\_, and San Diego County Office of Education, 6401 Linda Vista Road, San Diego, CA 92111, to exchange my personally identifiable information. Additionally, this information may be shared with First 5 San Diego and/or First 5 California.

The information will be exchanged for the purpose of data collection by agencies participating in the San Diego Quality Preschool Initiative, including: conduct tier rating, study long-term impacts of quality improvement efforts, and calculate and study compensations.

Requested information shall include the following: your name, gender, race, ethnicity, language(s) spoken, education documentation, dates of employment, and work attendance.

**DURATIONS**

This authorization shall become effective immediately and shall remain in effect until \_\_\_\_\_ or one year from today.  
Date

**RESTRICTIONS ON RE-DISCLOSURE**

California law prohibits the requestor from making further or additional disclosure of private information to another third party unless the requestor obtains another authorization from you, or the disclosure is specifically required or permitted by law.

**YOUR RIGHTS**

You have the following rights with respect to this authorization, and affirm you understand them in signing this release form. You may revoke this authorization at any time by submitting written revocation signed by you or your representative and delivered to the agency/persons listed above. Your revocation will be effective upon receipt, but will not be effective to the extent that the requestor or others have acted in reliance on this authorization. You have the right to receive a copy of this authorization.

Approval: \_\_\_\_\_  
Printed Name Signature Date

I do not wish to give my authorization for the Early Education and Care Provider, \_\_\_\_\_, and San Diego County Office of Education, 6401 Linda Vista Road, San Diego, CA 92111, to exchange my personally identifiable information. Additionally, this information may not be shared with First 5 San Diego and/or First 5 California.

Denial: \_\_\_\_\_  
Printed Name Signature Date

**San Diego County Superintendent of Schools  
Agreement with San Ysidro School District  
For Quality Preschool Initiative Services**

**Exhibit "B": Scope of Work  
Attachment 5: iPad Agency Use Forms**



## Agency iPad Use Agreement

First Name	Lorena	Last Name	Varela-Reed
Agency	San Ysidro School District		
Job Title	Director of Child Development	Number of Devices Received	16
Signature of Recipient		Date	

By signing above, I acknowledge that the agency I represent has received the number of iPads indicated above to help support the data collection requirements of the First 5 San Diego Quality Preschool Initiative. iPads and inventories should be collected by the agency at the end of the year and redistributed at the beginning of the following school year. iPads previously issued to staff who do not return may be assigned to new staff or returned to the San Diego County Office of Education (SDCOE) for redistribution to other agencies as needed. Additionally, I acknowledge that:

- The sites and sessions designated for the Quality Preschool Initiative have wireless access to the internet.
- Usage of iPads conform to the SDCOE Use of Technology policy No. 3600. (<http://www.sdcoe.net/Board/Documents/ar/3600.pdf>)
- iPads signed for above will be inventoried and accountable to the San Diego County Office of Education.
- Each individual who is assigned an iPad will sign a QPI Individual iPad User Agreement.
- Training will be provided to iPad users to meet Quality Preschool Initiative expectations (with support from SDCOE).
- Usage of iPads is limited solely for adult use.
- My agency will use the devices for professional purposes only.
- My agency is responsible for replacing or fixing any lost or damaged iPads resulting from non-professional use.
- iPads will be removed from my agency's possession if anyone from my agency misuses the device in any way outside of professional activities.
- The San Diego County Office of Education reserves the right to reclaim iPads for any reason.
- If any iPad is lost or broken, it must be immediately reported to the San Diego County Office of Education and a SDCOE Capital Outlay Disposition Request form completed.
- If an iPad is stolen, I will assist by filing a police report and will attach it to the SDCOE Capital Outlay Disposition Request form.

### Agency Inventory Management

1. SDCOE will review the inventory of iPads issued to your agency on an annual basis. Agency Directors will be responsible for distributing iPads to staff and will ensure that iPad assignments reflect staffing changes as they occur anytime during the year.
2. If any iPad is broken, lost, or stolen, you will be requested to complete a QPI Capital Outlay Disposition Request form.
3. If an iPad is stolen, the police must be contacted and a police report needs to be attached to a QPI iPad damage report form. Replacement will be the responsibility of the preschool agency if breakage or loss is the result of non-professional use of iPads.
4. At the beginning of each year, you will be responsible for ensuring that all iPads are distributed to reflect any staffing changes.

### Questions

Please contact Melissa Nguyen: [mnguyen@sdcoe.net](mailto:mnguyen@sdcoe.net)





## Individual iPad User Agreement

By signing below I acknowledge that I have received an iPad to assist in meeting my professional requirements of the First 5 San Diego Quality Preschool Initiative.

I acknowledge that:

- Usage of the iPad will conform to the SDCOE Use of Technology Policy No. 3600 (<http://www.sdcoe.net/Board/Documents/ar/3600.pdf>)
- I will use the device only for professional purposes
- Only adults shall use the iPad
- Device will be removed from my possession if I misuse the device in any way outside of my professional activities
- The San Diego County Office of Education reserves the right to reclaim iPads for any reason
- If the iPad is lost or broken, I must report it immediately to my supervisor
- If the iPad is stolen, I will assist in filing a police report with the assistance of my supervisor
- My agency is responsible for replacing or fixing any lost or damaged iPads resulting from non-professional use
- iPads will be collected at the end of each year and redistributed at the beginning of the following school year to returning staff/teachers

First Name		Last Name	
Agency		iPad E-tag No. (See Back of Device)	
iPad Serial No. (See Back of Device)			
Signature of Recipient		Date	
<p><b>Directions:</b> Please email a copy of this form to Sylvia Munoz (<a href="mailto:sylvia.munoz@sdcoe.net">sylvia.munoz@sdcoe.net</a>) within 2 weeks of your Agency start date or within 2 weeks of receiving a new iPad. Please retain a copy of this receipt for your records and submit the original copy to your supervisor to keep on file.</p>			



**San Diego County Superintendent of Schools  
Agreement with San Ysidro School District  
For Quality Preschool Initiative Services**

**Exhibit "B": Scope of Work  
Attachment 6: QPI Stipend Document, 2018-19**



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## Site Director/ Lead Teacher/ Instructional Assistant Annual QPI Quality Stipend Rates 2018-19

Improvements in preschool quality require additional knowledge and time investments on the part of the early education workforce. These stipends are intended to ensure that the investments of additional time made to improve quality are compensated. Stipends will be paid directly to workforce members. Stipends are not available for any staff with an annual gross salary of \$69,811 or more, as verified by the Agency director. To be eligible for the Annual QPI Quality stipend:

- Instructional staff must provide instructional service in the classroom for a minimum of 75% of instructional days in their QPI session calendar.
- Site Directors must provide services at the site level in support of QPI sessions for at least 75% of the agency's calendar.
- Workforce members must complete all Quality Assurances to be eligible for a stipend.

The stipend system begins July 1, 2018. **Workforce members selecting to receive a stipend must:**

- Enter and update any education into the Pinwheel Staff Education tile (degrees, ECE units, and permits) and upload supporting documents (i.e., unofficial transcripts) **by January 31, 2019**.
- Complete an annual W-9 and SDCOE Supplier Request Form and follow instructions posted in Pinwheel Resources. Forms are due no later than **December 14, 2018**. Workforce members should mail\*\* or personally deliver these forms, attn: Tamara Faranso  
San Diego County Office of Education  
6401 Linda Vista Road, Room 315  
San Diego, CA 92111
- Site Directors only: Maintain a valid permit for the duration of the 2018-19 program year and ensure it is uploaded in Pinwheel by 60 days after the agency start date\* or the employee's start date or first day in a new position, and within 30 days of a renewal. Site Directors must hold at minimum a Site Supervisor permit.
- Within two weeks of final coaching visit and no later than **May 24, 2019**, complete all requirements, including QIP completion, professional development, and quality assurances listed below.

\* The agency start date is the first day of school or the date of QPI contract execution, if later.

\*\*It is highly recommended to obtain proof of mail (e.g., certified mail)

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# Site Director Annual QPI Quality Stipend

Education Level	Site Director must have at least a valid Site Supervisor Permit for the duration of the program year to qualify for any portion of the Site Director stipend. Each Lead Teacher may be assigned to only one (1) Site Director.	Stipend
Master's degree w/ 30 units of ECE/CD including specialized courses +/With 8 units of Management/Administration OR Administrative Credential		\$1500
Bachelor's degree w/ 24 units of ECE/CD +/With 8 units of Management/Administration OR Program Director Permit		\$1000
Associate's degree w/ 24 units of ECE/CD +/with 6 units of Management/Administration and 2 units of Supervision OR Site Supervisor Permit	<p>Note: This stipend will be calculated by averaging the external review scores from the current program year of all the sessions supervised. If both an ERS and CLASS review were conducted in a session in the current program year, the scores of both reviews will be used. The total line item average score on the ERS and/or CLASS scores will determine stipends. Minimum threshold scores must be met for both ERS and CLASS assessments to earn the stipend amount at that level. CLASS stipends are calculated based on all domain scores reaching the minimum required score in all 3 domains.</p>	\$500
Environmental Rating Scale (ERS) and/or CLASS External Review		Stipend
ERS: Achieved a line item average of 6.0 or higher	CLASS: Achieved minimum domain scores as follows: Emotional Support – 6.0; Classroom Organization – 6.0; Instructional Support – 4.0	\$2600
CLASS: Achieved minimum domain scores as follows: Emotional Support - 5.5; Classroom Organization - 5.5; Instructional Support - 3.5	ERS: Achieved a line item average of 5.5-5.9	\$1800
ERS: Achieved a line item average of 5.0-5.4	CLASS: Achieved minimum domain scores as follows: Emotional Support - 5.0; Classroom Organization - 5.0; Instructional Support - 3.0	\$1300
CLASS: Achieved minimum domain scores as follows: Emotional Support - 4.0-4.9	ERS: Achieved a line item average of 4.0-4.9	\$1000
CLASS: Achieved minimum domain scores as follows: Emotional Support - 4.0; Classroom Organization - 4.0; Instructional Support - 2.0		\$500 per session supervised, up to 7 sessions and not including "concurrent" sessions
Quality Assurances	<p>Note: The stipend amounts above will be awarded only if all the following Quality Assurances are completed and verified for every QPI session at the site(s) supervised. An additional \$500 for each session supervised is awarded. Evidence of completion of all Quality Assurances is required to be completed at each session you supervise in order to earn the stipend.</p>	

## Quality Learning and Instruction Investment

- Develop your Quality Improvement Plan (QIP) within 60 days of the first day of school or first day of employment, whichever is later (using the Pinwheel program and data management system). Update and document ongoing progress toward meeting the goal(s) on your QIP throughout the year, finalized within two weeks of your last scheduled coaching visit. Be available for Quality Assurance Review meeting with your Coach after completion of final coaching visit, following the established coaching visit cycle.
- Participate in the required hours of QPI coaching toward meeting your personal QIP goals. Coaching visits shall follow a three-week cycle throughout the program year and must be complete by May 24, 2019.
- Participate in a minimum of 21 hours of professional development, inclusive of a minimum of 6 hours of QPI training/workshops presented by SDCOE staff, QPI coaching, and additional approved professional development activities, as appropriate (see 2018-19 QPI Provider Resource Guide).
- Schedule, conduct, and document (e.g., agenda and meeting notes) three (3) 1:1 meetings at each site with each Lead Teacher you supervise to collaborate on interpreting data trends (including DRDP and external reviews) and linking QIPs to improve learning outcomes for children. Provide evidence of support to ALL Lead Teachers supervised to: develop Lead Teachers' QIPs within 60 days of agency start date or contract execution date; use CLASS and ERS assessment data to make ongoing modifications to the planning and delivery of instruction and environment.

## Family Engagement and Kindergarten Transition

- Implement the agency's annual Family Strengthening Plan, at the site level. Update throughout the year as appropriate. Show evidence of efforts to engage families in activities listed on Family Strengthening Plan, targeting 80% of family participation, inclusive of scheduling parent education activities at the site level.
- Provide evidence of support provided to teachers in scheduling a real or virtual visit to a Kindergarten classroom or from a Kindergarten teacher for all TK or K-eligible children in your session(s).
- Provide evidence of progress toward increased collaboration with local elementary schools regarding kindergarten transition.

## Lead Teacher Annual QPI Quality Stipend

Education Level	Stipend
<p><i>Note: If the specified education criteria is not met to earn the Education portion of the stipend, an individual may still earn the ERS/CLASS portion of the stipend.</i></p> <p>Bachelor's degree OR Master's degree in ECE/CD (or closely related field) <u>OR</u> Bachelor's degree in any field +/-with 24 units of ECE/CD <u>OR</u> Program Director Permit <u>OR</u> Bachelor's or Master's degree, plus Teacher Permit or Site Supervisor Permit.</p> <p>Associate's degree in ECE/CD (or closely related field) <u>OR</u> Associate's degree in any field + 24 units of ECE/CD OR Site Supervisor Permit.</p>	<p>\$1000</p> <p>\$500</p>
<p><b>Environmental Rating Scale or CLASS Score</b></p> <p><i>Note:</i> This stipend is based on the annual external review that takes place in every QPI session. For example, if the ERS was done in your session this year, then this stipend will be based only on the ERS score from this year's review. If the CLASS was done in your session this year, then this stipend is based on CLASS scores from this year. <b>If both an ERS and CLASS review were conducted in a session in the current program year, the scores of both reviews will be used. The total line item average score on the ERS and/or CLASS scores will determine stipends. Minimum threshold scores must be met for both ERS and CLASS assessments to earn the stipend amount at that level.</b> CLASS stipends are calculated based on all domain scores reaching the minimum required score in all 3 domains. If no external review is conducted for your session this program year, no stipend will be issued for this element.</p>	<p>Stipend</p> <p>\$2300</p> <p>\$1500</p> <p>\$1000</p> <p>\$700</p>
<p>ERS: Achieved a line item average of 6.0 or higher CLASS: Achieved minimum domain scores as follows: Emotional Support - 6.0; Classroom Organization – 6.0; Instructional Support – 4.0</p> <p>ERS: Achieved a line item average of 5.5 CLASS: Achieved minimum domain scores as follows: Emotional Support - 5.5; Classroom Organization - 5.5; Instructional Support - 3.5</p> <p>ERS: Achieved a line item average of 5.0 CLASS: Achieved minimum domain scores as follows: Emotional Support - 5.0; Classroom Organization - 5.0; Instructional Support – 3.0</p> <p>ERS: Achieved a line item average of 4.0 CLASS: Achieved minimum domain scores as follows: Emotional Support -4.0; Classroom Organization - 4.0; Instructional Support – 2.0</p>	

**Quality Assurances**

*Note: Evidence of completion of all Quality Assurances is required to earn a stipend. The stipend amounts will be awarded only if all of the following quality assurances are completed and verified for your QPI session(s):*

### Quality Learning and Instruction Investment

- Develop your Quality Improvement Plan (QIP) within 60 days of the first day of school or first day of employment, whichever is later (using the Pinwheel program and data management system). Update and document ongoing progress toward meeting the goal(s) on your QIP throughout the year, finalized within two weeks of your last scheduled coaching visit. Be available for Quality Assurance Review meeting with your Coach after completion of final coaching visit, following the established coaching visit cycle.
- Participate in the required hours of QPI coaching toward meeting your personal QIP goals. Coaching visits shall follow a three-week cycle throughout the program year and must be complete by May 24, 2019.
- Participate in a minimum of 21 hours of professional development, inclusive of a minimum of 6 hours of QPI training/workshops presented by SDCOE staff, QPI coaching, and additional approved professional development activities, as appropriate (see 2018-19 QPI Provider Resource Guide).
- Schedule, facilitate, and document 3 meetings with participating IA(s) to collaborate on interpreting data trends (including DRDP and external reviews) to support classroom improvement and to support the IA(s) development and completion of their QIP.

### Using Data to Inform Instruction

- Ensure that instructional goals are addressed through the planning and delivery of learning activities for individual children and groups, based on DRDP-2015 data, external reviews, and research-based practices.

# Instructional Assistant Annual QPI Quality Stipend

Education Level	Note: if the specified education criteria is not met to earn the Education portion of the stipend, an individual may still earn the ERS/CLASS portion of the stipend	Stipend
<p>Bachelor's degree in ECE/CD <u>OR</u> Bachelor's degree in any field + Child Development Teacher Permit <u>OR</u> Bachelor's degree + Child Development Master Teacher Permit <u>OR</u> Bachelor's degree + Child Development Site Supervisor Permit <u>OR</u> Bachelor's degree + Elementary Teaching Credential Associate's degree in ECE/CD <u>OR</u> Child Development Master Teacher Permit <u>OR</u> Child Development Site Supervisor Permit <u>OR</u> Associate's degree + Child Development Teacher Permit or higher</p> <p>Child Development Teacher Permit</p> <p>Child Development Associate Teacher Permit</p> <p>Child Development Assistant Teacher Permit</p>		<p>\$1000</p> <p>\$500</p> <p>\$400</p> <p>\$300</p> <p>\$200</p>
<p><b>Environmental Rating Scale or CLASS Score</b></p> <p>ERS: Achieved a line item average of 6.0 or higher</p> <p>CLASS: Achieved minimum domain scores as follows: Emotional Support – 6.0; Classroom Organization – 6.0; Instructional Support – 4.0</p> <p>ERS: Achieved a line item average of 5.5</p> <p>CLASS: Achieved minimum domain scores as follows: Emotional Support - 5.5; Classroom Organization - 5.5; Instructional Support - 3.5</p> <p>ERS: Achieved a line item average of 5.0</p> <p>CLASS: Achieved minimum domain scores as follows: Emotional Support - 5.0; Classroom Organization - 5.0; Instructional Support - 3.0</p> <p>ERS: Achieved a line item average of 4.0</p> <p>CLASS: Achieved minimum domain scores as follows: Emotional Support -4.0; Classroom Organization - 4.0; Instructional Support -2.0</p>	<p><b>Note:</b> This stipend is based on the annual external review that takes place in every QPI session. For example, if the ERS was done in your session this year, then this stipend will be based only on the ERS score from this year's review. If the CLASS was done in your session this year, then this stipend is based on the CLASS scores from this year. <b>If both an ERS and CLASS review were conducted in a session in the current program year, the scores of both reviews will be used. The total line item average score on the ERS and/or CLASS scores will determine stipends. Minimum threshold scores must be met for both ERS and CLASS assessments to earn the stipend amount at that level.</b> CLASS stipends are calculated based on all domain scores reaching the minimum required score in all 3 domains. If no external review is conducted for your session this program year, no stipend will be issued for this element.</p>	<p>Stipend</p> <p>\$1200</p> <p>\$750</p> <p>\$500</p> <p>\$300</p>
<p><b>Quality Assurances</b></p> <ul style="list-style-type: none"> <li>Develop your Quality Improvement Plan (QIP) within 60 days of the first day of school or first day of employment, whichever is later (using the Pinwheel program and data management system).</li> <li>Update and document ongoing progress toward meeting the goal(s) on your QIP throughout the year, finalized by May 24, 2019.</li> <li>Participate in a minimum of 6 hours of QPI Professional Development that is provided or approved by SDCOE staff.</li> <li>Attend and document three (3) meetings with the Lead Teacher, as made available, in your preschool session to collaborate on interpreting data trends to support instruction and to develop and complete your QIP.</li> </ul>	<p><b>Note: Evidence of completion of all Quality Assurances is required to earn a stipend. The stipend amounts above are only available if all of the following quality assurances are completed for your QPI session(s):</b></p>	

# Instructional Assistant Annual QPI Quality Stipend

Education Level	Note: If the specified education criteria is not met to earn the Education portion of the stipend, an individual may still earn the ERS/CLASS portion of the stipend	Stipend
<p>Bachelor's degree in ECE/CD <u>OR</u> Bachelor's degree in any field + Child Development Teacher Permit <u>OR</u> Bachelor's degree + Child Development Master Teacher Permit <u>OR</u> Bachelor's degree + Child Development Site Supervisor Permit <u>OR</u> Bachelor's degree + Child Development Program Director Permit <u>OR</u> Bachelor's degree + Elementary Teaching Credential Associate's degree in ECE/CD <u>OR</u> Child Development Master Teacher Permit <u>OR</u> Child Development Site Supervisor Permit <u>OR</u> Associate's degree + Child Development Teacher Permit or higher</p> <p>Child Development Teacher Permit</p> <p>Child Development Associate Teacher Permit</p> <p>Child Development Assistant Teacher Permit</p>	<p><b>Environmental Rating Scale or CLASS Score</b></p> <p>ERS: Achieved a line item average of 6.0 or higher            CLASS: Achieved minimum domain scores as follows: Emotional Support – 6.0; Classroom Organization – 6.0; Instructional Support – 4.0</p> <p>ERS: Achieved a line item average of 5.5            CLASS: Achieved minimum domain scores as follows: Emotional Support – 5.5; Classroom Organization – 5.5; Instructional Support – 3.5</p> <p>ERS: Achieved a line item average of 5.0            CLASS: Achieved minimum domain scores as follows: Emotional Support – 5.0; Classroom Organization – 5.0; Instructional Support – 3.0</p> <p>ERS: Achieved a line item average of 4.0            CLASS: Achieved minimum domain scores as follows: Emotional Support – 4.0; Classroom Organization – 4.0; Instructional Support – 2.0</p>	<p>\$1000</p> <p>\$500</p> <p>\$400</p> <p>\$300</p> <p>\$200</p>
<p><b>Environmental Rating Scale or CLASS Score</b></p> <p>ERS: Achieved a line item average of 6.0 or higher            CLASS: Achieved minimum domain scores as follows: Emotional Support – 6.0; Classroom Organization – 6.0; Instructional Support – 4.0</p> <p>ERS: Achieved a line item average of 5.5            CLASS: Achieved minimum domain scores as follows: Emotional Support – 5.5; Classroom Organization – 5.5; Instructional Support – 3.5</p> <p>ERS: Achieved a line item average of 5.0            CLASS: Achieved minimum domain scores as follows: Emotional Support – 5.0; Classroom Organization – 5.0; Instructional Support – 3.0</p> <p>ERS: Achieved a line item average of 4.0            CLASS: Achieved minimum domain scores as follows: Emotional Support – 4.0; Classroom Organization – 4.0; Instructional Support – 2.0</p>	<p>Note: This stipend is based on the annual external review that takes place in every QPI session. For example, if the ERS was done in your session this year, then this stipend will be based only on the ERS score from this year's review. If the CLASS was done in your session this year, then this stipend is based on the CLASS scores from this year. <b>If both an ERS and CLASS review were conducted in a session in the current program year, the scores of both reviews will be used. The total line item average score on the ERS and/or CLASS scores will determine stipends. Minimum threshold scores must be met for both ERS and CLASS assessments to earn the stipend amount at that level.</b> CLASS stipends are calculated based on all domain scores reaching the minimum required score in all 3 domains. If no external review is conducted for your session this program year, no stipend will be issued for this element.</p>	<p>\$1200</p> <p>\$750</p> <p>\$500</p> <p>\$300</p>
<p><b>Quality Assurances</b></p> <ul style="list-style-type: none"> <li>Develop your Quality Improvement Plan (QIP) within 60 days of the first day of school or first day of employment, whichever is later (using the Pinwheel program and data management system).</li> <li>Update and document ongoing progress toward meeting the goal(s) on your QIP throughout the year, finalized by May 24, 2019.</li> <li>Participate in a minimum of 6 hours of QPI Professional Development that is provided or approved by SDCOE staff.</li> <li>Attend and document three (3) meetings with the Lead Teacher, as made available, in your preschool session to collaborate on interpreting data trends to support instruction and to develop and complete your QIP.</li> </ul>	<p>Note: Evidence of completion of all Quality Assurances is required to earn a stipend. The stipend amounts above are only available if all of the following quality assurances are completed for your QPI session(s):</p>	



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## QPI Data Representative 2018-19 Data Stipend Quality Assurances

To qualify for the data stipend, each Data Representative must ensure that all QPI data requirements are completed accurately, in full, and as per the due dates listed on the *Data Representative Annual Quality Assurances 2018-19* document attached. In addition to the Data Representative, it may be the responsibility of the Agency Director, Site Director(s), Lead Teachers and other agency staff to input data into Pinwheel, per their level of responsibility as designated by the Agency Director. It is the responsibility of the Data Representative(s) at each agency to familiarize him or herself with the data elements on this document and monitor all data input to ensure it is accurate. It is also the responsibility of the Data Representative to ensure data input deadlines are met, regardless of whether a reminder is issued by SDCOE staff. Any deadline missed without prior written approval from SDCOE may affect earning the data stipend.

Data stipends are earned incrementally, prorated on the amount of data required in that quarter. It is possible to earn 30% each in Quarters 1-2, and 20% each in Quarters 3-4. **If the data requirements are not met for a given quarter, the quarterly portion will be forfeited and will not be allowed to be recovered in future quarters.**

Though the stipend increments are approved quarterly, the actual entry of data into Pinwheel must be completed **as per due dates listed in the 2018-19 QPI Data Reporting Requirements document**. Data Representatives are expected to **conduct data quality checks and consult with the Agency or Site Director** to make corrections **prior** to due dates listed.

One stipend check will be issued in June-July 2019 covering the total amount earned for the entire program year. If an agency has 47 or more sessions, more than one Data Representative may be engaged in the QPI Data Stipend program. SDCOE encourages agencies with larger number of sessions (47+) to involve two Data Representatives in the quality assurances work throughout the year to ensure data accuracy. Stipends are not available for any staff with an annual gross salary of \$69,811 or more.

Each Data Representative must complete an annual W-9 and SDCOE Supplier Request Form and follow instructions posted in Pinwheel Resources. Forms are due no later than **December 14, 2018**. Workforce members should mail\* or personally deliver these forms, attn:

Tamara Faranso  
San Diego County Office of Education  
6401 Linda Vista Road, Room 315  
San Diego, CA 92111

The data requirements to earn the Data Representative stipend are a subset of the requirements listed in the agency QPI contract. While Data Representatives are asked to support their agency in meeting the additional data requirements listed in the contract, only the items listed in the document below will apply toward the stipend.

*\*It is highly recommended to obtain proof of mail (e.g., certified mail)*

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**QPI Data Representative Annual Quality Assurances**

The table below reflects the week in which the verification for data accuracy by the SDCOE QPI Operations Team will occur. The QPI stipend dollar amount each quarter will be determined based on complete and accurate data as listed on this table.

Quarter	QPI Ops Team Verification Week	%	Less than 3 Sessions	3-14 Sessions	15-30 Sessions	31-46 Sessions	47 Sessions
1	October 1-5, 2018	30%	\$150	\$300	\$600	\$750	\$900
2	January 2-4, 2019	30%	\$150	\$300	\$600	\$750	\$900
3	April 1-5, 2019	20%	\$100	\$200	\$400	\$500	\$600
4	June 3-7, 2019	20%	\$100	\$200	\$400	\$500	\$600

Data Representatives are required to meet due dates as listed below. The Data Representative must run quality assurance checks and resolve all discrepancies and/or missing data **PRIOR** to the first day of each Ops Team Verification Week.

**Total Possible Stipend: 100% \$500 \$1,000 \$2,000 \$2,500 \$3,000**

# Data Representatives Annual Data Quality Assurances Stipend

## Quality Assurances

Note: Evidence of completion of all quarterly Data Quality Assurances is required to earn a stipend. The stipend amounts above are only available if all of the following quality assurances are completed for your QPI session(s):

### Quarter 1 (July 1 – September 30)

#### Set up all QPI sessions:

- Ensure all required data fields on the session landing page(s) in Pinwheel are complete and accurate. (see QPI 2018-19 Data Dictionary)
- Due: within 2 weeks of QPI contract execution date or the agency start date, whichever is later.

#### Student Demographics:

- Ensure all data fields listed as required in the QPI 2018-19 Data Dictionary are complete and accurate for all children at program year set up on the Student Demographic screen in Pinwheel. Ensure that these fields remain up-to-date throughout the year. Updates (new enrollments, drops, etc.) for both new and returning students must be entered or imported no later than every two weeks. Every child enrolled in a QPI session must be reported regardless of funding source. Run quality assurance checks by deadline.
- Due: September 21, 2018 and update ongoing

#### Staff Profiles:

- Create and update to ensure all data fields listed as required in the QPI 2018-19 Data Dictionary are complete and accurate on the Staff Profile screen in Pinwheel, including contact information and demographic information. Ensure that these fields remain up-to-date throughout the year, within two weeks of any changes. Run quality assurance checks by deadline.
- Due: Within 2 weeks of staff start date

#### Student Attendance:

- Enter attendance daily into Pinwheel for all children in each QPI session for every in-session day of the program year. Providers who import attendance from another primary data system may import monthly.
- Due: Daily for manual entry, by 11<sup>th</sup> of each month if importing

#### Staff Attendance:

- Enter attendance daily into Pinwheel for all staff in each QPI session for every in-session day of the program year. Providers who maintain staff attendance in a separate data system may submit staff attendance via a QPI-provided staff verification template. Data representative must take initiative to request template if needed.
- Due: Daily for manual entry, Primary system: quarterly report to be submitted within two weeks of receipt of template

### Quarter 2 (October 1 – December 31)

#### Desired Results Developmental Profile (DRDP-2015):

- Ensure DRDP-2015 scores for all appropriate “fundamental view” measures for all children are entered into Pinwheel. Note: the initial DRDP-2015 must be completed by the teacher within 60 days of the child’s first day of attendance.
- Due: December 21, 2018

#### Ages & Stages Questionnaire (ASQ-3):

- All information in the ASQ-3 must be scored and entered into Pinwheel within 90 days of each child’s first day of attendance.
- All children must have the correct version of the ASQ-3. It is the Data Representative’s responsibility to run the quality assurance checks to ensure the correct version of the ASQ-3 is used.
- Due: within 90 days of each child’s first day of attendance

#### Student Demographics:

- Ensure all data fields listed in the QPI 2018-19 Data Dictionary Pinwheel are complete and accurate for all children on the Student landing page in Pinwheel. Ensure that these fields remain up-to-date throughout the year. Updates (new enrollments, drops, etc.) for both new and returning students must be entered or imported no later than every two weeks. Every child enrolled in a QPI session must be reported regardless of funding source. Run quality assurance checks by deadline.
- Due: Within 2 weeks of each child’s enrollment or drop

#### Student Attendance:

- Enter attendance daily into Pinwheel for all children in each QPI session for every in-session day of the program year. Providers who import attendance from another primary data system may import monthly.
- Due: Daily for manual entry, by 11<sup>th</sup> of each month if importing

#### Staff Attendance:

- Enter attendance daily into Pinwheel for all staff in each QPI session for every in-session day of the program year. Providers who maintain staff attendance in a separate data system may submit staff attendance via a QPI-provided staff verification template. Data representative must take initiative to request template if needed.
- Due: Daily for manual entry, Primary system: quarterly report to be submitted within two weeks of receipt of template

Exhibit “B” - Attachment 6

12B.27

### Quarter 3 (January 1 – March 31)

- Due: within 30 days; update as necessary
- **Ages & Stages Questionnaire (ASQ-3):**
- All information in the ASQ-3 screen must be entered into Pinwheel within 90 days of each child's first day of attendance.
- Due: within 90 days of each child's first day of attendance.
- **Ages & Stages Questionnaire: Social Emotional (ASQ:SE-2):**
  - When a parent response indicates an area of concern with behavior and/or the teacher has concerns with behavior, the ASQ:SE-2 shall be administered within 30 days of scoring the ASQ-3.
  - Due: within 30 days of ASQ-3 score date
- **Referrals:**
- Referrals based on ASQ-3 scores are due in Pinwheel 30 days after completion of the ASQ-3. All other referrals are due in Pinwheel within 30 days of making the referral. Ensure every child who scored in the black on the ASQ-3 and/or ASQ:SE-2 has a referral entered in Pinwheel. All referrals shall be input and tracked (dated) in Pinwheel as they occur throughout the program year and as long as the child demonstrates a need. All referrals must have the Source, Area of Concern, Referred To, Referral Status, and Referral Start Date fields completed. Closed referrals should also have an End Date entered.
- **Physician's Reports & General Screenings:**
- Ensure all children have the date of their most recent physician's report entered.
- Hearing and vision screenings must be entered as services are rendered and may be input individually or using the batch referrals feature.
- Due: March 30, 2018; update as necessary
- **IEP and Special Needs:**
- Ensure every child with an IEP has the original IEP date listed in the IEP Original Date field and that the IEP at Enrollment field indicated "yes." This is true for all IEPs, regardless of whether the date falls within the program year or upon enrollment.
- If a child exits an IEP during the program year, the following note must be placed in the IEP Original Date Note field on the Student Demographic screen: "Exited IEP on xx/xx/xxxx (IEP exit date)"
- If a child is identified as having special needs upon enrollment, the Special Needs/At Risk at Enrollment field should indicate "yes." If a child is identified during the program year as having special needs, the Special Needs/At Risk During the Year field should indicate "yes." See QPI 2018-19 Data Dictionary for the definition of special needs/at risk.
- All IEP and Special Needs fields should be updated as soon as identification occurs.
- Due: as identification occurs
- **Student Demographics:**
- Ensure all data fields listed as required in the QPI 2018-19 Data Dictionary are complete and accurate for all children on the Student landing page in Pinwheel. Ensure that these fields remain up-to-date throughout the year. Updates (new enrollments, drops, etc.) for both new and returning students must be entered or imported no less than every two weeks. Every child enrolled in a QPI session must be reported regardless of funding source. Run quality assurance checks by deadline.
- Due: Within 2 weeks of each child's enrollment or drop
- **Student Attendance:**
- Enter attendance daily into Pinwheel for all children in each QPI session for every in-session day of the program year. Providers who import attendance from another primary data system may import monthly.
- Due: Daily for manual entry; by 11<sup>th</sup> of each month if importing
- **Staff Attendance:**
- Enter attendance daily into Pinwheel for all staff in each QPI session for every in-session day of the program year. Providers who maintain staff attendance in a separate data system may submit staff attendance via a QPI-provided staff verification template. Data Representative must take initiative to request template if needed.
- Due: Daily for manual entry; Primary system: quarterly report to be submitted within two weeks of receipt of template

#### Quarter 4 (April 1 – June 30)

##### Desired Results Developmental Profile (DRDP-2015) – Final Assessment:

- Ensure DRDP-2015 scores for all appropriate “fundamental view” measures for all children are entered into Pinwheel or submitted to SDCOE’s file transfer site by the deadline. The second DRDP-2015 must be completed by the teacher 6 months after the initial assessment, and scores must be entered into Pinwheel by the due date.
- Due: May 17, 2019

##### Student Demographics:

- Ensure all data fields identified as required in the QPI 218-19 Data Dictionary are complete and accurate for all children on the Student landing page in Pinwheel. Ensure that these fields remain up-to-date throughout the year. Updates (new enrollments, drops, etc.) for both new and returning students must be entered or imported no less than every two weeks. Every child enrolled in a QPI session must be reported regardless of funding source. Run quality assurance checks by deadline.

##### Student Attendance:

- Enter attendance daily into Pinwheel for all children in each QPI session for every in-session day of the program year. Providers who import attendance from another primary data system may import monthly.

- Due: Daily for manual entry; by 11<sup>th</sup> of each month if importing

##### Staff Attendance:

- Enter attendance daily into Pinwheel for all staff in each QPI session for every in-session day of the program year. Providers who maintain staff attendance in a separate data system may submit staff attendance via a QPI-provided staff verification template. Data representative must take initiative to request template if needed.

- Due: Daily for manual entry; Primary system: quarterly report to be submitted within two weeks of receipt of template.

**San Diego County Superintendent of Schools  
Agreement with San Ysidro School District  
For Quality Preschool Initiative Services**

**Exhibit "B": Scope of Work  
Attachment 7: Guidelines for Presentation and Publication Materials  
Approval**

## Guidelines for Presentation and Publication Materials Approval

### Introduction

The following guidelines outline the approval process for presentation and publication materials for QPI agencies.

### Approval

QPI agencies are required to obtain San Diego County Office of Education (SDCOE) approval before sharing information and material publicly on projects that are partially funded by First 5 San Diego (F5SD)\*. Previously approved material does not require SDCOE approval. New material added to previously approved documents requires SDCOE approval. Approval applies only to presentations of agencies' own/internal data. There is currently no approval for any agency to share QPI Initiative-level data or any comparison of an agency's data to another QPI agency.

### Procedures

QPI Directors shall inform their QPI Coordinator as soon as they know that they have material to be approved. The following types of material require approval:

- Presentations at public meetings
- Conference presentations/workshops
- Publicity materials
- Op-eds and articles (newspaper, magazine, catalogs, etc.)

The QPI Coordinator will review grammar, content, branding, formatting, and length (see Publication and Materials Approval Checklist). QPI Directors need to submit the material to their QPI Coordinator at least five (5) business days before the requested return date. The QPI Director shall also provide the following supplemental information:

- Purpose (conference, lecture, etc.)
- Guidelines (length, number of slides, etc.)
- Timeline (when the final approval from QPI Coordinator is requested by the QPI Director as well as the submission deadline and presentation/publication dates, if applicable)

The material will go through a two-step review process. The QPI Coordinator will notify the QPI Director of requested edits.

\*To receive electronic logos for "SDCOE" and "Partially Funded by First 5", please email Nora Leyva at [nora.leyva@sdcoe.net](mailto:nora.leyva@sdcoe.net).

**QPI PUBLICATION AND MATERIAL APPROVAL CHECKLIST**

<b>Agency Name:</b>	<b>Purpose/Presentation Type:</b>
<b>Contact Person Submitting Form:</b>	<b>Expected Presentation Date:</b>
<b>Phone No.:</b>	<b>Timeline (when final approval from QPI Coordinator is requested):</b>
<b>Email:</b>	<b>Audience:</b>
<b>Date Submitted:</b>	<b>QPI Coordinator Name:</b>

QPI Agency Self-Check List		QPI Coordinator Initials
<input type="checkbox"/>	Proper Branding for QPI, SDCOE and F5SD (Partially Funded by First 5 San Diego)	
<input type="checkbox"/>	No grammatical errors	
<input type="checkbox"/>	Data – QPI Initiative level data not previously approved by F5SD or already published in an annual report must receive approval from F5SD	
<input type="checkbox"/>	Length – no more than 30 slides for a one-hour presentation	
<input type="checkbox"/>	Slides are numbered	
<input type="checkbox"/>	Pictures are appropriate for topic and audience	
<input type="checkbox"/>	Images are clear (no fuzzy photos or figures)	
<input type="checkbox"/>	Background colors allow for text to be clearly visible	
<input type="checkbox"/>	Color-coded categories in figures have colors that are distinguishable from each other	
<input type="checkbox"/>	Consistency throughout document in writing style (for example, use or no use of serial comma, period or no period at end of each dot point, etc.)	

<b>For Use by QPI Coordinator</b>
<b>Approval Date:</b>
<b>QPI Coordinator Signature:</b>

**San Diego County Superintendent of Schools  
Agreement with San Ysidro School District  
For Quality Preschool Initiative Services  
Exhibit “C”: First 5 Commission Mandatory Article Flow-Down Language**

**ARTICLE 3  
DISENTANGLEMENT**

3.1 General Obligations

At County’s discretion, Provider shall accomplish a complete transition of the services as set forth in Exhibit B to this Agreement (for purposes of this Article 3.1, these shall be referred to as the “Disentangled Services”) being terminated from Provider and the Subcontractors to County, or to any replacement Provider designated by County, without any interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. Provider shall fully cooperate with County and any new service Provider and otherwise promptly take all steps, including, but not limited to providing to County or any new service Provider all requested information or documentation, required to assist County in effecting a complete Disentanglement. Provider shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. Provider shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or County’s designee of the Disentangled Services. All Provider work done as part of the Disentanglement shall be performed by Provider and will be reimbursed by County at no more than Provider’s costs, up to the total amount of this Agreement. Provider shall not receive any additional or different compensation for the work otherwise required by the Agreement. Provider’s obligation to provide the Services shall not cease until the earlier of the following: 1) the Disentanglement is satisfactory to the County, including the performance by Provider of all asset-transfers and other obligations of Provider provided in this Paragraph, has been completed to County’s reasonable satisfaction or 2) twelve (12) months after the Expiration Date of the Agreement.

3.2 Disentanglement Process

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Provider that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by County, not earlier than sixty (60) days prior to the end of the Agreement Term or extended term, that County has not elected to extend pursuant to the Agreement’s Signature Page, Agreement Term ; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to this Agreement, Article 7. Subject to Exhibit B, Provider’s obligation to perform Disentangled Services and County’s obligation to pay for Disentangled Services shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial term or extended term set forth in this Agreement’s Signature Page, Agreement Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Provider’s obligation to perform the Services expires being referred to herein as the “Expiration Date”). Provider and County shall discuss in good faith a plan for determining the nature and extent of Provider’s Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that Provider’s obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

3.3 Specific Obligations

The Disentanglement shall include the performance of the following specific obligations:

3.3.1 No Interruption or Adverse Impact

Provider shall cooperate with County and all of the County’s other service Providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Disentangled Services or other work required under the Agreement, no adverse impact on the provision of Disentangled Services or other work required under the Agreement or County’s activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

3.3.2 Third-Party Authorizations

Without limiting the obligations of Provider pursuant to any other clause in Exhibit B herein, Provider shall, subject to the terms of any third-party agreements, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party agreements between Provider and third-party contractors used to provide the Disentangled Services, pending their assignment to County. Similarly, at County’s direction, Provider shall obtain all legally necessary client consents or authorizations legally to transfer client data to County or any new service Provider.

3.3.3 Transfer of Leases, Licenses, and Agreements

Provider, at its expense, shall convey or assign to County or its designee such fully-paid leases, licenses, and other agreements used by Provider, County, or any other person in connection with the Disentangled Services, as County may select, when such leases, licenses, and other agreements have no other use by Provider. Provider's obligation described herein shall include Provider's performance of all obligations under such leases, licenses, and other agreements to be performed by it with respect to periods prior to the date of conveyance or assignment and Provider shall reimburse County for any losses resulting from any claim that Provider did not perform any such obligations.

3.3.4 Delivery of Documentation

Provider shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, County Data and client files, held by Provider, and Provider shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Provider may retain one (1) copy of the documentation and data, excluding County data, for archival purposes or warranty support.

3.4 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Provider under this Agreement that the County requests to be kept as confidential shall not be made available to any individual or organization by the Provider without the prior written approval of County.

3.5 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

**ARTICLE 7**  
**SUSPENSION, DELAY AND TERMINATION**

7.1 Termination for Default. Upon Provider's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Provider written notice specifying the cause. The notice will give Provider ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Provider without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents and other materials prepared by Provider under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Provider shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Provider shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Provider, and County may withhold any reimbursement to Provider for the purpose of offsetting until such time as the exact amount of damages due County from Provider is determined.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Provider was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

7.2 Damages for Delay. If Provider refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement or any extension thereof, or fails to complete said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.

7.3 County Exemption from Liability. In the event there is a reduction of funds made available by County to Provider under this or subsequent agreements, County and its Departments, officers and employees shall incur no liability to Provider and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.

7.4 Full Cost Recovery Of Investigation And Audit Costs. Provider shall reimburse County for all direct and indirect expenditures incurred in conducting an audit/investigation when Provider is found in violation (material breach) of the terms of the Agreement.

At the sole discretion of the County, and subject to funding source restrictions and Federal and State law, County may (1) withhold reimbursement for such costs from any amounts due to Provider pursuant to the payment terms of the Agreement, (2) withhold reimbursement for such costs from any other amounts due to Provider from County, and/or (3) require Provider to remit a check for the total amount due (or a lesser amount specified by the County) to County within thirty (30) days of request by County. Alternatively, at the County's sole discretion, County and Provider may enter into a written repayment plan for the reimbursement of the audit/investigation costs.

7.5 Termination for Convenience. County may, by written notice stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time. County shall pay the Provider as full compensation for work performed in accordance with the terms of this Agreement until such termination:

7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.

7.5.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Provider as approved by County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.

7.5.3 In no event shall County be liable for any loss of profits on the resulting order or portion thereof so terminated.

7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action at law or in equity against Provider for:

7.5.4.1 Fraud, waste or abuse Agreement funds, or

7.5.4.2 Improperly submitted claims, or

7.5.4.3 Any failure to perform the work in accordance with the Statement of Work, or

7.5.4.4 Any breach of any term or condition of the Agreement, or

7.5.4.5 Any actions under any warranty, express or implied, or

7.5.4.6 Any claim of professional negligence, or

7.5.4.7 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.

7.6 Suspension of Work. The County may order the Provider, in writing, to suspend, delay, or interrupt all or any part of the work under this Agreement for the period of time that the County determines appropriate for the convenience of the Government. County reserves the right to prohibit, without prior notice, Provider or Provider's employees, directors, officers, agents, subcontractors, vendors, consultants or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.

7.7 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.

## ARTICLE 8

### COMPLIANCE WITH LAWS AND REGULATIONS

8.1 Compliance with Laws and Regulations. Provider shall at all times perform its obligations hereunder in compliance with all applicable federal, State, San Diego County and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Provider shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

- 8.2 Provider Permits and License. Provider certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations or other laws that may be applicable to performance of services hereunder. County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Provider shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Provider discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Provider of services and supplies employing fifteen (15) or more full-time permanent employees shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished by the County upon request or can be obtained from the County of San Diego Internet web-site ([www.co.san-diego.ca.us](http://www.co.san-diego.ca.us)).
- 8.5 Non Discrimination. Provider shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical, or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200-d), Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), Section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-d), the Age Discrimination of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq.) of the California Government Code, Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq.) of the CCR and California Dept. of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.
- 8.6 AIDS Discrimination. Provider shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of the use of any County facility or participation in any County-funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome, (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, Section 32.803, of the San Diego County Code of Regulatory Ordinances.
- 8.7 American with Disabilities Act (ADA) 1990. Provider shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Provider shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 Lobbying. Provider agrees to comply with the lobbying ordinances of the County of San Diego and to assure that its officers and employees comply before any appearance before the County. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures or the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Provider from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 Drug and Alcohol-Free Workplace. County, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use, Policy C-25, available on the County of San Diego website. This policy provides that all County-employed Providers and Provider employees shall assist in meeting this requirement.

- 8.11.1 As a material condition of this Agreement, the Provider agrees that the Provider and the Provider's employees, while performing service for County, on County property, or while using County equipment:
- 8.11.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
  - 8.11.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
  - 8.11.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Provider or Provider's employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.11.2 Provider shall inform all employees who are performing services for County on County property or using County equipment of County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for County.
- 8.11.3 County may terminate for default or breach this Agreement, and any other agreement the Provider has with County, if the Provider, or Provider's employees are determined by the County not to be in compliance with the conditions listed herein.
- 8.12 Board of Supervisors' Policies. Provider represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website
- 8.12.1 Board Policy B-67, which encourages the County's Providers to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
  - 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements; and
  - 8.12.3 Zero Tolerance for Fraudulent Conduct in County Services. Provider shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by Providers in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by independent contractors in connection with their performance under the Agreement, said Provider shall be subject to corrective action up to and including termination of the Agreement; and
  - 8.12.4 Interlocking Directorate. In recognition of Board Policy A-79, available on the County of San Diego website, not-for-profit Providers shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the County; and
  - 8.12.5 Zero Tolerance in Coaching Medi-Cal or Welfare Clients (Including Undocumented Immigrants). The County of San Diego, in recognition of its unique geographical location and the utilization of the Welfare and Medi-Cal systems by foreign nationals who are not legal residents of this county or country, has adopted a Zero Tolerance policy and shall aggressively prosecute employees and contractors who coach Medi-Cal or Welfare clients (including undocumented immigrants), to obtain services for which they are not otherwise entitled.
- As a material condition of this Agreement, Provider agrees that the Provider and Provider's employees, while performing service for County, on County property or while using County equipment shall not:
- (a) in any way coach, instruct, advise, or guide any Medi-Cal or Welfare clients or prospective clients who are undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.
  - (b) support or provide funds to any organization engaged directly or indirectly in advising un- documented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.
- Provider shall inform all employees that are performing service for the County on County property or using County equipment of the Zero Tolerance Policy as referenced herein. County may terminate for default this Agreement and any other agreement Provider has with County, if Provider or Provider employees are determined not to be in compliance with the conditions stated herein.
- 8.13 Cartwright Act. Following receipt of final payment under the Agreement, Provider assigns to County 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. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Provider for sale to the County under this Agreement.
- 8.14 Hazardous Materials. Provider shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Provider agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Provider agrees to take, at its expense, all actions

necessary to protect third parties, including, without limitation, employees and agents of County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Provider agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify County of it. Provider shall not be liable to County for County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Law" means any and all federal, State or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon County or Provider with respect to any third person under any Environmental Laws.

8.15 Clean Air Act and Federal Water Pollution Control Act.

8.15.1 Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Provider agrees to report each violation to the USDA and the appropriate EPA Regional Office.

8.15.2 Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq.). Provider agrees to report each violation to the USDA and the appropriate EPA Regional Office.

8.16 Debarment, Exclusion, Suspension, and Ineligibility.

8.16.1 Provider certifies that, except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Provider, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:

8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency; and

8.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

8.16.1.3 Are not presently indicted or otherwise criminally, civilly or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

8.16.1.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (Federal, State, or local) terminated for cause or default.

8.16.2 Provider shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Provider from making the certifications contained in this Section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the County and the County Office of Ethics and Compliance within five (5) business days of when Provider discovers or reasonably believes there is a likelihood of such occurrence.

8.16.3 Provider invoices shall include the following language:

I certify that the above deliverables and/or services were delivered and/or performed specifically for this Agreement in accordance with the terms and conditions set forth herein.

I further certify, under penalty of perjury under the laws of the State of California, that no employee or entity providing services under the terms and conditions of this Agreement is currently listed as debarred, excluded, suspended, or ineligible on the Federal System for Award Management (SAM: <http://SAM.gov>), the Federal Health and Human Services Office of Inspector General List of Excluded Individuals/Entities (LEIE: <http://exclusions.oig.hhs.gov>), or the State of California Medi-Cal Suspended and Ineligible list ([www.medi-cal.ca.gov](http://www.medi-cal.ca.gov)).

- 8.17 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Provider shall:
- 8.17.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;
  - 8.17.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: <http://www.sandiegocounty.gov/content/sdc/cao/oec.html>. Additionally, if Provider maintains a company website as a method of providing information to employees, the Provider shall display an electronic version of the poster(s) at the website;
  - 8.17.3 If Provider has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Provider need not display the County poster;
  - 8.17.4 In the event Provider subcontracts any of the work performed under this Agreement, Provider include this clause in the subcontract(s) and shall take appropriate steps to ensure compliance by the subcontractor (s).
- 8.18 False Claims Act Training. Provider shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729-3730) and State False Claims Act (California Government Code 12650-12653) to all employees, directors, officers, agents, subcontractors, consultants or volunteers providing services under this Agreement. Provider shall maintain verification of this training. Provider shall retain these forms, or an electronic version, in accordance with the Agreement requirement for retention of records. For the purposes of this section, "Subcontractor " shall include any entity, other than County, that furnishes to Provider services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.
- 8.19 Code of Ethics. As a material term and condition of this Agreement, Provider shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Provider shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Provider shall retain these certifications in accordance with the Agreement's provision regarding retention of records. Provider shall pass this requirement down to its subcontractors in its entirety. For purposes of this section, "Subcontractor " shall mean any entity, other than the County, that furnishes to Provider services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.
- 8.20 Compliance Program. Providers with an agreement that exceeds more than \$250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608 (b)(1) – (b) (7) regardless of funding source or services.
- 8.21 Investigations. Unless prohibited by an investigating government authority, Provider shall cooperate and participate fully in any investigation initiated by the County relative to this Agreement. Upon County's request, Provider shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Provider identified by County. Provider further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant or volunteer of Provider comes under investigation by any federal, State or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.

Provider shall promptly make available to County all internal investigative results, findings, conclusions, recommendations and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.

## ARTICLE 9 CONFLICTS OF INTEREST; PROVIDER'S CONDUCT

- 9.1 Conflicts of Interest. Provider presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Provider shall not employ any person having any such interest in the performance of this Agreement. Provider shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Provider from any responsibility under this Agreement.

- 9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Provider acknowledges that the California Political Reform Act (“Act”), Government Code section 81000 et seq., provides that contractors hired by a public agency, such as County, may be deemed to be a “public official” subject to the Act if the Provider advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified “conflicts of interest” relating to the decision. To the extent the Act applies to Provider, Provider shall abide by the Act. In addition, Provider acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.
- 9.2 Conduct of Provider.
- 9.2.1 Provider shall inform County of all Provider's interests, if any, that are, or that Provider believes to be incompatible with any interests of County.
- 9.2.2 Provider shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Provider is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Provider shall not use for personal gain or make other improper use of confidential information, which is acquired in connection with his employment. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement.
- 9.2.4 Provider, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.
- 9.2.5 Referrals. Provider further covenants that no referrals of clients through Provider’s intake or referral process shall be made to the private practice of any person(s) employed by Provider.
- 9.3 Prohibited Agreements. As required by Section 67 of the San Diego County Administrative Code, Provider certifies that it is not in violation of the provisions of Section 67, and that Provider is not, and will not subcontract with, any of the following:
- 9.3.1 Persons employed by Commission, County or of public agencies for which the Board of Supervisors or County is the governing body;
- 9.3.2 Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3 Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 9.3.4 Profit-making firms or businesses in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.
- 9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Provider shall be restricted in its future contracting with County to the manner described below. Except as specifically provided in this clause, Provider shall be free to compete for business on an equal basis with other companies.
- 9.4.1 If Provider, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Provider shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Provider to prepare such specifications or statements of work under this Agreement.
- 9.4.2 Provider may not apply for nor accept additional payments for the same services contained in the Statement of Work.

**ARTICLE 10**  
**INDEMNITY AND INSURANCE**

- 10.1 Indemnity. County shall not be liable for, and Provider shall defend and indemnify County and their employees and agents (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Provider or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Provider shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
- 10.2 Insurance. Prior to execution of this Agreement, Provider must obtain at its own cost and expense, and keep in force and effect during the Agreement Term, including all extensions, the insurance specified in Exhibit A, attached hereto.

**ARTICLE 11**  
**AUDIT AND INSPECTION OF RECORDS**

The County shall have the audit and inspection rights described in this section.

- 11.1 Audit and Inspection. Provider agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized federal, State, San Diego County representatives shall have the right to monitor, assess, or evaluate Provider's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not be limited to audits, inspection of premises, reports, and interviews of project staff and participants. Provider assertions of confidentiality shall not be a bar to full access to the records.

At any time during normal business hours and as often as County may deem necessary, Provider shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the Institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Provider to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Provider to immediately take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Provider fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Provider any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

- 11.2 External Audits. Providers will provide the following to the County Program Business Specialist:

11.2.1 Provider shall provide County Program Business Specialist a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement no later than three (3) business days of Provider receiving notice of the audit.

11.2.2 Provider shall provide County Program Business Specialist with a copy of the draft and final State or federal audit reports within twenty-four (24) hours of receiving them. (Health and Human Services Agency (HHSA) Providers shall also provide electronic copies to Agency Contract Support (ACS) at [ACS.HHSA@sdcounty.ca.gov](mailto:ACS.HHSA@sdcounty.ca.gov)).

- 11.2.3 Provider shall provide County Program Business Specialist a copy of the Provider's response to the draft and final State or federal audit reports at the same time as response provided to the State or federal representatives.
- 11.2.4 Unless prohibited by the government agency conducting the audit, Provider shall provide County Program Business Specialist a copy of all responses made by the federal or State audit representative to the Provider's audit response no later than three (3) business days of receiving it. This will continue until the federal or State auditors have accepted and closed the audit.
- 11.3 Cost or Pricing Data. If the Provider submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the County or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Provider related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 11.4 Availability. The materials described above shall be made available at the office of the Provider, at all reasonable times, for inspection, audit or reproduction, until the expiration of seven (7) years from the date of final payment under this Agreement, or as provided in sections 11.4.1 and 11.4.2, below:
- 11.4.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of seven (7) years from the date of any resulting final settlement.
- 11.4.2 Record that relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or seven (7) years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.
- 11.5 Subcontract. The Provider shall insert a clause containing all the provisions of this Article 11 in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer.

## ARTICLE 12 INSPECTION OF SERVICE

- 12.1 Subject to Inspection. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by County at all times during the Agreement Term. Provider shall cooperate with any inspector assigned by County to permit the inspector to determine whether Provider's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Provider's performance.
- 12.2 Specification and Requirements. If any services performed by Provider do not conform to the specifications and requirements of this Agreement, County may require Provider to re-perform the services until they conform to said specifications and requirements, at no additional cost to County, and County may withhold payment for such services until Provider correctly performs them. When the services to be performed are of such a nature that Provider's cannot correct its performance, County shall have the right to (1) require the Provider to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Provider fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, County shall have the right to either (1) without terminating this Agreement, have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement, and charge Provider, and/or withhold from payments due to Provider, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

## ARTICLE 13 USE OF DOCUMENTS AND REPORTS

- 13.1 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Provider under this Agreement that County requests to be kept as confidential shall not be made available to any individual or organization by the Provider without the prior written approval of County.

- 13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Provider in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 Confidentiality. Provider agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.3, Provider agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.
- 13.4 Public Records Act. The California Public Records Act (“CPRA”) requires County to disclose “public records” in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Provider or notify Provider of the request. If County determines its response to the request without notifying Provider, Provider shall hold County harmless for such determination. If County notifies Provider of the request, Provider may request that County withhold or redact records, responsive to the request by submitting to County a written request within five (5) business days after receipt of the County’s notice. Provider’s request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Provider’s request, County will review the request and at its sole discretion withhold and/or redact the records identified by Provider. Provider shall hold County harmless for County’s decision whether to withhold and/or redact pursuant to Provider’s written request. Provider further agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) arising out of County’s withholding and/or redacting of records pursuant to Provider’s request. Nothing in this section shall preclude Provider from bringing a “reverse CPRA action” to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.
- 13.5 Maintenance of Records. Provider shall maintain all records relating to its performance under this Agreement, including all records of costs charged to this Agreement, and shall make them available within San Diego County for a minimum of five (5) years from the ending date of this Agreement, or longer where required by funding source or while under dispute under the terms of this Agreement, unless County agrees in writing to an earlier disposition. Provider shall provide any requested records to County within two (2) business days of request.
- 13.6 Custody of Records. County, at its option, may take custody of Provider's client records upon Agreement, termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law. Said records shall be kept by County in an accessible location within San Diego County and shall be available to Provider for examination and inspection.
- 13.7 Audit Requirement.
- a) Provider shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual audit of its operations. Providers that expend \$750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI). Providers that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of \$750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Provider shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Provider, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor’s working papers that were part of the independent auditor’s audit of Provider. Provider shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Provider’s fiscal year end.

b) Provider shall immediately notify County Program Business Specialist upon learning that Provider's independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Provider's ability to continue as a going concern.

13.8 Reports. Provider shall submit reports required in Exhibit "B" and additional reports as may be requested by the County and agreed to by the Provider. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material provision of this Agreement, and Provider agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Provider shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Provider.

13.9 Evaluation Requirements. Provider shall participate as requested by the County in program evaluation activities and/or research studies designed to show the effectiveness and/or efficiency of Provider services and to demonstrate the impact of County projects. Provider shall work with and coordinate program evaluation with County staff so that Provider's data collection and reports will be in compliance with local and State reporting requirements. Provider shall collect and report data, using the tools and protocols identified by the County. Provider shall cooperate with County staff in the development of an evaluation framework and implementation plan that supports the County's Strategic Plan and its overall goals. Provider shall abide by all evaluation expectations and requirements as noted elsewhere in this Agreement, as well as in any County administrative documents relating specifically to evaluation.

13.9.1 Data System. Provider shall input the program, financial and outcome data specified by the County into its Contract Management and Evaluation Data System (CMEDS) at the intervals identified in this Agreement, but in no event less often than quarterly. Provider shall comply with any County administrative documents which includes CMEDS requirements and First 5 Commission of San Diego: Evaluation Roles and Responsibilities.

13.9.2 Reporting Schedule. Provider shall submit complete and accurate data and reports within thirty (30) days after the end of each reporting period, in accordance with the schedule outlined in this Agreement. End of the year reports shall be submitted no later than thirty (30) days after the end of the fiscal year. County may withhold payment if said data and reports are not received within forty-five (45) days following the end of the reporting period.

13.9.3 Privacy Notice. Provider shall provide clients with a Notice of Privacy Practices form in accordance with the process and per the requirements defined by the County for this Project noted in the Statement of Work as appropriate.

13.9.4 Confidentiality. Provider and County shall maintain the confidentiality of all records, including any hard copies, and/or electronic or computer based data, and/or audio and/or video recording. Records shall be handled and maintained in accordance with all applicable State and federal statutes and regulations relating to privacy and confidentiality, as well as with the County policies and Section 13.3.

#### **ARTICLE 14 PRIVACY STATEMENT**

Provider shall comply will all applicable laws pertaining to privacy and security of Protected Information and shall maintain the confidentiality

#### **ARTICLE 16 GENERAL PROVISIONS**

16.1 Assignment and Subcontracting. Provider shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of County, County's consent shall not be unreasonably withheld. The Provider shall make no agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the County.

16.2 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Provider and requests for proposals from County, are superseded.

16.3 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.

- 16.4 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.5 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- 16.6 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.7 Modification Waiver. No modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 16.8 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.9 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- 16.10 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Provider's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.
- 16.11 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.12 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.13 Time. Time is of the essence for each provision of this Agreement.
- 16.14 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.
- 16.15 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.16 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Provider. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.

- 16.17 Publicity Announcements and Materials. All public announcements, including those issued on Provider letterhead, and materials distributed to the community shall identify County and First 5 Commission of San Diego County as the funding source for contracted programs identified in this Agreement. All publicity materials shall comply with the standards provided in the Commission's Public Outreach Program Graphics Reproductions Standards. Copies of publicity materials related to contracted programs identified in this Agreement shall be submitted to and approved by Commission's Community Engagement Section for approval before publication or release. Provider shall advise County at least 48 hours in advance of all locally generated press releases and media events regarding contracted programs identified in this Agreement.
- 16.18 Critical Incidents. Provider shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threats of violence directed toward staff or clients; loss, theft, or unlawful accessing of confidential client, patient, or facility resident Personal Information (PI). Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug & Alcohol Use" while performing under this Agreement. Provider shall report all such incidents to the County within one business day of their occurrence. However, if this Agreement includes Article 14, Provider must adhere to the timelines and processes contained in Article 14.
- 16.19 Responsiveness to Community Concerns. Unless prohibited by applicable State or federal law, Provider shall notify County within one business day of receipt of any material complaints including, but not limited to, complaints referring to issues of abuse or quality of care, submitted to Provider orally or in writing, regarding the operation of Provider's services or facility under this Agreement. Provider shall take appropriate steps to acknowledge receipt of said complaint(s) from individuals or organizations. Provider shall take appropriate steps to utilize appropriate forums to address or resolve any such complaints received. Nothing in this provision shall be interpreted to preclude Provider from engaging in any legally authorized use of its facility, property or business as approved, permitted or licensed by the applicable authority.
- 16.20 Criminal Background Check Requirements. Provider shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant or volunteer in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. At a minimum, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website, and are required for any individuals identified above who will be providing services under this Agreement or who will be assigned to sensitive positions funded by this Agreement. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Provider must also adhere to requirements contained in Article 14.
- Provider shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients. Provider shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section.
- 16.20.1 Provider shall utilize a subsequent arrest notification service during the term of this Agreement for any individual required to undergo the Criminal Background Check process described in 16.20.
- 16.20.2 Provider shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 13.5 "Maintenance of Records."
- 16.20.3 Definitions
- A. Activities of Daily Living: The basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.
  - B. Minor: Individuals under the age of eighteen (18) years old.
  - C. Sensitive Position: A job with responsibilities that can be criminally abused at great harm to the Agreement or the clients served. All positions that (1) physically supervise minors or vulnerable adults, (2) have unsupervised physical contact with minors or vulnerable adults, or (3) have fiduciary responsibility to a County client or direct access to, or control over client bank accounts, or serve in a financial capacity to the County client.
  - D. Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity which may put them at risk of abuse during service provision because it renders them unable to make decisions for

themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them.

E. Volunteer: A person who performs a service willingly and without pay.

16.21 Notification of Key Personnel Changes. Provider shall notify the County in writing within 72 hours of a change of key personnel funded under this Agreement. Key personnel include personnel who provide direct services, management oversight, or any combination of these duties. Provider shall also notify County in writing within 72 hours of when a subcontractor is changed. Upon reasonable cause, County shall have the right to reject any change in key personnel or a new subcontractor (direct services or management staff), funded under this Agreement.

16.22 Coordinated Services.

16.22.1 Provider shall coordinate services with other County funded programs and initiatives.

16.22.2 Providers providing direct services to the public shall ask if the client and any minor(s) for whom they are responsible have health insurance coverage. If the response is “no” for client or minor(s), the Provider shall refer the client to covered California at <https://www.coveredca.com> or call 1-800-300-1506.

16.23 Equipment Retention. Provider shall be entitled to retain ownership of any equipment or computers identified in the approved budget at the end of the Agreement Term under the condition that the equipment will continue to be used to serve children ages 0 – 5 and their families. Equipment must be in the budget and meet the definition of minor equipment – less than \$5,000 for a single item.

16.24 Survival. The following sections or articles of this Agreement shall survive the expiration or earlier termination of the Agreement: Sections 8.1, 8.13, 8.14, 8.16, 8.21, 10.1, 11.1, and 11.4, and articles 7 and 13.

**San Diego County Superintendent of Schools  
Agreement with San Ysidro School District  
For Quality Preschool Initiative Services  
Exhibit "D": Pinwheel Use  
Attachment 1: Pinwheel Limited Use Agreement**

I acknowledge that SDCOE will accept no liability if my Agency uses Pinwheel data fields that do not pertain to this Agreement as the required data fields necessary to meet Quality Preschool Initiative reporting requirements, as specified in Exhibit B: Provider Scope of Work and Exhibit B, Attachment 1: 2018-19 QPI Data Reporting Requirements.

I acknowledge that QPI funds are used to provide access to the Agency for the use of Pinwheel, and this access is limited only to the QPI required data fields. The Agency will accept all liability if other data fields are used.

\_\_\_\_\_  
Signature

Gina A. Potter, Superintendent

\_\_\_\_\_  
Print Name & Title

June 14, 2018

\_\_\_\_\_  
Date

**San Diego County Superintendent of Schools  
Agreement with San Ysidro School District  
For Quality Preschool Initiative Services  
Exhibit "D": Pinwheel Use  
Attachment 2: Documentation of Pinwheel Compliance with AB1584**

**This packet should be reviewed and maintained by the subcontracting agency.**

Early Quality Systems has provided this information packet as proof of compliance with California AB 1584 to San Diego County Office of Education with regard to data use and storage in Pinwheel.

## **Early Quality Systems End of Contract data transfer process**

Early Quality Systems provides extensive data export capabilities allowing the export of all Pinwheel data to its customer at any time. This process may be executed at the end of contract period or at any time desired.

Contract data may be downloaded by following these steps

- Customer should first ensure that browser downloads of Pinwheel data go to a secure download environment at SDCOE
  - all Pinwheel downloads are done via SSL
  - browser should be set to download on a secure/encrypted drive
- Download all data by following these steps
  - In Pinwheel Log on as admin user
  - from main menu go to exports page
  - for each data item select item type (radio button) and then select export
  - each export file will be downloaded as an excel file
- Alternatively
  - log on as statistical analysis user
  - create workspace
  - select all data files in Pinwheel
  - download all Pinwheel files using links on Statistical Analysis Data Files
  - each export file will be downloaded as a CSV file

## **Early Quality Systems FERPA Policy**

The Family Educational Rights and Privacy Act, known as FERPA, protects the privacy interests of students in their education records. It controls the disclosure of a student's personally identifiable information from education records without the consent of the parent or eligible student. As part of Early Quality Systems, LLC. (EQS) Student Information System and Program Management System, agencies, and funders enter personally identifiable information about their infant, toddler, and preschool students into the Pinwheel website (Pinwheel).

EQS, through Pinwheel, supplies capabilities for the agencies and funders to use the personally identifiable information in the context of a Student Information System and Program Management System. EQS has no direct use of the personally identifiable information. The agreements between the funder and EQS meet the requirements for the consent requirement for the release of student records.

- EQS agrees to only use the personally identifiable student information supplied by the agencies and funder for the specified purposes and to return or delete the personally identifiable information when the funder is no longer under contract with the EQS; in this way, the data owner retains control over its data as required under FERPA.
- As required under FERPA, notation is made on the student's record that their data is shared with the agency they are enrolled in and the funder; individual students have a right to request the identity of any organization with which their enrollment information was shared.
- The EQS does not data-mine or commercialize information held for agencies or the funder and it does not collect any information directly from students or their parents.

## Early Quality Systems HIPAA Compliance

Ensuring that our customers' data is safe, secure and always available to them is one of our top priorities. For customers who are subject to the requirements of the Health Insurance Portability and Accountability Act (HIPAA), Early Quality Systems (EQS) web-based applications (Apps) support HIPAA compliance.

Under HIPAA, certain information about a person's health or health care services is classified as Protected Health Information (PHI). EQS customers who are subject to HIPAA and wish to use EQS Apps with PHI should execute an Agreement with EQS indicating this requirement.

Administrators for EQS Apps can request an Agreement before using EQS services with PHI.

EQS customers are responsible for determining whether they are subject to HIPAA requirements and whether they use or intend to use EQS services in connection with PHI. Customers who have not entered into an Agreement with EQS should not use EQS services in connection with PHI.

EQS complies with HIPAA security requirements; Please note that EQS is not a *Covered Entity* such as:

- a health care provider that conducts certain transactions in electronic form.
- a health care clearinghouse.
- a **health** plan.

EQS employs the following physical and technical safeguards:

- **Physical safeguards** include limited facility access and control, with authorized access in place. All co-location entities, or companies used by EQS are HIPAA compliant, and have policies about use and access to workstations and electronic media.
- **Technical safeguards** with access control to allow only the authorized to access electronic protected health data. Access control includes using unique user IDs, Whitelist IP address restricted access to protected health data, an emergency access procedure, automatic log off and encryption and decryption.
- Audit reports, or tracking logs, are implemented to keep records of activity on hardware and software. This is especially useful to pinpoint the source or cause of any security violations.
- **EQS Technical policies** also cover integrity controls, or measures put in place to confirm that PHI hasn't been altered or destroyed. IT disaster recovery and offsite backup are employed to ensure that any electronic media errors or failures can be quickly remedied and PHI can be recovered accurately and intact.
- **Network, or transmission, security** is used as a technical safeguard (required of HIPAA compliant hosts) to protect against unauthorized public access of PHI. This concerns all methods of transmitting data. EQS uses secure VPN to communicate with its systems and provides and requires the use of SSL for authorized user access.
- **Unique User Identification:** Assigns a unique name and/or number for identifying and tracking user identity.
- **Emergency Access:** Has procedures for obtaining necessary electronic protected health information during an emergency.
- **Automatic Logoff:** Has electronic procedures that terminate an electronic session after a predetermined time of inactivity.
- **Encryption and Decryption:** Has a mechanism to encrypt and decrypt electronic protected health information when deemed appropriate.
- **Audit Controls:** Has hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic protected health information.

- **PHI Integrity:** Has policies and procedures to Protect electronic protected health information from improper alteration or destruction.
- **Authentication:** Has procedures to verify that a person or entity seeking access to electronic protected health information is the one claimed.
- **Transmission Security:** Has technical security measures to guard against unauthorized access to electronic protected health information that is transmitted over an electronic communications network.

EQS employs the following Administrative practices:

- **Risk Analysis:** Performs and documents a risk analysis to see where PHI is being used and stored and to determine what all possible ways HIPAA could be violated are
- **Risk Management:** Implements measures sufficient to reduce these risks to an appropriate level.
- **Information Systems Activity Reviews:** Regularly reviews system activity, logs, audit trails, etc.
- **Officers:** Designates a HIPAA Security and Privacy Officer
- **Employee Oversight:** Implements procedures to authorize and supervise employees who work with PHI, and for granting and removing PHI access to employees. Ensure that an employee's access to PHI ends with termination of employment.
- **Multiple Organizations:** Ensures that PHI is not accessed by parent or partner organizations or subcontractors that are not authorized for access.
- **PHI Access:** Implements procedures for granting access to PHI and which document access to PHI or to services and systems which grant access to PHI.
- **Security Reminders:** Periodically sends updates and reminders of security and privacy policies to employees.
- **Protection against Malware:** Has procedures for guarding against, detecting, and reporting malicious software.
- **Login Monitoring:** Institutes monitoring of logins to systems and reporting of discrepancies.
- **Password Management:** Ensures there are procedures for creating, changing, and protecting passwords.
- **Response and Reporting:** Implements policies to identify, document, and respond to security incidents.
- **Contingency Plans:** Ensures there are accessible backups of PHI and that there are procedures for restore any lost data.
- **Contingency Plans Updates and Analysis:** Has procedures for periodic testing and revision of contingency plans. Assess the relative criticality of specific applications and data in support of other contingency plan components.
- **Emergency Mode:** Establishes (and implement as needed) procedures to enable continuation of critical business processes for protection of the security of electronic protected health information while operating in emergency mode.
- **Evaluations:** Performs periodic evaluations to see if any changes in your business or the law require changes to your HIPAA compliance procedures.
- **Business Associate Agreements:** Has special contracts with business partners who will have access to PHI to ensure that they will be compliant. Chooses partners that have similar agreements with any of their partners to which they are also extending access.

EQS HIPAA Physical Requirements

- **Contingency Operations:** Establishes (and implement as needed) procedures that allow facility access in support of restoration of lost data under the disaster recovery plan and emergency mode operations plan in the event of an emergency.
- **Facility Security:** Implements policies and procedures to safeguard the facility and the equipment therein from unauthorized physical access, tampering, and theft.

- **Access Control and Validation:** Implements procedures to control and validate a person's access to facilities based on their role or function, including visitor control, and control of access to software programs for testing and revision.
- **Maintenance Records:** Implements policies and procedures to document repairs and modifications to the physical components of a facility which are related to security
- **Workstations:** Implements policies governing what software can/must be run and how it should be configured on systems that provide access PHI. Safeguards all workstations providing access to PHI and restricts access to authorized users.
- **Devices and Media Disposal and Re-use:** Has procedures for the secure final disposal of media that contain PHI and for the reuse of devices and media that could have been used for PHI.
- **Media Movement:** Records movements of hardware and media associated with PHI storage. Create a retrievable, exact copy of electronic protected health information, when needed, before movement of equipment.

## Early Quality Systems Unauthorized Disclosure of Pupil Record Data Action Plan

When an unauthorized disclosure of pupil record data has occurred (breach) the following steps shall be taken by the Early Quality Systems (EQS) Program Coordinator:

- Validate the data breach
  - Do not assume that every identified incident is actually a breach of PII.
  - Examine the initial information and available logs to confirm that a breach has occurred.
  - If possible, identify the type of information disclosed and estimate the method of disclosure (internal/external disclosure, malicious attack, or accidental).
- Begin breach response documentation and reporting process.
  - Coordinate the flow of information to Client
- Include representatives from EQS and Client management, information technology, legal, public affairs media relations, risk management, finance, and audit departments (and possibly HR, for internal incidents) in the incident response team.
- Immediately determine the status of the breach (on-going, active, or post breach).
- If the breach is active or on-going, take action to prevent further data loss by securing and blocking unauthorized access to systems/data and preserve evidence for investigation.
- Document all mitigation efforts for later analysis.
- Advise staff who are informed of the breach to keep breach details in confidence until notified otherwise.
- If criminal activity is suspected, notify law enforcement and follow any applicable federal, State, or local legal requirements relating to the notification of law enforcement. (The decision to involve outside entities, including law enforcement, should generally be made in consultation with executive leadership and legal counsel.)
- Identify all affected data, machines, and devices.
- Conduct interviews with key personnel and document facts (if criminal activity is suspected,
  - Coordinate these interviews with law enforcement).
- When possible, preserve evidence (backups, images, hardware, etc.) for later forensic examination.
- Locate, obtain, and preserve (when possible) all written and electronic logs and records applicable to the breach for examination.
- Reach out to data owners as soon as possible to notify them about the breach.
  - Foster a cooperative relationship between the incident response team and data owners.
  - Work collaboratively with data owners to secure sensitive data, mitigate the damage that may arise from the breach, and determine the root cause(s) of the breach to devise mitigating strategies and prevent future occurrences.

## **Early Quality Systems Information Security Program**

### **Program Objectives**

The objectives of this Information Security Program (“Program”) are as follows:

Insure the security and confidentiality of the Early Quality System’s customer information. Protect against any anticipated threats or hazards to the security and/or integrity of the Early Quality System’s customer information.

Protect against unauthorized access to or use of the Early Quality System’s customer information that could result in substantial harm or inconvenience to any customer.

For purposes of the Program, “customer information” means any information about a customer of the Early Quality System, or information the Early Quality System receives about the customer of another financial institution that can be directly or indirectly attributed to the customer.

This Program, in and of itself, does not create a contract between the Early Quality System and any person or entity.

### **Program Coordinator(s)**

This Program and the safeguards it contemplates shall be implemented and maintained by an employee or employees (“Program Coordinator”) designated by the Early Quality System. The Program Coordinator shall design, implement and maintain new safeguards as he or she determines to be necessary from time to time. The Program Coordinator shall report to the Early Quality System president. The Program Coordinator may delegate or outsource the performance of any function under the Information Security Program as he or she deems necessary from time to time.

In the event the Program Coordinator leaves the employment of the Early Quality System, the Early Quality System president shall take over the responsibilities of the Program Coordinator until a new Program Coordinator is designate.

### **Risk Assessment**

The Program Coordinator shall conduct a risk assessment to identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of customer information that could result in its unauthorized disclosure, misuse, alteration, destruction or other compromise, and assess the sufficiency of any safeguards in place to control these risks.

The risk assessment shall cover all relevant areas of the Early Quality System’s operations, as determined by the Program Coordinator. At a minimum, the risk assessment shall cover the following:

- Employee training and management;
- Information systems, including network and software design, as well as
- Information processing, storage, transmission and disposal; and
- Detecting, preventing and responding to attacks, intrusions or other systems failures.

Once the Program Coordinator has identified the reasonably foreseeable risks to the Early Quality System’s customer information, the Program Coordinator will determine whether the Early Quality System’s current policies and procedures in these areas sufficiently mitigate the potential risks identified. If not, the Program Coordinator shall design new policies and procedures that meet the objectives of the Program. Final policies and procedures that meet the objectives of the Program shall be made part of the Program.

### **Audit**

The Program Coordinator shall regularly test or audit the effectiveness of the Early Quality System's safeguards' key controls, systems, and procedures, to ensure that all safeguards implemented as a result of the risk assessment are effective to control the risks identified in the risk assessment. The Program Coordinator shall revise current safeguards and/or implement new safeguards as necessary to ensure the continued viability of the Program.

### **Overseeing Service Providers**

The Program Coordinator shall be responsible for overseeing the Early Quality System's service providers who handle or have access to customer information. The Program Coordinator shall take reasonable steps to select and retain service providers that are capable of maintaining safeguards to protect the specific customer information handled or accessed by each service provider that are consistent with the level of safeguards employed by the Early Quality System for such information.

The Program Coordinator shall review and approve each service provider contract prior to its execution by the Early Quality System to ensure that each contract contains appropriate obligations of the service provider to comply with the Early Quality System's safeguarding requirements.

### **Periodic Reevaluation of the Program**

The Program Coordinator shall reevaluate and modify the Program from time to time as the Program Coordinator deems appropriate. The Program Coordinator shall base such reevaluation and modification on the following:

- The results of the Program Coordinator's testing and monitoring efforts;
- Any material changes to the Early Quality System's operations, business or information technology arrangements; or
- Any other circumstances that the Program Coordinator knows, or has reason to know, may have a material impact of the Program.

In order to assist the Program Coordinator in the regard, the Early Quality System shall keep the Program Coordinator apprised of the nature and extent of all third party relationships and any operational changes or other matters that may impact the security or integrity of the Early Quality System's customer information.

### **Information Security Policies and Procedures - Employee Training and Management**

In keeping with the objectives of the Program, the Early Quality System shall implement, maintain and enforce the following employee management and training safeguards:

1. All employees and independent contractors are responsible for complying with the Early Quality System's Program.
2. The Early Quality System will check references of each potential employee prior to the commencement of the applicant's employment.
3. The Early Quality System will obtain a consumer report and criminal background check of each applicant prior to the commencement of the applicant's employment.
4. All offers of employment shall be subject to satisfactory references and consumer/criminal report investigations.
5. All new employees, and independent contractors who perform services in the Early Quality System, that have access to customer information will participate in the Early Quality System's information security training. Each person shall sign and acknowledge his or her agreement to abide by the Early Quality System's Program. Training will recur at least once each year, or sooner, as determined by Early Quality System management and as required by changes to the Program.

6. Such training program shall include, at a minimum, basic steps to maintain the security, confidentiality and integrity of customer information, such as:
  - Identifying for employees and independent contractors the types of customer information subject to protection under the Information Security Program.
  - Locking rooms and file cabinets where paper records are kept.
  - Using password-activated computer software, systems, applications or
  - Terminals or an automatic log-off function that terminates access after a short period of inactivity.
  - Using strong passwords (at least eight characters long and alpha-numeric).
  - Changing passwords periodically, and maintaining the security of passwords.
  - Sending electronic information over secure channels only.
  - Appropriately disposing of paper and electronic records.
  - Other training as determined appropriate by management from time to time.
7. The Early Quality System will take appropriate steps to encourage awareness of, and compliance with the Program.
8. All employees and independent contractors will be permitted to access customer information on a "need-to-know" basis as determined by Early Quality System management.
9. Personnel shall not be permitted to access, use or reproduce customer information, whether electronic or non-electronic, for their own use or for any use not authorized by the Early Quality System.
10. All persons who fail to comply with the Early Quality System's Program shall be subject to disciplinary measures, up to and including termination of employment for employees or contract termination for independent contractors that perform services with the Early Quality System. This remedy shall be expressly provided for in Dealer's agreements with such independent contractors.

### **Information Security Policies and Procedures - Information Systems**

In keeping with the objectives of the Program, the Early Quality System shall implement, maintain and enforce the following information systems safeguards:

1. All records containing customer information shall be stored and maintained in a secure area.
  - Paper records shall be stored in a room, cabinet, or other container that is locked when unattended. The Program Coordinator shall control access to such areas.
  - All storage areas shall be protected against destruction or potential damage from physical hazards, like fire or floods.
  - Electronic customer information shall be stored on secure servers. Access to such information shall be password controlled, and the Program Coordinator shall control access to such servers.
  - Customer information consisting of financial or other similar information (e.g., social security numbers, etc.) shall not be stored on any computer system with a direct Internet connection.
  - All customer information shall be backed up on a daily basis. Such back up data shall be stored in a secure location as determined by the Program Coordinator.
2. All electronic transmissions of customer information, whether inbound or outbound, shall be performed on a secure basis.
  - Inbound credit card information, credit applications, or other sensitive financial data transmitted to the Early Quality System directly from consumers shall use a secure connection, such as a Secure Sockets Layer (SSL) or other currently accepted standard, so that the security of such information is protected in transit. Such secure transmissions shall be automatic.
  - Consumers shall be advised against transmitting sensitive data, like account numbers, via electronic mail.
  - Early Quality Systems shall require by contract that inbound transmissions of customer information delivered to the Early Quality System via other sources be encrypted or otherwise secured.

- All outbound transmissions of customer information shall be secured in a manner acceptable to the Program Coordinator.
  - To the extent sensitive data must be transmitted to the Early Quality System by electronic mail, such transmissions shall be password controlled or otherwise protected from theft or unauthorized access at the discretion of the Program Coordinator.
  - The Program Coordinator shall review all vendor applications to ensure an appropriate level of security both within the Early Quality System and with the Early Quality System's business partner and vendors.
3. Information stored on portable communications equipment, e.g. laptops, PDA's or other portable devices, shall be encrypted.
  4. All paper transmissions of customer information by the Early Quality System shall be performed on a secure basis.
    - Sensitive customer information shall be properly secured at all times.
    - Customer information delivered by the Early Quality System to third parties shall be kept sealed at all times.
    - Paper-based customer information shall not be left unattended at any time it is in an unsecured area.
  5. All customer information shall be disposed of in a secure manner.
    - The Program Coordinator shall supervise the disposal of all records containing customer information.
    - Paper based customer information shall be shredded and stored in a secure area until a disposal or recycling service picks it up. All hard drives, diskette, magnetic tapes, or any other electronic media containing customer information shall be erased and/or destroyed prior to disposing of computers or other hardware.
    - All hardware shall be effectively destroyed.
    - All customer information shall be disposed of in a secure manner after any applicable retention period.
  6. The Program Coordinator shall maintain an inventory of Early Quality System computers, including any handheld devices or PDAs, on or through which customer information may be stored, accessed or transmitted.
  7. The Program Coordinator shall develop and maintain appropriate oversight or audit procedures to detect the improper disclosure or theft of customer information.

## **Information Security Policies and Procedures – Detecting, Preventing and Responding to Attacks, Intrusions or Other Systems Failures**

In keeping with the objectives of the Program, the Early Quality System shall implement, maintain and enforce the following attack and intrusion safeguards:

1. The Program Coordinator shall ensure the Early Quality System has adequate procedures to address any breaches of the Early Quality System's information safeguards that would materially impact the confidentiality and security of customer information.
2. The procedures shall address the appropriate response to specific types of breaches, including hackers, general security compromises, denial of access to databases and computer systems, etc.
3. The Program Coordinator shall utilize and maintain a working knowledge of widely available technology for the protection of customer information.
4. The Program Coordinator shall communicate with the Early Quality System's computer vendors from time to time to ensure that the Early Quality System has installed the most recent patches that resolve software vulnerabilities.
5. The Early Quality System shall utilize anti-virus software that updates automatically.
6. The Early Quality System shall maintain up-to-date firewalls.
7. The Program Coordinator shall manage the Early Quality System's information security tools for employees and pass along updates about any security risks or breaches.
8. The Program Coordinator shall establish procedures to preserve the security, confidentiality and integrity of customer information in the event of a computer or other technological failure.
9. The Program Coordinator shall ensure that access to customer information is granted only to legitimate and valid users.
10. The Program Coordinator shall notify customers promptly if their customer information is subject to loss, damage or unauthorized access.

### **Continuity of Operations Plan (COOP)**

Provide for and restore access to critical data resources required by Early Quality Systems to carry out service delivery operations. Data resources include but are not limited to email; contents of all shared network file storage; Websites, databases and any other data resources deemed to be critical to restoring operations. Providing access to these resources in the event of displacement/relocation will require the commensurate hardware, software, and facility infrastructure to allow for access to the data.

Vital records and databases identified as critical to supporting mission-essential functions, both paper and electronic, have been identified and will be maintained, updated, and stored in secure offsite locations. In addition, procedures will be developed to ensure that records are maintained and updated regularly. Procedures will also identify how emergency operating records will be made available to qualified personnel and will ensure backup for legal and financial records. Identified below are different categories of vital records:

- Vital records essential to the continued functioning or reconstitution of an organization during and after an emergency in a secure offsite location:
  - Emergency plans and directives
  - Records of a policy or procedural nature that provide staff with guidance and information or resources necessary for conducting operations during any emergency and for resuming normal operations at its conclusion
- Vital records critical to carrying out an organization's essential legal and financial functions and activities:
  - Accounts receivable
  - Contracting and acquisition files
  - Official personnel files
  - Payroll
  - Property management and inventory records

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Disaster which involves information security or data loss shall be handled by the following procedures:

- Program Coordinator shall immediately assess nature of breach and best recovery option
- Program Coordinator shall immediately inform Early Quality Systems president
- Early Quality System's president shall inform all affected customers of nature and severity of breach and recovery plans in a timely fashion
- Early Quality System's president shall inform appropriate insurance company if breach has material financial consequences in a timely fashion

## **Early Quality Systems Removal of Pupil Record Data**

At the end of contract or upon request of Client Early Quality Systems (EQS) will follow the following procedures from removal of pupil record data from its systems

- These procedures are to be undertaken by EQS Program Manager and Technical manager
- Program Manager inform Client of timeline for data removal and ensure that Client has retrieved all information before removal
- When Client has ensured EQS Program Manager that data has retrieved all desired information, Program Manager informs Technical Manager to perform removal of Pupil Record Data.
- EQS Technical Manager will use HIPAA, SOX, PCI compliant drive wipe/erasure software to eliminate all data on drive used to store Pupil Record Data.
- EQS Technical Manager will maintain log of erasures and report erasures to EQS Program Manager.
- EQS Program Manager will inform Client of removal of Pupil Record Data.

**San Diego County Superintendent of Schools  
Agreement with San Ysidro School District  
For Quality Preschool Initiative Services  
Exhibit "D": Pinwheel Use**

**Attachment 3: Subcontractor End User Agreement Terms of Use: Privacy Policy and User Agreement for Use of "Pinwheel"**

**Subcontractor End User Agreement  
TERMS OF USE: PRIVACY POLICY AND USER AGREEMENT  
FOR USE OF "PINWHEEL"**

(A third-party software system utilized in the implementation of the California Quality Rating and Improvement Grant)

YOU ARE REQUIRED TO READ AND ACCEPT THESE TERMS AND CONDITIONS AS A REQUIREMENT OF YOUR CONTRACT.

Before using Pinwheel, please read this Privacy Policy and the Terms of Use for the Pinwheel Site carefully. By using Pinwheel and its services, you acknowledge that you understand, accept and agree to the terms of this Privacy Policy and the Terms of Use for Pinwheel. If you have any questions concerning this Privacy Policy or the Terms of Use for Pinwheel, please contact the San Diego County Office of Education's Early Education Unit.

**Introduction**

Early Quality Systems, Inc. (EQS) is under contract with the San Diego County Office of Education (SDCOE) to provide a web-based Quality Rating and Improvement System (QRIS) data collection and program management system (Pinwheel) for use by designated Preschool Agencies, SDCOE staff, and selected sub-contractors. SDCOE contracts with EQS to provide the Pinwheel Site pursuant to agreed specifications. Some features of the Pinwheel Site may not be accessible to all users. This Privacy Policy explains SDCOE's privacy policy with respect to the personally-identifiable data collected through the Pinwheel Site.

**Purpose of Pinwheel**

Pinwheel is a program management and reporting system with features designed for use by a wide variety of early education stakeholders, including preschool teachers and other staff at preschool sites, funders, independent assessors, and professional development coaches. Some features of Pinwheel are designed for and available only to the preschool providers and their authorized staff ("Educators"). Other features of Pinwheel are designed for SDCOE staff and selected sub-contractors.

**Terms of Use and Privacy Policy**

**Information Use or Disclosure**

Named sub-contractor will not share with, or disclose to, third parties, the names of users, staff, students or other personally identifiable information collected through or in connection with the Pinwheel Site.

**Security and Confidentiality**

Subject to the other provisions of this Privacy Policy and contractual obligations, named sub-contractor will take reasonable steps to maintain the confidentiality of all personal information and student records collected and managed through the Pinwheel Site.

**FERPA Assurances**

When an unauthorized disclosure of pupil record data has been disclosed, named sub-contractor shall immediately notify SDCOE's Early Education Unit Executive Director.

User information and access to the Pinwheel Site is password protected for the privacy and protection of student personal and student assessment data. Educators, and selected sub-contractors of SDCOE are mandated by the Family Education Rights and Privacy Act (FERPA) to keep all user information and passwords confidential. If storage of this information is required, it is required that it be kept in a secure location. To protect data, users should always logoff when exiting the Pinwheel Site and not divulge or share user identification or passwords with anyone.

The sub-contractor is entirely responsible for maintaining the confidentiality of Pinwheel passwords and account information of all/any employees designated as Pinwheel users. Furthermore, as a sub-contractor, the agency is entirely responsible for any and all activities which occur under its account. The account holders agree to indemnify, defend and hold harmless SDCOE for any liability or expense arising from such use or misuse. Sub-contractor agrees to notify SDCOE's Early Education Unit Executive Director of any unauthorized use of the account or any other breach of security known to the sub-contractor.

**Restrictions on use of materials**

Personally identifiable information, or materials found on the Pinwheel Site may not be disclosed to any unauthorized third party, or used for any purpose not authorized by the functions/duties of the sub-contractor contracted with SDCOE. No data or material from the Site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way that is not authorized by these Terms and Conditions of Use or SDCOE.

**Limitation of Liability**

Under no circumstances, including, but not limited to, negligence, shall SDCOE be liable to you or any party for any direct, indirect, special, or consequential damages that result from the use of, or inability to use, this web site. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In addition, nothing in these terms and conditions is intended to waive or limit the sovereign immunity of SDCOE.

**Termination**

You may terminate your use of the Pinwheel Site at any time by ceasing to use the Pinwheel Site. Your use of the Pinwheel Site may also be terminated immediately by SDCOE if in SDCOE or EQS's sole determination you fail to comply with any term or provision of these terms and conditions.

**Privacy**

Users of the Pinwheel Site must review and uphold the terms of the Privacy Policy found on the Pinwheel Site. This Privacy Policy and the Terms of Use for the Pinwheel Site may be revised from time to time through an updated posting. You should, therefore, check both this Privacy Policy and the Terms of Use periodically. Revisions are effective upon posting and your continued use of the Pinwheel Site following the posting of such revisions will indicate your acceptance of such revisions.

**End User Agreement**

This End User Agreement shall be reviewed and executed by SDCOE and any Authorized Users designated by SDCOE as a sub-contractor to use the Pinwheel Site. Execution of the End User Agreement evidences the user's intent to be bound by the Terms of Use, Privacy Policy and End User Agreement.

SDCOE shall retain copies of executed End User Agreements. SDCOE agrees to use its best efforts to ensure that the Authorized Users use the Pinwheel site in accordance to the Terms of Use.

**THE UNDERSIGNED HAS CAREFULLY READ THE TERMS OF USE AND PRIVACY POLICY APPLICABLE TO THE PINWHEEL SITE, AS SET FORTH ABOVE, AND AGREES TO BE BOUND BY SUCH TERMS, CONDITIONS AND POLICIES.**

\_\_\_\_\_  
Signature

Gina A. Potter, Superintendent  
\_\_\_\_\_  
Print Name & Title

June 14, 2018  
\_\_\_\_\_  
Date

**San Diego County Superintendent of Schools  
Agreement with San Ysidro School District  
For Quality Preschool Initiative Services  
Exhibit "E": Quality Preschool Initiative Reimbursement System**

Child Development Associates (CDA) has been designated as the QPI reimbursement agency. Each Agency must have the following documentation on file with CDA. New agencies will be required to sign and return the following documentation to CDA no later than September 30, 2018 (documents will be sent to each agency directly from CDA):

- CDA QPI Reimbursement Agreement
- Direct Deposit Participation Agreement
- Authorization Agreement for Direct Deposit (attach a voided check)
- IRS form W-9
- Verification of Tin number or copy of Social Security Card

**CDA Contact Info:**

Linda Marvin-Livermore  
QPI Program Supervisor  
Child Development Associates, Inc.  
Office (619) 427-4411 Ext. 220  
Fax (619) 205-6299  
[lm Marvin@cda sandiego.com](mailto:lm Marvin@cda sandiego.com)

**Note:**

- Reimbursement funds to the Agency may be suspended at any point during the program year when violations to the contract occur.
- Estimated Not-to-Exceed (NTE) amounts are included as attachment 1 to this Exhibit.

**San Diego County Superintendent of Schools  
Agreement with San Ysidro School District  
For Quality Preschool Initiative Services**

**Exhibit "E": Quality Preschool Initiative Reimbursement System  
Attachment 1: NTE Estimate, 2018-19**

## 2018-19 QPI Preliminary Not-to-Exceed (NTE) Report

The reimbursement amounts below reflect the June 2017 Site Tier Ratings. It is a Preliminary Not-To-Exceed (NTE) Report, to be used for projecting purposes only. Actual reimbursement will be based upon certified data in Pinwheel. Certification takes place on or about November 1, 2018, after which a Certified NTE Report will be provided, based on the number of sessions participating in FY2018-19 and each site's tier rating established in June 2018.

May 9, 2018

Agency Name	Site Name	Session	Tier	QPI Total (CSPP + First 5)
San Ysidro School District	Ocean View Hills	SE128	4	\$7,100
San Ysidro School District	Smythe Elementary	SE114	4	\$7,100
San Ysidro School District	Smythe Elementary	SE1161	4	\$7,100
San Ysidro School District	Smythe Elementary	SE118	4	\$7,100
San Ysidro School District	Smythe Elementary	SE121	4	\$7,100
San Ysidro School District	Smythe Elementary	SE310	4	\$7,100
San Ysidro School District	Smythe Elementary	SE631	4	\$7,100
San Ysidro School District	Sunset Elementary	SE1162	4	\$7,100
San Ysidro School District	Sunset Elementary	SE1164	4	\$7,100
San Ysidro School District	Sunset Elementary	SE1166	4	\$7,100
San Ysidro School District	Sunset Elementary	SE122	4	\$7,100
San Ysidro School District	Sunset Elementary	SE129	4	\$7,100
<b>San Ysidro School District Total</b>				<b>\$85,200</b>

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Educational Services  
Manuela Colom, Executive Director

**INITIAL:** *MS*  
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH SAN DIEGO OUTLETS AT THE BORDER

**BACKGROUND INFORMATION:**

San Ysidro School District's administrative staff will be conducting a 2-day retreat to prepare, review and finalize action items for school year 2018-19. The administrative retreat was originally scheduled for June 28-29, 2018, but due to scheduling conflicts it was rescheduled to July 30-31, 2018. San Diego Outlets at the Border will be hosting the retreat.

**RECOMMENDATION:**

Approve/Ratify the agreement with San Diego Outlets at the Border for use of their facilities on July 30 and July 31, 2018 at no cost to the District.

**LCAP GOAL AND ACTION/SERVICE (please indicate):**

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Ratify <input type="checkbox"/> Other	Business Services Reviewed: <i>ms</i>	
Financial Implications? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Are funds for this item available in the 2017-2018 Budget? <input type="checkbox"/> Yes <input type="checkbox"/> No	Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<div style="border: 1px solid black; padding: 2px; text-align: center;">N/A</div> (Amount)	<div style="border: 1px solid black; padding: 2px; text-align: center;">N/A</div> (Name of funding source and/or location)	<div style="border: 1px solid black; padding: 2px; text-align: center;"> </div> (Funding account number)

Recommended for:  Approval     Denial    Certification Requested  Yes     No  
**Superintendent's Office Certification:**

*Gina A. Potter*

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Gina A. Potter, Ed.D.  
Superintendent

**ONE-DAY LICENCE USE AGREEMENT**

Agreement dated this 2 day of May, 2018, by and between Shamrock/Outlets at the Border, LLC, doing business as San Diego Outlets at the Border, hereinafter referred to as "Outlets at the Border", and San Ysidro School District, hereinafter referred to as "licensee". In consideration of the rents, fees or other to be made by the Licensee and the mutual covenants and agreements between Outlets at the Border and Licensee hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by Licensee, the parties hereto agree as follows:

**RECITALS**

Outlets at the Border believes it is in its best interest as well as the best interest of the public to control and regulate sales areas, common areas, meeting rooms and the parking lots of Outlets at the Border. Licensee has requested permission to conduct certain activities as explicitly set forth below, at Outlets at the Border.

**IT IS AGREED**

1) Licensee is hereby granted permission to use the "Connect Lounge" as follows:

Outlets at the Border hereby grants a limited and revocable license (the "License") to the Licensee to use the Connect Lounge, Space #131 (the "Space") on the Event Date & during the hours specified under this agreement.

**Event:** The Licensee shall hold the following Event: San Ysidro School District Training (the "Event") on the 28-29 day of June, 2018 (the "Event Date"), between 8:00 am and 5:00 pm.

Licensee is authorized to use the Space to hold the Event, and for no other purpose.

**Fees:** Licensee shall pay to Outlets at the Border a total fee of \$ 0 (the "Fee"), for the use of the Space.

**Security Deposit:** Licensee shall pay to Outlets at the Border a security deposit of \$ 0 (the "Deposit"), upon the execution of this Agreement.

**Space Specifications:** Outlets at the Border grants to Licensee the following amenities at the Space:

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2) The term of the license granted hereby shall commence on 06-28, 2018 at 8:00 and terminate 06-29, 2018 at 5:00 PM. Licensee shall have reasonable time immediately preceding and following said term to prepare for the licensed activities and to restore the Licensed Area to the condition required by Paragraph 8 hereof. Licensee has permission to conduct its activities during the times set for the above in Item 1.

3) Licensee acknowledges that it enters into the License Agreement with full knowledge of the condition of the Licensed Area, assumes the sole and entire responsibility for (i) any loss of life or personal injury, and (ii) any damage to real and personal property caused by the acts or omissions of the Licensee, employees, or agents conducting the activity above. Licensee agrees to indemnify Outlets at the Border and to save harmless, Shamrock/Outlets at the Border, LLC and the merchants of Outlets at the Border in regard to all such liability.

4) Licensee shall at all times during the term hereof conduct the authorized activities in a courteous, respectful, and business-like manner, and shall keep the Licensed Area in a neat and sanitary condition.

5) Licensee shall procure at its own expense all necessary licenses and official licenses for carrying out the activities authorized herein. If Licensee is serving alcoholic beverages, it must secure the necessary permits.

6) In the event vehicles or other equipment which could cause damage are used by the Licensee, it is understood the Licensee will implement special precautions to safeguard the Property including but not limited to: taping or sealing all gas caps, removing cable connections to batteries, placing plastic under equipment that could drip oil, grease or the like, and place tile, cardboard or plastic under tires, bracings or props which could damage floors, etc.

7) The Licensed Area is not leased to Licensee. Licensee's right to occupy the same and to conduct the authorized activities shall continue so long as it shall properly and strictly comply with each undertaking, provision and condition hereof. In the event of Licensee's failure to comply with any such undertaking, provision or condition, this license shall be forfeited and Outlets at the Border may immediately, or at any time after such failure, demand that Licensee cease its activities and return the Licensed Area to Outlets at the Border in accordance with Paragraph 8 hereof. If Licensee does not vacate the Licensed Area, Outlets at the Border shall have the right to remove properties utilized by Licensee from the Licensed Area.

8) Upon termination of this license, according to the terms of Paragraph 2 or any other provision hereof, Licensee shall return the Licensed Area to the Outlets at the Border in as good a condition as it was at the commencement of the term hereof.

*Damages:* Beyond ordinary wear and tear, Licensee shall be responsible for any damage caused by Licensee's use of the Space. Licensee shall arrange for the repair of any such damage. In the event Licensee does not make any necessary repairs, Outlets at the Border shall arrange for the same at Licensee's expense.

*Cleanup:* Licensee will be responsible for clearing all trash generated at the Event and depositing it in the proper waste receptacles on site.

9) Licensee will bear the cost, if any, incurred to comply with Paragraphs 7 and 8 and the cost, if any, by Outlets at the Border to enforce compliance of Paragraphs 7 and 8.

10) This license shall be non-assignable and non-transferable, except with the written permission of Outlets at the Border or its authorized representatives.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date and the year first written above.

**LICENSEE**

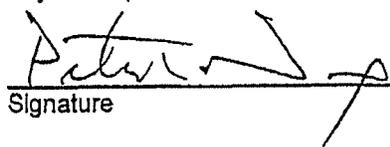
BY:

San Ysidro School District  
Print Business Name

Peter Wong, Interim Chief Business Official  
Print Name and Title

4350 Otay Mesa Road,  
Street Address

San Ysidro, CA 92173  
City and Zip

  
Signature

\_\_\_\_\_  
Board Approved

NOTE:

New Dates: July 30 & 31, 2018  
Approved per email dated 05-15-18  
from Andres Ripa, General Manager  
(619) 651-8018 x101  
Copy attached

BY **Shamrock/Outlets at the Border, LLC, doing  
Business as San Diego Outlets at the Border**

Agent for Outlets at the Border

BY:   
Signature and Title

## Pat Caro

---

**From:** Omar Calleros  
**Sent:** Tuesday, June 5, 2018 4:57 PM  
**To:** Pat Caro  
**Subject:** FW: One Day License Use Agreement

Omar Calleros  
Coordinator, Full Service Community Schools San Ysidro School District  
O: (619)428-4476 x 3086  
C: (619) 750-9692  
www.sysdschools.org

-----Original Message-----

From: Andres Ripa [mailto:andres@outletsattheborder.com]  
Sent: Tuesday, May 15, 2018 10:33 AM  
To: Omar Calleros; Marta Rodriguez  
Subject: RE: One Day License Use Agreement

Hi Omar,

July 30/31 works. I'll tentatively calendar it.

Thanks,

Andres Ripa  
General Manager  
Outlets at the Border  
Office: (619) 651-8018 Ext. 101  
www.outletsattheborder.com

-----Original Message-----

From: Omar Calleros <omar.calleros@sysd.k12.ca.us>  
Sent: Monday, May 14, 2018 4:26 PM  
To: Marta Rodriguez <m\_rodriguez@sysd.k12.ca.us>; Andres Ripa <andres@outletsattheborder.com>  
Subject: RE: One Day Licence Use Agreement

Hi Andres,

I hope you are doing well. I wanted to follow up on our last conversation. as mentioned, we were asked to change the date of our event so we will not need the facility on June 28/29.

Currently we are looking to have the event on July 30/31. Are those days still available?

Omar Calleros  
Coordinator, Full Service Community Schools San Ysidro School District  
O: (619)428-4476 x 3086  
C: (619) 750-9692  
www.sysdschools.org

-----Original Message-----

From: Marta Rodriguez

Sent: Thursday, May 03, 2018 1:53 PM

To: andres@outletsattheborder.com

Cc: Omar Calleros

Subject: One Day Licence Use Agreement

Good afternoon Mr. Ripa,

Attached is the One-Day Licence Use Agreement requested. Once signed by the Outlets of the Border Agent, could you please send me a copy for our records, please?

Please let me know if you have any questions or need further assistance.

Best regards,

Marta Rodriguez

San Ysidro School District

(619) 428-4476 Ext. 3082

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Business Services  
Peter Wong, Interim Chief Business Official

**INITIAL:**   PW    
 Informational  
 Action

**AGENDA ITEM:** AGREEMENT WITH MARSAFETY COMPLIANCE SERVICES

---

**BACKGROUND INFORMATION:**

MarSafety Compliance Services provides training to employees who apply pesticides on an annual basis. The course is mandatory for certification of individuals that are pesticide handlers. The training helps to ensure that District staff have the knowledge of how to respond to any pest management related emergencies. The course also includes the Heat Illness Prevention and Hazard Communication training. Five employees within the grounds department will partake in this five-hour course.

Participants will learn the following:

- Routine and emergency decontamination exposures
- Appropriate safety equipment
- Environmental concerns
- Health hazards including chronic health effects
- Proper labeling of pesticide products

**RECOMMENDATION:**

Approve the agreement with MarSafety Compliance Services to provide a mandatory annual pesticide compliance course for staff at a cost of \$650.00 from the General fund.

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**LCAP GOAL AND ACTION/SERVICE (please indicate):**

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed:   PW  

Financial Implications?

Are funds for this item available in the 2018-2019 Budget?

Requisition #

Yes     No

Yes     No

\$650.00

General Fund

(Amount)

(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the San Ysidro School District, hereinafter called the "District", and

MarSafety Compliance Services

Company/Consultant

(858) 292-6295

Telephone Number

P. O. Box 81566, San Diego, CA 92138

Address

www.marsafety.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

Initial Term:

From: July 1, 2018

To: June 30, 2019

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

**12B.29**

**Page 2 of 10**

# 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 Company Contract as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

### 4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

### 4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subConsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subConsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

### 4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No agent or employee 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 conditions and

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

## 4.5 LAWS AND REGULATIONS

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

## 4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

## 4.7 INSURANCE

(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:

**Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.

**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.

**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.

**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)*

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.

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

## Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

## Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached**.

## Waiver of Subrogation

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

## Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

## Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

## Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**.
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

## Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

12B.29

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

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

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

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

### 5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 5.5 SAFETY

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

## 5.6 PROJECT STAFFING

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

## 5.7 INDEMNIFICATION

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, sub consultants, or independent consultants hired by Consultant under this Agreement. The only exception to Consultant's responsibility to protect, save, defend and hold harmless District is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

## 5.8 AMENDMENTS

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

## 5.9 SEVERABILITY

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

## 5.10 GOVERNING LAW

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

## 5.11 CONFLICT OF INTEREST

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

## 5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please attach a copy of this verification.)**

Per Ed Code 49406 and Assembly Bill 1667, the district requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office.

This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District employees.

District is waiving this requirement \_\_\_\_\_.

12B.29

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# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 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

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.

<b>CONSULTANT:</b>	MarSafety Compliance Services
Name:	Alicia Mariscal
Title:	Trainer
Address:	P.O. Box 81566
City/State/Zip code:	San Diego, CA 92138
Telephone:	(858) 292-6295 / Fax (619) 241-2438 / www.marsafety.com
Email:	alicia@marsafety.com

<b>DISTRICT:</b>	San Ysidro School District	
Name:	Gina A. Potter, Ed.D.	
Title:	Superintendent	Business Services
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3004
Email:	Gina.potter@sysd.k12.ca.us	

## 6 ENTIRE AGREEMENT

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

## 7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the District on behalf of which his or her signature is made.

### CONSULTANT

### DISTRICT

MARSAFETY COMPLIANCE SERVICES

Firm Name

SAN YSIDRO SCHOOL DISTRICT

Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Gina A. Potter, Ed.D., Superintendent

Print Name, Title

Date:

Date

Phone Number

Board Approved

**12B.29**

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**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

**CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1  
Fingerprinting and Criminal Background Investigation Requirements**

(Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils**. As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subConsultant, 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.

Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Consultant 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.

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.

It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of Consultant who may come in contact with pupils in the performance of services in this contract.

Name	Last 4-digits of SSN or CDL Number
_____	_____
_____	_____
_____	_____
_____	_____

I certify that none of the individuals identified above have been convicted of a felony as defined in Education Code Section 45122.1.

Consultant \_\_\_\_\_

Name/title of authorized representative \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**EXHIBIT A**



*"Compliance and Safety Through*

May 7, 2018

Messr. Victor Guzman, Director of Maintenance  
Daniel Camberos, Lead Gardener  
San Ysidro School District  
4350 Otay Mesa Road  
San Diego, California 92173

Gentlemen:

MarSafety Compliance Services appreciates this opportunity to propose to provide the following professional training services to your maintenance personnel:

1. Update and implement a Pesticide Safety Training Program.  
Train pesticide handlers in General Pesticide Safety as required by Title 3 CCR § 6724 (*required for handlers annually*).  
Hazards of Pesticides; Routes by which pesticides enter the body; Emergency first aid for pesticide overexposure; How to obtain emergency medical care; Routine and emergency decontamination procedures including spill clean up; Personal protective equipment; Safety requirements and procedures, including engineering controls; Handling, transportation, storing and disposing of pesticides; Environmental concerns; Warnings about taking pesticides home; Employee rights; Provide chemical-specific training (required annually and when new chemicals are introduced) which include product label format and meaning of information about human health hazards contained therein, acute and chronic health effects, delayed effects and sensitization as identified in product labeling, Safety Data Sheet (SDS), Pesticide Safety Information Series (PSIS) and other sources.
2. Train employees on Heat Illness Prevention in accordance with Title 8, Sec. 3395 and Title 3, Sec. 6724
3. Train employees on Hazard Communication in accordance with Title 3, Sec. 6723
4. Offer hours of Continuing Education Credits for any QAC/QAL/PCA for time attended (5 Hrs. max)
5. Provide all necessary documentation.

The fee for the full program is \$650.00. Total maximum time required 5.0 hours.

I strongly believe that MarSafety Compliance Services has the capabilities and experience required to provide excellent service under this contract.

Please do not hesitate to call if you have any questions or if you need further explanation about the services mentioned in this proposal.

Best regards,

A handwritten signature in cursive script, appearing to read "Alicia Mariscal".

Alicia Mariscal

**12B.29**



# 2018-19 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 Office of Education  
Student Services and Programs Division  
Special Education Department

San Diego County Nonpublic Master Contract  
Main Document

2018-2019

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APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

*Directions:*

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

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NONPUBLIC  
MASTER CONTRACT

CONTRACT YEAR 2018-2019

This Master Contract is made and entered into

this 15<sup>th</sup> day of June, 2018 between the

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

hereinafter sometimes referred to as the "LEA," and

Educational Based Services  
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

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**SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board)). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and CONTRACTOR.<sup>1</sup> 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 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 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 CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-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.

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 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 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 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.

---

<sup>1</sup> Please see Appendix B for Agencies for exceptions to NPA Hired as Full Time Equivalent.

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**1.5 NONPUBLIC CERTIFICATION OR WAIVER**

A current copy of the CONTRACTOR'S California Department of Education 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 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 1<sup>st</sup>), 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 2018 to June 30, 20 19.

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 on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

(l) 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

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- trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)
- (6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56521.2 (a) (6)
- (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

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.

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 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 (Ed. 56521.1(a))

- (1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).
- (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 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.

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 300.3Da) 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 CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or 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 CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall be addressed to:

Gina Potter, Ed.D., Superintendent  
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

gina.potter@sysd.k12.ca.us  
Email Address

Notices to the CONTRACTOR shall be addressed to:

Steve Benner, Special Education Coordinator  
Name/Title

Educational Based Services  
Nonpublic School

200 Skiles Boulevard  
Address

West Chester PA 19382  
City State Zip

( 800 ) 578-7906 x301  
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 San Diego County Office of Education (i.e. County Director of Special Education or a SELPA Director). Such approval shall not be unreasonably withheld. The LEA and 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 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 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.6, 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 CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 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) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (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 CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.6 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.3 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

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 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 CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Schools: Section 4.1, Agencies: Section 5.1) or a temporary rate agreed to by LEA and 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 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. CONTRACTOR has liability for accident, injury, or death, at all times pupil is in CONTRACTOR vehicle.

**2.7 WAIVERS**

The LEA and/or 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. CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by 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. 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. CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with 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 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 2.3) 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

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.

CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations 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 California EC section 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 2.3 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 CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.3 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. 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 section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 (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 CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five 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, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS 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 NPS staff 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 NPS 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 at the nonpublic school, whether changes to the pupil's IEP are necessary,

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and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS 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 LRE

CONTRACTOR & 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.

CONTRACTOR & LEA shall address LRE placement options for students enrolled in NPS 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, 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 CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, 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 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

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.

**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 California Department of Education 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.

For a NPSs A-G course credits, only University of California A-G approved courses will be accepted by contracting districts.

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 45 days of the change in accordance with Title 5, Section 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.

Where behavior intervention services are provided by a nonpublic agency, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

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 section 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, contractor will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

Effective July 1, 2001 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 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 48 hours.

In case of incident, 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 resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a 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. The effective date of an invoice shall be the date of the receipt by the LEA. 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 2.3 (Notices) of this contract. All education related mental health services will be billed by 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 2.3 (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

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sessions (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay 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 CONTRACTOR within 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 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 90 days during which time the contract shall be consummated."

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 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 District/SELPA for reimbursement submissions to Medi-Cal. The contractor will not submit any claims in the LBO (LEA) 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 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 5 days; or (D) the CONTRACTOR fails to notify the LEA within 5 days after the 10<sup>th</sup> 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 CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.3 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 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

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pursuant to Section 2.3 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen 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 Schools: Section 4.1, Agencies: Section 5.1 (Rate Schedule) of this contract. If 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 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 years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of residence 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 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.

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 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 LEA for such payment shall be made pursuant to the notice provisions of Section 2.3 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 Special Education Local Plan Area 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 2018-2019, 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 Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on July 1, 2018 and terminates at 5:00 p.m. on June 30, 2019 unless sooner terminated as provided herein.

**CONTRACTOR**

Nonpublic  School  Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Steve Benner, Special Education Coordinator  
(Type) Name and Title

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APPROVED AS TO FORM:

**SELPA DIRECTOR**

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Russell Coronado, Senior SELPA Director  
(Type) Name and Title

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**LEA**

Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Gina Potter, Ed.D., Superintendent  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

# **2018-2019 Nonpublic Master Contract**

## **Appendix B: Agencies**



San Diego County Office of Education  
Student Services and Programs Division  
**Special Education Department**

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT  
APPENDIX B: AGENCIES  
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**NONPUBLIC MASTER CONTRACT**  
**Appendix B: Agencies**

CONTRACT YEAR 2018-2019

**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, 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 9 (Notices) of this contract within 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 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 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 CONTRACTOR remain the property of 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. 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.

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- b. All communication between CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

**1.5**     OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by CONTRACTOR under this Agreement shall be the joint property of 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 30 days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

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 2.3 (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 9 (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 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 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 9 (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. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire,

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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.

**SECTION 4: CONFLICT OF INTEREST**

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

To the extent required by EC section 56366.3, 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 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 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 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 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 365 days or misstates the reason for separation. However, if the LEA subsequently provides CONTRACTOR written notice (pursuant to Section 9 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 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 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 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 365 days.

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**SECTION 5: FINANCIAL**

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Educational Based Services

The CONTRACTOR 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>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	_____	_____
<u>Language and Speech (415)</u>	<u>74.00</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>75.00</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>	_____	_____

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<u>Occupational Therapy (450) – Certified OT Assistant</u>	_____	_____
<u>Occupational Therapy (460) - Assessment</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Physical Therapy PT Assistant (460)</u>	_____	_____
<u>Physical Therapy Assessment (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Psychological Services Assessment (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Behavior Intervention Services (535) - Supervision</u>	_____	_____
<u>Behavior Intervention Services (535) – Other Provider/Beh.Tech</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Interpreter Services Shift Differential (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Audiological Services Assessment (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Specialized Vision Services Assessment (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Orientation and Mobility Assessment (730)</u>	_____	_____
<u>Braille Transcription (735)</u>	_____	_____

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

NOTES: \_\_\_\_\_

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

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**SECTION 6: APPROVALS**

**CONTRACTOR**

Nonpublic Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Steve Benner, Special Education Coordinator  
(Type) Name and Title

---

APPROVED AS TO FORM:

**SELPA DIRECTOR**

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Russell Coronado, Senior SELPA Director  
(Type) Name and Title

---

**LEA**

Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Gina Potter, Ed.D., Superintendent  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

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**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 Educational Based Services  
interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services  
identified in the most recent IEP/IFSP of all students assigned  
(Student Name)  
at the rates set forth in Schools: Section 4.1 of the Master Contract for the 201\_18\_ - 201\_19\_ Contract Year.  
Anticipated Student Start Date: August 6, 2018.

This interim written approval shall be for a maximum period of 90 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 90 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 90 days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within 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

Gina Potter, Ed.D., Superintendent  
Name/Title

Agreed to by the CONTRACTOR:

\_\_\_\_\_  
Signature \_\_\_\_\_  
Date

Steve Benner, Special Education Coordinator  
Name/Title

# 2018-19 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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Student Services and Programs Division  
Special Education Department

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APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

*Directions:*

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

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NONPUBLIC  
MASTER CONTRACT

CONTRACT YEAR 2018-2019

This Master Contract is made and entered into

this 15<sup>th</sup> day of June, 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."

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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 CONTRACTOR.<sup>1</sup> 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 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 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 CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-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.

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 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 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 CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

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<sup>1</sup> Please see Appendix B for Agencies for exceptions to NPA Hired as Full Time Equivalent.

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1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education 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 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 1<sup>st</sup>), 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 18 to June 30, 20 19.

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 on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

(l) 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

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- trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)  
(6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56521.2 (a) (6)  
(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

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.

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 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 (Ed. 56521.1(a))

- (1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).  
(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 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.

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 300.3Da) 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 CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or 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 CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall  
be addressed to:

Gina A. Potter, Ed.D., Superintendent  
Name/Title

San Ysidro School District  
Local Education Agency

4350 Otay Mesa Rd  
Address

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

( 619 ) 428-4476  
Phone

( 619 ) 428-6473  
Facsimile

gina.potter@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 School

5694 Mission Center Road, Suite 602 PMB 341  
Address

<u>San Diego</u>	<u>CA</u>	<u>92108</u>
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 San Diego County Office of Education (i.e. County Director of Special Education or a SELPA Director). Such approval shall not be unreasonably withheld. The LEA and 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 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 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.6, 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 CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 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) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (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 CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.6 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.3 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

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 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 CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Schools: Section 4.1, Agencies: Section 5.1) or a temporary rate agreed to by LEA and 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 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. CONTRACTOR has liability for accident, injury, or death, at all times pupil is in CONTRACTOR vehicle.

2.7 WAIVERS

The LEA and/or 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. CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by 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. 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. CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with 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 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 2.3) 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

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.

CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations 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 California EC section 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 2.3 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 CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.3 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. 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 section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 (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 CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five 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, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS 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 NPS staff 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 NPS 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 at the nonpublic school, whether changes to the pupil's IEP are necessary,

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and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS 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 LRE

CONTRACTOR & 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.

CONTRACTOR & LEA shall address LRE placement options for students enrolled in NPS 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, 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 CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, 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 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

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.

**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 California Department of Education 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.

For a NPSs A-G course credits, only University of California A-G approved courses will be accepted by contracting districts.

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 45 days of the change in accordance with Title 5, Section 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.

Where behavior intervention services are provided by a nonpublic agency, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

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 section 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, contractor will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

Effective July 1, 2001 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 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 48 hours.

In case of incident, 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 resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a 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. The effective date of an invoice shall be the date of the receipt by the LEA. 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 2.3 (Notices) of this contract. All education related mental health services will be billed by 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 2.3 (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

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sessions (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay 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 CONTRACTOR within 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 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 90 days during which time the contract shall be consummated."

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 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 District/SELPA for reimbursement submissions to Medi-Cal. The contractor will not submit any claims in the LBO (LEA) 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 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 5 days; or (D) the CONTRACTOR fails to notify the LEA within 5 days after the 10<sup>th</sup> 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 CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.3 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 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

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pursuant to Section 2.3 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen 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 Schools: Section 4.1, Agencies: Section 5.1 (Rate Schedule) of this contract. If 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 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 years and shall be available for audit consistent with the provisions of this section.

**b.            Maintenance of Student Records**

District of residence is the custodian of the student records.

**c.            LEA Access to Documents Related to the Master Contact**

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within 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.

**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 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 LEA for such payment shall be made pursuant to the notice provisions of Section 2.3 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 Special Education Local Plan Area 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 2018-2019, 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 Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on July 1, 2018 and terminates at 5:00 p.m. on June 30, 2019 unless sooner terminated as provided herein.

**CONTRACTOR**

Nonpublic  School  Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

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

---

APPROVED AS TO FORM:

**SELPA DIRECTOR**

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Russell Coronado, Senior SELPA Director  
(Type) Name and Title

---

**LEA**

Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Gina A. Potter, Ed.D., Superintendent  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

# 2018-2019 Nonpublic Master Contract

## Appendix B: Agencies



San Diego County Office of Education  
Student Services and Programs Division  
**Special Education Department**

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
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**APPENDIX B: AGENCIES**  
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**NONPUBLIC MASTER CONTRACT**  
**Appendix B: Agencies**

CONTRACT YEAR 2018-2019

**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, 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 9 (Notices) of this contract within 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 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 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 CONTRACTOR remain the property of 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. 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.

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- b. All communication between CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by CONTRACTOR under this Agreement shall be the joint property of 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 30 days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

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 2.3 (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 9 (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 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 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 9 (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. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire,

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**APPENDIX B: AGENCIES**  
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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.

**SECTION 4: CONFLICT OF INTEREST**

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

To the extent required by EC section 56366.3, 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 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 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 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 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 365 days or misstates the reason for separation. However, if the LEA subsequently provides CONTRACTOR written notice (pursuant to Section 9 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 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 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 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 365 days.

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**SECTION 5: FINANCIAL**

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: ABA Education Foundation

The CONTRACTOR NUMBER: 1A-37-117

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

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	_____	_____
<u>Language and Speech (415)</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>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>	_____	_____

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
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<u>Occupational Therapy (460) - Assessment</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Physical Therapy PT Assistant (460)</u>	_____	_____
<u>Physical Therapy Assessment (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Psychological Services Assessment (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	<u>75.00</u>	<u>hr</u>
<u>Behavior Intervention Services (535) - Supervision</u>	<u>75.00</u>	<u>hr</u>
<u>Behavior Intervention Services (535) – Other Provider/Beh.Tech</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Interpreter Services Shift Differential (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Audiological Services Assessment (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Specialized Vision Services Assessment (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Orientation and Mobility Assessment (730)</u>	_____	_____
<u>Braille Transcription (735)</u>	_____	_____



**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
*2018-2019*

**SECTION 6: APPROVALS**

**CONTRACTOR**

Nonpublic Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

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



APPROVED AS TO FORM:

**SELPA DIRECTOR**

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Russell Coronado, Senior SELPA Director  
(Type) Name and Title



**LEA**

Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Gina A. Potter, Ed.D., Superintendent  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
*2018-2019*

**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 ABA Education Foundation  
interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services  
identified in the most recent IEP/IFSP of all assigned students requiring behavior intervention services,  
(Student Name)  
at the rates set forth in Schools: Section 4.1 of the Master Contract for the 201 18 - 201 19 Contract Year.  
Anticipated Student Start Date: July 1, 2018.

This interim written approval shall be for a maximum period of 90 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 90 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 90 days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within 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
<u>Gina A. Potter, Ed.D., Superintendent</u>	
Name/Title	

Agreed to by the CONTRACTOR:

Signature	Date
<u>Erin Dyer Zwahlen, Executive Director</u>	
Name/Title	

# 2018-19 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 Office of Education  
Student Services and Programs Division  
Special Education Department

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Main Document

2018-2019

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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.

# 2018-2019 Nonpublic Master Contract Main Document



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NONPUBLIC  
MASTER CONTRACT

CONTRACT YEAR 2018-2019

This Master Contract is made and entered into

this 15<sup>th</sup> day of June, 2018 between the

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

hereinafter sometimes referred to as the "LEA," and

All Source Recruiting Group: Ardor Health 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 CONTRACTOR.<sup>1</sup> 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 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 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 CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-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.

**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 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 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 CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

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<sup>1</sup> Please see Appendix B for Agencies for exceptions to NPA Hired as Full Time Equivalent.

**San Diego County Nonpublic Master Contract  
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1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education 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 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 1<sup>st</sup>), 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 18 to June 30, 20 2019.

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 on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

(l) 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

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- trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)
- (6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56521.2 (a) (6)
  - (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

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.

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 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 (Ed. 56521.1(a))

- (1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).
- (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 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.

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 300.3Da) 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 CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or 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 CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall  
be addressed to:

Gina Potter, Ed. D, Superintendent.  
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

Email Address

Notices to the CONTRACTOR shall  
be addressed to:

Robbi Kelly, Vice President  
Name/Title

All Source Recruiting Group: Ardor Health Solutions  
Nonpublic School

5830 Coral Ridge Drive, Ste. 300  
Address

Coral Springs FL 33076  
City State Zip

( 866 ) 425-5768  
Phone

( 800 ) 621-4135  
Facsimile

robbi@ardorhealth.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 San Diego County Office of Education (i.e. County Director of Special Education or a SELPA Director). Such approval shall not be unreasonably withheld. The LEA and 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 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 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.6, 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 CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 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) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (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 CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.6 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.3 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

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 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 CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Schools: Section 4.1, Agencies: Section 5.1) or a temporary rate agreed to by LEA and 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 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. CONTRACTOR has liability for accident, injury, or death, at all times pupil is in CONTRACTOR vehicle.

2.7 WAIVERS

The LEA and/or 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. CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by 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. 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. CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with 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 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 2.3) 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

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.

CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations 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 California EC section 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 2.3 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 CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.3 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. 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 section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 (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 CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five 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, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS 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 NPS staff 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 NPS 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 at the nonpublic school, whether changes to the pupil's IEP are necessary,

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and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS 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 LRE**

CONTRACTOR & 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.

CONTRACTOR & LEA shall address LRE placement options for students enrolled in NPS 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, 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 CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, 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 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**

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.

**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 California Department of Education 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.

For a NPSs A-G course credits, only University of California A-G approved courses will be accepted by contracting districts.

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 45 days of the change in accordance with Title 5, Section 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.

Where behavior intervention services are provided by a nonpublic agency, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

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 section 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, contractor will adhere to all of the requirements under AB 389.

**3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS**

Effective July 1, 2001 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 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 48 hours.

In case of incident, 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 resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a 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. The effective date of an invoice shall be the date of the receipt by the LEA. 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 2.3 (Notices) of this contract. All education related mental health services will be billed by 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 2.3 (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

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sessions (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay 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 CONTRACTOR within 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 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 90 days during which time the contract shall be consummated."

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 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 District/SELPA for reimbursement submissions to Medi-Cal. The contractor will not submit any claims in the LBO (LEA) 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 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 5 days; or (D) the CONTRACTOR fails to notify the LEA within 5 days after the 10<sup>th</sup> 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 CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.3 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 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

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pursuant to Section 2.3 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen 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 Schools: Section 4.1, Agencies: Section 5.1 (Rate Schedule) of this contract. If 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 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 years and shall be available for audit consistent with the provisions of this section.

**b.           Maintenance of Student Records**

District of residence 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 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.

**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 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 LEA for such payment shall be made pursuant to the notice provisions of Section 2.3 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 Special Education Local Plan Area 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

2018-2019

**SECTION 5: SIGNATURES**

This Nonpublic Master Contract 2018-2019, 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 Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on July 1, 2018 and terminates at 5:00 p.m. on June 30, 2019 unless sooner terminated as provided herein.

**CONTRACTOR**

Nonpublic  School  Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Robbi Kelly, Vice President  
(Type) Name and Title

---

APPROVED AS TO FORM:

**SELPA DIRECTOR**

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Russell Coronado, Senior SELPA Director  
(Type) Name and Title

---

**LEA**

Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Gina Potter, Ed. D, Superintendent  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

# 2018-2019 Nonpublic Master Contract

## Appendix B: Agencies



San Diego County Office of Education  
Student Services and Programs Division  
**Special Education Department**

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
*2018-2019*

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**2018-2019**

**NONPUBLIC MASTER CONTRACT**  
**Appendix B: Agencies**

CONTRACT YEAR 2018-2019

**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, 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 9 (Notices) of this contract within 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 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 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 CONTRACTOR remain the property of 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. 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.

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- b. All communication between CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by CONTRACTOR under this Agreement shall be the joint property of 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 30 days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

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 2.3 (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 9 (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 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 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 9 (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. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire,

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
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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.

**SECTION 4: CONFLICT OF INTEREST**

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

To the extent required by EC section 56366.3, 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 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 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 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 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 365 days or misstates the reason for separation. However, if the LEA subsequently provides CONTRACTOR written notice (pursuant to Section 9 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 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 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 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 365 days.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
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**2018-2019**

**SECTION 5: FINANCIAL**

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: All Source Recruiting Group: Ardor Health Solutions

The CONTRACTOR NUMBER: 2A-FL-004

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>74.00</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>75.00</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>	_____	_____

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
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<u>Occupational Therapy (450) – Certified OT Assistant</u>	_____	_____
<u>Occupational Therapy (460) - Assessment</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Physical Therapy PT Assistant (460)</u>	_____	_____
<u>Physical Therapy Assessment (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Psychological Services Assessment (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
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<u>Behavior Intervention Services (535) – Other Provider/Beh. Tech</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Interpreter Services Shift Differential (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Audiological Services Assessment (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Specialized Vision Services Assessment (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Orientation and Mobility Assessment (730)</u>	_____	_____
<u>Braille Transcription (735)</u>	_____	_____

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

NOTES: \_\_\_\_\_

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

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT  
APPENDIX B: AGENCIES  
2018-2019**

**SECTION 6: APPROVALS**

**CONTRACTOR**  
Nonpublic Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

\_\_\_\_\_  
Robbi Kelly, Vice President  
(Type) Name and Title

---

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APPROVED AS TO FORM:

**SELPA DIRECTOR**

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

\_\_\_\_\_  
Russell Coronado, Senior SELPA Director  
(Type) Name and Title

---

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**LEA**  
Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

\_\_\_\_\_  
Gina Potter, Ed.D., Superintendent  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
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**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 All Source Recruiting Group: Ardor Health Solutions  
interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services  
identified in the most recent IEP/IFSP of all students assigned,  
(Student Name)  
at the rates set forth in Schools: Section 4.1 of the Master Contract for the 201 18 - 201 19 Contract Year.  
Anticipated Student Start Date: August 6, 2018.

This interim written approval shall be for a maximum period of 90 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 90 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 90 days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within 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

Gina Potter, Ed.D., Superintendent  
Name/Title

Agreed to by the CONTRACTOR:

\_\_\_\_\_  
Signature \_\_\_\_\_  
Date

Robbi Kelly, Vice President  
Name/Title

# 2018-19 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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Student Services and Programs Division  
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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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2018-2019

NONPUBLIC  
MASTER CONTRACT

CONTRACT YEAR 2018-2019

This Master Contract is made and entered into

this 15<sup>th</sup> day of June, 2018 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."

# San Diego County Nonpublic Master Contract Main Document

2018-2019

## 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 CONTRACTOR.<sup>1</sup> 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 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 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 CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-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.

### 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 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 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 CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

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<sup>1</sup> Please see Appendix B for Agencies for exceptions to NPA Hired as Full Time Equivalent.

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1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education 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 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 1<sup>st</sup>), 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 2018 to June 30, 20 19.

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 on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

(l) 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

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- trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)
- (6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56521.2 (a) (6)
- (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

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.

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 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 (Ed. 56521.1(a))

(1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).

(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 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.

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 300.3Da) 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 CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or 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 CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall be addressed to:

Gina A. Potter, Ed.D., Superintendent  
Name/Title

San Ysidro School District  
Local Education Agency

4350 Otay Mesa Rd  
Address

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

( 619 ) 428-4476  
Phone

( 619 ) 428-6473  
Facsimile

gina.potter@sysd.k12.ca.us  
Email Address

Notices to the CONTRACTOR shall be addressed to:

Jicky Thomas, Recruitment Manager  
Name/Title

BMR Health  
Nonpublic School

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 San Diego County Office of Education (i.e. County Director of Special Education or a SELPA Director). Such approval shall not be unreasonably withheld. The LEA and 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 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 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.6, 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 CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 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) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (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 CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.6 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.3 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

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 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 CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Schools: Section 4.1, Agencies: Section 5.1) or a temporary rate agreed to by LEA and 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 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. CONTRACTOR has liability for accident, injury, or death, at all times pupil is in CONTRACTOR vehicle.

**2.7 WAIVERS**

The LEA and/or 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. CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by 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. 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. CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with 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 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 2.3) 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

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.

CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations 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 California EC section 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 2.3 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 CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.3 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. 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 section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 (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 CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five 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, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS 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 NPS staff 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 NPS 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 at the nonpublic school, whether changes to the pupil's IEP are necessary,

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and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS 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 LRE**

CONTRACTOR & 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.

CONTRACTOR & LEA shall address LRE placement options for students enrolled in NPS 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, 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 CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, 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 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

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.

**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 California Department of Education 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.

For a NPSs A-G course credits, only University of California A-G approved courses will be accepted by contracting districts.

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 45 days of the change in accordance with Title 5, Section 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.

Where behavior intervention services are provided by a nonpublic agency, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

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 section 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, contractor will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

Effective July 1, 2001 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 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 48 hours.

In case of incident, 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 resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a 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. The effective date of an invoice shall be the date of the receipt by the LEA. 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 2.3 (Notices) of this contract. All education related mental health services will be billed by 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 2.3 (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

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sessions (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay 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 CONTRACTOR within 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 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 90 days during which time the contract shall be consummated."

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 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 District/SELPA for reimbursement submissions to Medi-Cal. The contractor will not submit any claims in the LBO (LEA) 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 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 5 days; or (D) the CONTRACTOR fails to notify the LEA within 5 days after the 10<sup>th</sup> 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 CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.3 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 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

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pursuant to Section 2.3 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen 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 Schools: Section 4.1, Agencies: Section 5.1 (Rate Schedule) of this contract. If 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 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 years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of residence 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 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.

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 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 LEA for such payment shall be made pursuant to the notice provisions of Section 2.3 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 Special Education Local Plan Area 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 2018-2019, 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 Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on July 1, 2018 and terminates at 5:00 p.m. on June 30, 2019 unless sooner terminated as provided herein.

**CONTRACTOR**

Nonpublic  School  Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Jicky Thomas, Recruitment Manager  
(Type) Name and Title

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APPROVED AS TO FORM:

**SELPA DIRECTOR**

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Russell Coronado, Senior SELPA Director  
(Type) Name and Title

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**LEA**

Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Gina A. Potter, Ed.D., Superintendent  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

# 2018-2019 Nonpublic Master Contract

## Appendix B: Agencies



San Diego County Office of Education  
Student Services and Programs Division  
**Special Education Department**

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**Appendix B: Agencies**

CONTRACT YEAR 2018-2019

**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, 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 9 (Notices) of this contract within 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 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 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 CONTRACTOR remain the property of 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. 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.

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- b. All communication between CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

**1.5**      OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by CONTRACTOR under this Agreement shall be the joint property of 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 30 days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

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 2.3 (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 9 (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 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 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 9 (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. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire,

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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.

**SECTION 4: CONFLICT OF INTEREST**

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

To the extent required by EC section 56366.3, 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 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 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 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 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 365 days or misstates the reason for separation. However, if the LEA subsequently provides CONTRACTOR written notice (pursuant to Section 9 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 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 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 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 365 days.

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**SECTION 5: FINANCIAL**

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: BMR Health

The CONTRACTOR 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>75.00</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>75.00</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>	_____	_____

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<u>Occupational Therapy (450) – Certified OT Assistant</u>	_____	_____
<u>Occupational Therapy (460) - Assessment</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Physical Therapy PT Assistant (460)</u>	_____	_____
<u>Physical Therapy Assessment (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Psychological Services Assessment (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Behavior Intervention Services (535) - Supervision</u>	_____	_____
<u>Behavior Intervention Services (535) – Other Provider/Beh.Tech</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Interpreter Services Shift Differential (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Audiological Services Assessment (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Specialized Vision Services Assessment (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Orientation and Mobility Assessment (730)</u>	_____	_____
<u>Braille Transcription (735)</u>	_____	_____



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**SECTION 6: APPROVALS**

**CONTRACTOR**  
Nonpublic Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Jicky Thomas, Recruitment Manager  
\_\_\_\_\_  
(Type) Name and Title

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APPROVED AS TO FORM:

**SELPA DIRECTOR**

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Russell Coronado, Senior SELPA Director  
\_\_\_\_\_  
(Type) Name and Title

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**LEA**  
Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Gina A. Potter, Ed.D., Superintendent  
\_\_\_\_\_  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

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**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 BMR Health  
interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services  
identified in the most recent IEP/IFSP of all assigned students with speech services,  
(Student Name)  
at the rates set forth in Schools: Section 4.1 of the Master Contract for the 201 18 - 201 19 Contract Year.  
Anticipated Student Start Date: August 6, 2018.

This interim written approval shall be for a maximum period of 90 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 90 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 90 days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within 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
<u>Gina A. Potter, Ed.D., Superintendent</u> Name/Title	

Agreed to by the CONTRACTOR:

Signature	Date
<u>Jicky Thomas, Recruitment Manager</u> Name/Title	

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*Directions:*

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



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*Directions:*

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

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NONPUBLIC  
MASTER CONTRACT

CONTRACT YEAR 2018-2019

This Master Contract is made and entered into

this 15<sup>th</sup> day of June, 2018 between the

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

hereinafter sometimes referred to as the "LEA," and

Carolyn Karinen, CCC-SLP  
(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 CONTRACTOR.<sup>1</sup> 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 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 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 CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-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.

**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 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 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 CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

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<sup>1</sup> Please see Appendix B for Agencies for exceptions to NPA Hired as Full Time Equivalent.

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1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education 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 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 1<sup>st</sup>), 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 18 to June 30, 20 19.

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 on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

(l) 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

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- trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)  
(6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56521.2 (a) (6)  
(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

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.

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 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 (Ed. 56521.1(a))

- (1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).  
(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 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.

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 300.3Da) 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 CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or 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 CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall  
be addressed to:

Gina A. Potter, Ed.D., Superintendent  
Name/Title

San Ysidro School District  
Local Education Agency

4350 Otay Mesa Rd  
Address

San Ysidro                      CA                      92173  
City                                      State                                      Zip

( 619 ) 428-4476  
Phone

( 619 ) 428-6473  
Facsimile

gina.potter@sysd.k12.ca.us  
Email Address

Notices to the CONTRACTOR shall  
be addressed to:

Carolyn Karinen, CCC-SLP  
Name/Title

Carolyn Karinen, CCC-SLP  
Nonpublic School

4319 Allen School Lane  
Address

Bonita                                      CA                                      91902  
City                                      State                                      Zip

( 619 ) 322-4330  
Phone

(       )  
Facsimile

carolyn.karinen@sysd.k12.ca.us  
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 San Diego County Office of Education (i.e. County Director of Special Education or a SELPA Director). Such approval shall not be unreasonably withheld. The LEA and 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 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 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.6, 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 CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 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) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (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 CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.6 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.3 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

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 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 CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Schools: Section 4.1, Agencies: Section 5.1) or a temporary rate agreed to by LEA and 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 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. CONTRACTOR has liability for accident, injury, or death, at all times pupil is in CONTRACTOR vehicle.

2.7 WAIVERS

The LEA and/or 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. CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by 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. 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. CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with 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 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 2.3) 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**

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.

CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations 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 California EC section 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 2.3 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 CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.3 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. 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 section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 (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 CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five 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, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS 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 NPS staff 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 NPS 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 at the nonpublic school, whether changes to the pupil's IEP are necessary,

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and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS 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 LRE

CONTRACTOR & 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.

CONTRACTOR & LEA shall address LRE placement options for students enrolled in NPS 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, 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 CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, 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 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**

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.

**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 California Department of Education 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.

For a NPSs A-G course credits, only University of California A-G approved courses will be accepted by contracting districts.

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 45 days of the change in accordance with Title 5, Section 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.

Where behavior intervention services are provided by a nonpublic agency, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

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 section 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, contractor will adhere to all of the requirements under AB 389.

**3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS**

Effective July 1, 2001 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 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 48 hours.

In case of incident, 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 resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a 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. The effective date of an invoice shall be the date of the receipt by the LEA. 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 2.3 (Notices) of this contract. All education related mental health services will be billed by 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 2.3 (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

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sessions (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay 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 CONTRACTOR within 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 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 90 days during which time the contract shall be consummated."

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 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 District/SELPA for reimbursement submissions to Medi-Cal. The contractor will not submit any claims in the LBO (LEA) 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 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 5 days; or (D) the CONTRACTOR fails to notify the LEA within 5 days after the 10<sup>th</sup> 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 CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.3 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 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

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pursuant to Section 2.3 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen 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 Schools: Section 4.1, Agencies: Section 5.1 (Rate Schedule) of this contract. If 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 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 years and shall be available for audit consistent with the provisions of this section.

b.           Maintenance of Student Records

District of residence 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 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.

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 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 LEA for such payment shall be made pursuant to the notice provisions of Section 2.3 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 Special Education Local Plan Area 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 2018-2019, 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 Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on July 1, 2018 and terminates at 5:00 p.m. on June 30, 2019 unless sooner terminated as provided herein.

**CONTRACTOR**

Nonpublic  School  Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Carolyn Karinen, CCC-SLP  
(Type) Name and Title

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APPROVED AS TO FORM:

**SELPA DIRECTOR**

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Russell Coronado, Senior SELPA Director  
(Type) Name and Title

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**LEA**

Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Gina A. Potter, Ed.D., Superintendent  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

# 2018-2019 Nonpublic Master Contract

## Appendix B: Agencies



San Diego County Office of Education  
Student Services and Programs Division  
**Special Education Department**

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**Appendix B: Agencies**

CONTRACT YEAR 2018-2019

**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, 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 9 (Notices) of this contract within 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 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 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 CONTRACTOR remain the property of 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. 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.

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- b. All communication between CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by CONTRACTOR under this Agreement shall be the joint property of 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 30 days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

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 2.3 (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 9 (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 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 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 9 (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. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire,

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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.

**SECTION 4: CONFLICT OF INTEREST**

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

To the extent required by EC section 56366.3, 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 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 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 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 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 365 days or misstates the reason for separation. However, if the LEA subsequently provides CONTRACTOR written notice (pursuant to Section 9 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 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 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 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 365 days.

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**SECTION 5: FINANCIAL**

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Carolyn Karinen, CCC-SLP

The CONTRACTOR NUMBER: 1A-37-177

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>75.00</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>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>	_____	_____

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<u>Occupational Therapy (450) – Certified OT Assistant</u>	_____	_____
<u>Occupational Therapy (460) - Assessment</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Physical Therapy PT Assistant (460)</u>	_____	_____
<u>Physical Therapy Assessment (460)</u>	_____	_____
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<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>	_____	_____
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<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>	_____	_____
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<u>Interpreter Services Shift Differential (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Audiological Services Assessment (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Specialized Vision Services Assessment (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Orientation and Mobility Assessment (730)</u>	_____	_____
<u>Braille Transcription (735)</u>	_____	_____

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
*2018-2019*

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

NOTES: \_\_\_\_\_

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

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
*2018-2019*

**SECTION 6: APPROVALS**

**CONTRACTOR**  
Nonpublic Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Carolyn Karinen, CCC-SLP  
(Type) Name and Title



APPROVED AS TO FORM:

**SELPA DIRECTOR**

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Russell Coronado, Senior SELPA Director  
(Type) Name and Title



**LEA**  
Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Gina A. Potter, Ed.D., Superintendent  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
*2018-2019*

**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 Carolyn Karinen, CCC-SLP  
interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services  
identified in the most recent IEP/IFSP of all assigned students with speech services,  
(Student Name)  
at the rates set forth in Schools: Section 4.1 of the Master Contract for the 201 18 - 201 19 Contract Year.  
Anticipated Student Start Date: July 1, 2018.

This interim written approval shall be for a maximum period of 90 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 90 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 90 days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within 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

Gina A. Potter, Ed.D., Superintendent  
Name/Title

Agreed to by the CONTRACTOR:

\_\_\_\_\_  
Signature \_\_\_\_\_  
Date

Carolyn Karinen, CCC-SLP  
Name/Title

# 2018-19 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 Office of Education  
Student Services and Programs Division  
Special Education Department

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APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

*Directions:*

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

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**Nonpublic**  
**Master Contract**  
  
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Student Services and Programs Division  
Special Education Department

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NONPUBLIC  
MASTER CONTRACT

CONTRACT YEAR 2018-2019

This Master Contract is made and entered into

this 15th day of June, 2018 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 CONTRACTOR.<sup>1</sup> 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 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 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 CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-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.

**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 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 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 CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

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<sup>1</sup> Please see Appendix B for Agencies for exceptions to NPA Hired as Full Time Equivalent.

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1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education 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 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 1<sup>st</sup>), 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 18 to June 30, 20 19.

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 on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

(l) 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.

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- trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)
- (6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56521.2 (a) (6)
- (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

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.

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 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 (Ed. 56521.1(a))

- (1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).
- (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 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.

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 300.3Da) 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 CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or 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 CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall  
be addressed to:

Gina A. Potter, Ed.D., Superintendent  
Name/Title

San Ysidro School District  
Local Education Agency

4350 Otay Mesa Rd  
Address

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

( 619 ) 428-4476  
Phone

( 619 ) 428-6473  
Facsimile

gina.potter@sysd.k12.ca.us  
Email Address

Notices to the CONTRACTOR shall  
be addressed to:

Brandan McGee, Assistant Controller  
Name/Title

Maxim Staffing Solutions  
Nonpublic School

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 San Diego County Office of Education (i.e. County Director of Special Education or a SELPA Director). Such approval shall not be unreasonably withheld. The LEA and 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 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 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.6, 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 CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 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) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (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 CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.6 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.3 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

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 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 CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Schools: Section 4.1, Agencies: Section 5.1) or a temporary rate agreed to by LEA and 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 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. CONTRACTOR has liability for accident, injury, or death, at all times pupil is in CONTRACTOR vehicle.

2.7 WAIVERS

The LEA and/or 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. CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by 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. 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. CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with 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 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 2.3) 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

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.

CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations 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 California EC section 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 2.3 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 CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.3 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. 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 section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 (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 CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five 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, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS 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 NPS staff 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 NPS 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 at the nonpublic school, whether changes to the pupil's IEP are necessary,

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and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS 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 LRE

CONTRACTOR & 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.

CONTRACTOR & LEA shall address LRE placement options for students enrolled in NPS 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, 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 CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, 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 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

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.

**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 California Department of Education 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.

For a NPSs A-G course credits, only University of California A-G approved courses will be accepted by contracting districts.

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 45 days of the change in accordance with Title 5, Section 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.

Where behavior intervention services are provided by a nonpublic agency, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

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 section 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, contractor will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

Effective July 1, 2001 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 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 48 hours.

In case of incident, 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 resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a 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. The effective date of an invoice shall be the date of the receipt by the LEA. 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 2.3 (Notices) of this contract. All education related mental health services will be billed by 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 2.3 (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

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sessions (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay 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 CONTRACTOR within 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 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 90 days during which time the contract shall be consummated."

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 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 District/SELPA for reimbursement submissions to Medi-Cal. The contractor will not submit any claims in the LBO (LEA) 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 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 5 days; or (D) the CONTRACTOR fails to notify the LEA within 5 days after the 10<sup>th</sup> 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 CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.3 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 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

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pursuant to Section 2.3 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen 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 Schools: Section 4.1, Agencies: Section 5.1 (Rate Schedule) of this contract. If 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 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 years and shall be available for audit consistent with the provisions of this section.

b.           Maintenance of Student Records

District of residence 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 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.

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 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 LEA for such payment shall be made pursuant to the notice provisions of Section 2.3 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 Special Education Local Plan Area 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 2018-2019, 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 Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on July 1, 2018 and terminates at 5:00 p.m. on June 30, 2019 unless sooner terminated as provided herein.

**CONTRACTOR**

Nonpublic  School  Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Brandan McGee, Assistant Controller  
(Type) Name and Title

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APPROVED AS TO FORM:

**SELPA DIRECTOR**

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Russell Coronado, Senior SELPA Director  
(Type) Name and Title

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**LEA**

Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Gina A. Potter, Ed.D., Superintendent  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

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**Nonpublic**  
**Master Contract**

**Appendix B: Agencies**



San Diego County Office of Education  
Student Services and Programs Division  
**Special Education Department**

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
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**NONPUBLIC MASTER CONTRACT**  
**Appendix B: Agencies**

CONTRACT YEAR 2018-2019

**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, 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 9 (Notices) of this contract within 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 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 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 CONTRACTOR remain the property of 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. 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.

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- b. All communication between CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

**1.5 OWNERSHIP**

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by CONTRACTOR under this Agreement shall be the joint property of 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 replacement services, usually within 30 days, at a mutually convenient time and location if appropriate staff is not available to provide services.

CONTRACTORS who provide paraprofessionals, aides or other staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the provider 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 records with monthly invoices to the LEA (usually 10) days of the close of the school month. The documents as specified in this section shall be provided to LEA pursuant to the provisions in Section 2.3 (Notices) of the Nonpublic Master Contract 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 if the absences are not resolved. The CONTRACTOR shall provide notice as provided pursuant to Section 9 (Notices) of this contract. The LEA shall respond to the notice as soon as possible to review the student's absences and determine the placement option for the student.

If a CONTRACTOR attends more than ten sessions, and the student is not available for the service, the CONTRACTOR shall notify the LEA of the intent and notify the district of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the pupil's absences exceed more than ten 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 9 (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. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire

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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.

**SECTION 4: CONFLICT OF INTEREST**

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

To the extent required by EC section 56366.3, 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 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 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 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 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 365 days or misstates the reason for separation. However, if the LEA subsequently provides CONTRACTOR written notice (pursuant to Section 9 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 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 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 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 365 days.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT  
APPENDIX B: AGENCIES  
2018-2019**

**SECTION 5: FINANCIAL**

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Maxim Staffing Solutions

The CONTRACTOR 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>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	_____	_____
<u>Language and Speech (415)</u>	<u>75.00</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>75.00</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>38.00</u>	<u>hr</u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	_____	_____
<u>Health and Nursing: Other Services LVN (436)</u>	<u>38.00</u>	<u>hr</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>26.00</u>	<u>hr</u>
<u>Assistive Technology Services – Credentialed (445)</u>	_____	_____
<u>Assistive Technology Services - Classified (445)</u>	_____	_____
<u>Assistive Technology Services Assessment (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
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<u>Occupational Therapy (450) – Certified OT Assistant</u>	_____	_____
<u>Occupational Therapy (460) - Assessment</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Physical Therapy PT Assistant (460)</u>	_____	_____
<u>Physical Therapy Assessment (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Psychological Services Assessment (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Behavior Intervention Services (535) - Supervision</u>	_____	_____
<u>Behavior Intervention Services (535) – Other Provider/Beh.Tech</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Interpreter Services Shift Differential (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Audiological Services Assessment (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Specialized Vision Services Assessment (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Orientation and Mobility Assessment (730)</u>	_____	_____
<u>Braille Transcription (735)</u>	_____	_____



**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
*2018-2019*

**SECTION 6: APPROVALS**

**CONTRACTOR**  
Nonpublic Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Brandan McGee, Assistant Controller  
(Type) Name and Title

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APPROVED AS TO FORM:

**SELPA DIRECTOR**

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Russell Coronado, Senior SELPA Director  
(Type) Name and Title

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**LEA**  
Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Gina A. Potter, Ed.D., Superintendent  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT  
APPENDIX B: AGENCIES  
2018-2019**

**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 CONTRACTOR Maxim Staffing Solutions  
interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services  
identified in the most recent IEP/IFSP of all students in need of selected services as indicated on Appendix B,  
(Student Name)  
at the rate of Section 4.1 of the Master Contract for the 2018 - 2019 Contract Year.  
Anticipated Student Start Date: July 1, 2018.

This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date at the nonpublic agency or public agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and CONTRACTOR within this 90 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 90 days, or for any maximum period of time. The LEA and/or CONTRACTOR may agree, to hold an IEP meeting within 30 days of the student's anticipated start date.

Agreed to by the District Representative of the Special Education Unit of the LEA:

\_\_\_\_\_  
Signature Date

Gina A. Potter, Ed.D., Superintendent  
Name/Title

Agreed to by the CONTRACTOR:

\_\_\_\_\_  
Signature Date

Brandan McGee, Assistant Controller  
Name/Title

# 2018-19 San Diego County Nonpublic Master Contract

*Directions:*

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



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APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

*Directions:*

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

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NONPUBLIC  
MASTER CONTRACT

CONTRACT YEAR 2018-2019

This Master Contract is made and entered into

this 15<sup>th</sup> day of June, 202018 between the

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

hereinafter sometimes referred to as the "LEA," and

Staff Rehab  
(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 CONTRACTOR.<sup>1</sup> 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 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 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 CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-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.

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 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 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 CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

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<sup>1</sup> Please see Appendix B for Agencies for exceptions to NPA Hired as Full Time Equivalent

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

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1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education 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 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 1<sup>st</sup>), 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 18 to June 30, 20 2019.

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 on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

(l) 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

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- trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)
- (6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56521.2 (a) (6)
- (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

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.

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 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 (Ed. 56521.1(a))

- (1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).
- (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 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.

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 300.3Da) 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 CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or 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 CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall  
be addressed to:

Gina Potter, Ed.D., Superintendent  
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

gina.potter@sysd.k12.ca.us  
Email Address

Notices to the CONTRACTOR shall  
be addressed to:

Sara Palmer, Founder & CEO  
Name/Title

Staff Rehab  
Nonpublic School

5000 Birch Street Suite 3000 West Tower  
Address

Newport Beach CA 92660  
City State Zip

( 888 ) 835-0894  
Phone

( 949 ) 258-5296  
Facsimile

spalmer@staffrehab.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 San Diego County Office of Education (i.e. County Director of Special Education or a SELPA Director). Such approval shall not be unreasonably withheld. The LEA and 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 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 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.6, 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 CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 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) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (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 CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.6 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.3 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

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 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 CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Schools: Section 4.1, Agencies: Section 5.1) or a temporary rate agreed to by LEA and 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 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. CONTRACTOR has liability for accident, injury, or death, at all times pupil is in CONTRACTOR vehicle.

**2.7     WAIVERS**

The LEA and/or 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. CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by 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. 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. CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with 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 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 2.3) 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

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.

CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations 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 California EC section 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 2.3 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 CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.3 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. 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 section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 (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 CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five 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, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS 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 NPS staff 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 NPS 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 at the nonpublic school, whether changes to the pupil's IEP are necessary,

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and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS 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 LRE

CONTRACTOR & 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.

CONTRACTOR & LEA shall address LRE placement options for students enrolled in NPS 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, 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 CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, 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 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

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.

**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 California Department of Education 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.

For a NPSs A-G course credits, only University of California A-G approved courses will be accepted by contracting districts.

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 45 days of the change in accordance with Title 5, Section 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.

Where behavior intervention services are provided by a nonpublic agency, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

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 section 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, contractor will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

Effective July 1, 2001 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 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 48 hours.

In case of incident, 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 resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a 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. The effective date of an invoice shall be the date of the receipt by the LEA. 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 2.3 (Notices) of this contract. All education related mental health services will be billed by 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 2.3 (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

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sessions (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay 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 CONTRACTOR within 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 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 90 days during which time the contract shall be consummated."

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 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 District/SELPA for reimbursement submissions to Medi-Cal. The contractor will not submit any claims in the LBO (LEA) 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 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 5 days; or (D) the CONTRACTOR fails to notify the LEA within 5 days after the 10<sup>th</sup> 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 CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.3 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 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

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pursuant to Section 2.3 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen 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 Schools: Section 4.1, Agencies: Section 5.1 (Rate Schedule) of this contract. If 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 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 years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of residence 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 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.

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 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 LEA for such payment shall be made pursuant to the notice provisions of Section 2.3 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 Special Education Local Plan Area 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 2018-2019, 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 Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on July 1, 2018 and terminates at 5:00 p.m. on June 30, 2019 unless sooner terminated as provided herein.

**CONTRACTOR**

Nonpublic  School  Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Sara Palmer, Founder & CEO  
(Type) Name and Title

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APPROVED AS TO FORM:

**SELPA DIRECTOR**

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Russell Coronado, Senior SELPA Director  
(Type) Name and Title

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**LEA**

Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Gina Potter, Ed.D., Superintendent  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

# 2018-2019 Nonpublic Master Contract

## Appendix B: Agencies



San Diego County Office of Education  
Student Services and Programs Division  
**Special Education Department**

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
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**NONPUBLIC MASTER CONTRACT**  
**Appendix B: Agencies**

CONTRACT YEAR 2018-2019

**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, 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 9 (Notices) of this contract within 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 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 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 CONTRACTOR remain the property of 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. 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.

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- b. All communication between CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by CONTRACTOR under this Agreement shall be the joint property of 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 30 days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

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 2.3 (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 9 (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 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 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 9 (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. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire,

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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.

**SECTION 4: CONFLICT OF INTEREST**

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

To the extent required by EC section 56366.3, 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 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 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 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 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 365 days or misstates the reason for separation. However, if the LEA subsequently provides CONTRACTOR written notice (pursuant to Section 9 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 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 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 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 365 days.

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**SECTION 5: FINANCIAL**

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Staff Rehab

The CONTRACTOR NUMBER: 1A-30-199

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>75.00</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>75.00</u>	<u>hr</u>
<u>Language and Speech (415) - Assessment</u>	_____	_____
<u>Adapted Physical Education (425)</u>	<u>75.00</u>	<u>hr</u>
<u>Adapted Physical Education Assessment (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u>37.00</u>	<u>hr</u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	_____	_____
<u>Health and Nursing: Other Services LVN (436)</u>	<u>37.00</u>	<u>hr</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>30.00</u>	<u>hr</u>
<u>Assistive Technology Services – Credentialed (445)</u>	_____	_____
<u>Assistive Technology Services - Classified (445)</u>	_____	_____
<u>Assistive Technology Services Assessment (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____

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<u>Occupational Therapy (450) – Certified OT Assistant</u>	_____	_____
<u>Occupational Therapy (460) - Assessment</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Physical Therapy PT Assistant (460)</u>	_____	_____
<u>Physical Therapy Assessment (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Psychological Services Assessment (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Behavior Intervention Services (535) - Supervision</u>	_____	_____
<u>Behavior Intervention Services (535) – Other Provider/Beh.Tech</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Interpreter Services Shift Differential (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Audiological Services Assessment (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Specialized Vision Services Assessment (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Orientation and Mobility Assessment (730)</u>	_____	_____
<u>Braille Transcription (735)</u>	_____	_____



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**SECTION 6: APPROVALS**

**CONTRACTOR**  
Nonpublic Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Sara Palmer, Founder & CEO  
(Type) Name and Title

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APPROVED AS TO FORM:

**SELPA DIRECTOR**

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Russell Coronado, Senior SELPA Director  
(Type) Name and Title

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**LEA**  
Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Gina Potter, Ed.D., Superintendent  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
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**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 Staff Rehab  
interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services  
identified in the most recent IEP/IFSP of all students assigned,  
(Student Name)  
at the rates set forth in Schools: Section 4.1 of the Master Contract for the 20118 - 20119 Contract Year.  
Anticipated Student Start Date: July 2, 2018.

This interim written approval shall be for a maximum period of 90 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 90 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 90 days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within 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

Gina Potter, Ed.D., Superintendent  
Name/Title

Agreed to by the CONTRACTOR:

\_\_\_\_\_  
Signature \_\_\_\_\_  
Date

Sara Palmer, Founder & CEO  
Name/Title

# 2018-19 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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Special Education Department

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APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

*Directions:*

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

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NONPUBLIC  
MASTER CONTRACT

CONTRACT YEAR 2018-2019

This Master Contract is made and entered into

this 15th day of June, 2018 between the

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

hereinafter sometimes referred to as the "LEA," and

Career Staff Unlimited  
(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 CONTRACTOR.<sup>1</sup> 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 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 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 CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-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.

**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 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 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 CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

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<sup>1</sup> Please see Appendix B for Agencies for exceptions to NPA Hired as Full Time Equivalent.

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1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education 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 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 1<sup>st</sup>), 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 18 to June 30, 20 19.

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 on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

(I) 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

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- trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)  
(6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56521.2 (a) (6)  
(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

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.

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 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 (Ed. 56521.1(a))

- (1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).  
(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 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.

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 300.3Da) 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 CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or 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 CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall be addressed to:

Gina A. Potter, Ed.D., Superintendent  
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

gina.potter@sysd.k12.ca.us  
Email Address

Notices to the CONTRACTOR shall be addressed to:

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Nonpublic School

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

(      )  
Phone

(      )  
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 San Diego County Office of Education (i.e. County Director of Special Education or a SELPA Director). Such approval shall not be unreasonably withheld. The LEA and 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 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 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.6, 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 CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 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) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (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 CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.6 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.3 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

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 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 CONTRACTOR at the rate specified in this Master Contract, (Rate Schedule - Schools: Section 4.1, Agencies: Section 5.1) or a temporary rate agreed to by LEA and 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 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. CONTRACTOR has liability for accident, injury, or death, at all times pupil is in CONTRACTOR vehicle.

**2.7 WAIVERS**

The LEA and/or 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. CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by 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. 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. CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with 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 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 2.3) 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**

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.

CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations 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 California EC section 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 2.3 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 CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.3 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. 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 section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 (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 CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five 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, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS 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 NPS staff 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 NPS 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 at the nonpublic school, whether changes to the pupil's IEP are necessary,

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and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS 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 LRE

CONTRACTOR & 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.

CONTRACTOR & LEA shall address LRE placement options for students enrolled in NPS 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, 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 CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, 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 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**

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.

**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 California Department of Education 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.

For a NPSs A-G course credits, only University of California A-G approved courses will be accepted by contracting districts.

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 45 days of the change in accordance with Title 5, Section 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.

Where behavior intervention services are provided by a nonpublic agency, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

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 section 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, contractor will adhere to all of the requirements under AB 389.

**3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS**

Effective July 1, 2001 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 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 48 hours.

In case of incident, 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 resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a 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. The effective date of an invoice shall be the date of the receipt by the LEA. 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 2.3 (Notices) of this contract. All education related mental health services will be billed by 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 2.3 (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

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sessions (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay 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 CONTRACTOR within 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 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 90 days during which time the contract shall be consummated."

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 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 District/SELPA for reimbursement submissions to Medi-Cal. The contractor will not submit any claims in the LBO (LEA) 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 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 5 days; or (D) the CONTRACTOR fails to notify the LEA within 5 days after the 10<sup>th</sup> 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 CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.3 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 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

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pursuant to Section 2.3 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen 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 Schools: Section 4.1, Agencies: Section 5.1 (Rate Schedule) of this contract. If 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 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 years and shall be available for audit consistent with the provisions of this section.

**b. Maintenance of Student Records**

District of residence 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 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.

**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 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 LEA for such payment shall be made pursuant to the notice provisions of Section 2.3 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 Special Education Local Plan Area 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**

**2018-2019**

**SECTION 5: SIGNATURES**

This Nonpublic Master Contract 2018-2019, 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 Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on July 1, 2018 and terminates at 5:00 p.m. on June 30, 2019 unless sooner terminated as provided herein.

**CONTRACTOR**

Nonpublic  School  Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Type) Name and Title

---

---

APPROVED AS TO FORM:

**SELPA DIRECTOR**

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Type) Name and Title

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**LEA**

Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Gina A. Potter, Ed.D., Superintendent  
\_\_\_\_\_  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

# 2018-2019 Nonpublic Master Contract

## Appendix B: Agencies



San Diego County Office of Education  
Student Services and Programs Division  
Special Education Department

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**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT  
APPENDIX B: AGENCIES  
2018-2019**

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**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT  
APPENDIX B: AGENCIES  
2018-2019**

**NONPUBLIC MASTER CONTRACT  
Appendix B: Agencies**

CONTRACT YEAR 2018-2019

**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, 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 9 (Notices) of this contract within 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 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 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 CONTRACTOR remain the property of 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. 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.

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**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
**2018-2019**

- b. All communication between CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, student assessment results, and program materials created specifically for individual pupils by CONTRACTOR under this Agreement shall be the joint property of 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 30 days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

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 2.3 (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 9 (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 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 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 9 (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. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, and safety.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
**2018-2019**

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.

**SECTION 4: CONFLICT OF INTEREST**

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

To the extent required by EC section 56366.3, 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 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 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 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 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 365 days or misstates the reason for separation. However, if the LEA subsequently provides CONTRACTOR written notice (pursuant to Section 9 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 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 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 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 365 days.

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT  
APPENDIX B: AGENCIES  
2018-2019**

**SECTION 5: FINANCIAL**

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Career Staff Unlimited

The CONTRACTOR NUMBER: \_\_\_\_\_

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>74.00</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>75.00</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>	_____	_____

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**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT  
APPENDIX B: AGENCIES  
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<u>Occupational Therapy (450) – Certified OT Assistant</u>	_____	_____
<u>Occupational Therapy (460) - Assessment</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Physical Therapy PT Assistant (460)</u>	_____	_____
<u>Physical Therapy Assessment (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Psychological Services Assessment (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Behavior Intervention Services (535) - Supervision</u>	_____	_____
<u>Behavior Intervention Services (535) – Other Provider/Beh.Tech</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Interpreter Services Shift Differential (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Audiological Services Assessment (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Specialized Vision Services Assessment (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Orientation and Mobility Assessment (730)</u>	_____	_____
<u>Braille Transcription (735)</u>	_____	_____

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT  
APPENDIX B: AGENCIES  
2018-2019**

<u>Specialized Orthopedic Services (740)</u>	_____	_____
<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  
2018-2019**

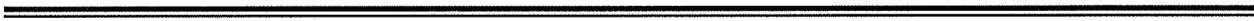
**SECTION 6: APPROVALS**

**CONTRACTOR**  
Nonpublic Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Type) Name and Title



APPROVED AS TO FORM:

**SELPA DIRECTOR**

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Type) Name and Title



**LEA**  
Local Educational Agency

\_\_\_\_\_  
Authorized Representative Signature

DATE: \_\_\_\_\_

Gina A. Potter, Ed.D., Superintendent  
(Type) Name and Title

LEA Board Approval

DATE: \_\_\_\_\_

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
**2018-2019**

**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 Career Staff Unlimited  
interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services  
identified in the most recent IEP/IFSP of all students assigned,  
(Student Name)  
at the rates set forth in Schools: Section 4.1 of the Master Contract for the 2018 - 2019 Contract Year.  
Anticipated Student Start Date: \_\_\_\_\_.

This interim written approval shall be for a maximum period of 90 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 90 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 90 days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within 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

Gina A. Potter, Ed.D., Superintendent  
Name/Title

Agreed to by the CONTRACTOR:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name/Title

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT  
APPENDIX B: AGENCIES  
2018-2019**

**INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES**  
(Education Code Sections 56365 et seq.)

This agreement is effective on \_\_\_\_\_ 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, 201\_\_\_\_\_, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency \_\_\_\_\_ Nonpublic Agency \_\_\_\_\_

LEA Case Manager: Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Pupil Name \_\_\_\_\_ Sex:  M  F Grade: \_\_\_\_\_  
(Last) (First) (M.I.)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB \_\_\_\_\_ Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone ( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
(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)							
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)							<b>12B.30</b>

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
**2018-2019**

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				
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)							
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)							
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)							<b>12B.30</b>

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT**  
**APPENDIX B: AGENCIES**  
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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							
Mentoring (860)							
Agency Linkages (referral and placement) (865)							<b>12B.30</b>

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT  
APPENDIX B: AGENCIES  
2018-2019**

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				
Travel Training (870)							
Other Transition Services (890)							
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-

\_\_\_\_\_  
(Name of Nonpublic Agency)

\_\_\_\_\_  
(Name of School District)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** June 14, 2018

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

**FROM:**  
Educational Services  
Manuela Colom, Executive Director

**INITIAL:** \_\_\_\_\_  
 Informational  
 Action

**AGENDA ITEM:** MEMORANDUM OF AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR 2018-2019 ASES & 21<sup>st</sup> CCLC PROGRAMS

**BACKGROUND INFORMATION:**

This Memorandum of Agreement (MOA) is entered between YMCA of San Diego County and the San Ysidro School District to implement the After School Education & Safety (ASES) and 21<sup>st</sup> Century Community Learning Centers (CCLC) Programs. 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 during school year 2018-19. Services will be provided at La Mirada, Willow, Smythe, Sunset, San Ysidro Middle, Vista Del Mar Middle and Ocean View Hills Schools. In addition, 21<sup>st</sup> CCLC Supplemental funds have been designated to San Ysidro Middle and Willow Elementary Schools.

**RECOMMENDATION:**

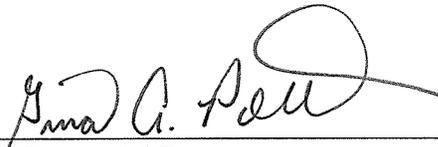
Approve the Memorandum of Agreement with YMCA of San Diego County to provide After School Education & Safety (ASES) Services and 21<sup>st</sup> Century Community Learning Centers (CCLC) for fiscal year 2018-2019 in an amount up to \$967,427.22.

**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.

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other		Business Services Reviewed: _____
Financial Implications?	Are funds for this item available in the 2018-2019 Budget?	Requisition #
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<div style="border: 1px solid black; padding: 5px; width: 150px; margin: 0 auto;">\$967,427.22</div> (Amount)	<div style="border: 1px solid black; padding: 5px; width: 300px; margin: 0 auto;">Supplemental &amp; Concentration Funds ASES and 21<sup>st</sup> CCLC Grant Funds</div> (Name of funding source and/or location)	<div style="border: 1px solid black; padding: 5px; width: 300px; margin: 0 auto;">--</div> (Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No  
**Superintendent's Office Certification:**

  
 \_\_\_\_\_  
 Gina A. Potter, Ed.D.  
 Superintendent

## MEMORANDUM OF AGREEMENT

### After School Education & Safety (ASES) & 21<sup>st</sup> Century Community Learning Centers (CCLC) Programs YMCA of San Diego County 2018-19-Contract for Services

This Agreement is to provide summer program services, before school program services, and after school program services through the After School Education and Safety Program (ASES) and 21<sup>st</sup> Century Community Learning Centers (CCLC) and is entered into this 1st day of July, 2018 by and between the **San Ysidro School District** and **YMCA of San Diego County (YMCA)** who agrees to provide the services in accordance with the provisions of the California Education Code (EC) sections 8482-8484.7.

#### 1. General Conditions:

##### **ASES Program Hours of Operation and Attendance Requirements:**

1. The Summer Program will begin at 8:00 A.M. and will operate 4.5 hours for at least 20 days.
2. Additional supplemental funds may be allocated for additional services per the direction of San Ysidro School District.
3. The After School Program will begin operation immediately upon the end of the regular school day and operate until at least 6:00 p.m. for a minimum of 15 hours per week, and on every “regular school day” and any day that students attend and instruction takes place.
4. For Before School Programs, provide program services for a minimum of 1 1/2 hours every school day.
5. Elementary students should participate every day the after school component operates.
6. Establish a local policy for early release of students attending the ASES after school component needing to leave a program before closing which includes written parental permission stating the dates, times, and reasons for the early release. However, the after school component must remain open until at least 6:00 p.m.
7. Establish a policy for late arrival of those students attending the ASES Before School Program. This late arrival policy should include parental permission stating the dates, times, and reasons for the late arrival.
8. To ensure that subsequent ASES grant awards will not be reduced due to insufficient program attendance and performance, YMCA of San Diego County must enforce the grant rules in compliance with **California Education Code 8483.7. (a) (1) (A)**. California Education Code 8483.7. (a) (1) (A). states: Each school that establishes a program pursuant to this article is eligible to receive a three-year direct grant, that shall be awarded in three one-year increments and is subject to semi- annual attendance reporting and requirements as described in Section 8482.3 once every three years:
  - i. The CDE shall provide technical support for development of a program improvement plan for grantees under the following conditions: (I) If actual pupil attendance falls below 75 percent of the target attendance level in any year of the grant. (II) If the grantee fails, in any year of the grant, to demonstrate measurable outcomes pursuant to Section 8484.
  - ii. The CDE shall adjust the grant level of any school within the program that is under 85% of its targeted attendance level in each of two consecutive years.
  - iii. In any year after the initial grant year, if the actual attendance level of a school within the program falls below 75 percent of the target attendance level, the CDE shall **12B.31** in a review of the program and adjust the grant level as the CDE deems appropriate. **Page 2 of 13**

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

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

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

**3. Staffing Requirements:**

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

**4. State Mandated Data and Evaluation Requirements:**

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

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

1. Upon notification of overpayment in excess of the grant award amount or request for reimbursement of unexpended ASES grant funds by the CDE, San Ysidro School District or YMCA of San Diego County will be required to return the entire amount of funding in question to the San Diego County Office of Education.
2. Ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, California Education Code 8483.7.
3. Failure to comply with California Education Code 8483.7 shall result in a reduction of the ASES grant award during the current fiscal year or in subsequent years of the grant.
4. San Ysidro School District shall amend contract appropriately with the YMCA of San Diego County if the daily ASES reimbursement rate is increased by the California Department of Education during the term of contracted services. The current ASES reimbursement rate is \$8.19 per student/per day for the PM Program and \$5.46 per student/per day for the AM Program. San Ysidro shall adjust contract maximum to the appropriate percentage grant award was increased or reduced in contract year.

**6. Federal Program Monitoring and Annual Program Audit Guidelines.**

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

**7. 85/15 Grant Budget Restrictions** (See YMCA of San Diego County ELP 2018-19 Attachments A & B)

1. The San Diego County Office of Education shall retain 2% or \$19,743.41 of total grant funds for direct administrative costs.
2. San Ysidro School District shall retain 3.0% or \$29,615.12 of total grant funds for direct administrative costs.
3. The YMCA must expend at least 85% or \$839,095.03 of total grant funding in direct services for pupils.
4. No more than 5% or \$49,358.53 of direct administrative costs shall be expended by YMCA.
5. The YMCA of San Diego County shall receive up to 5% or \$49,358.53 for direct administrative costs and up to 8.0% or \$79,386.04 for indirect costs. No more than up to 5% or \$49,358.12 of indirect costs shall come from grant funds. The YMCA of San Diego County shall invoice up to 3% or \$29,615.12 of indirect costs on separate invoice line designated for local funds.

**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% or \$81,441.56 of total match requirement.

3. YMCA of San Diego County shall contribute 10% or \$32,576.63 of total match requirement unless otherwise agreed upon between San Ysidro School District and YMCA.
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. Ensure that the program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, science and computer training.
4. 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.
5. Plan the program through a collaborative process that includes parents, youth, and school administration and personnel, community organizations, and the private sector.
6. 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.
7. 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)).
8. Provide information regarding the ASES Program in a form and language that is easily understandable to all parents.
9. 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.
10. San Ysidro School District and YMCA will collaborate and coordinate with the regular school day program.
11. 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.
12. All YMCA staff and volunteers will fulfill health screening and fingerprint clearance requirements in current law according to San Ysidro School District policy.
13. Each ASES funded site will be responsible for the development of a 2018-19 After School Program Plan as part of the San Diego ASES Program Consortium.
14. 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.
15. Each site ASES Program plan will identify 2018-19 Attendance Goals described in Section VII of the San Diego Consortium After School Program Plan.
16. Ensure that ASES staff attends District and SDCOE training opportunities designed to maximize program effectiveness.
17. Host scheduled technical assistance site visits conducted by staff from RTAC, the After School (ASC) and the CI.

18. 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.
19. 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, 2018 through June 30, 2019.

## **11. COMPENSATION/COSTS AND PAYMENT SCHEDULE**

Annual total contract amount up to \*\$967,427.22 to YMCA of San Diego County. This amount includes up to \$937,812.10 from grant funds, and up to \$29,615.12 from local funds.

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YMCA of San Diego County shall submit to San Ysidro School District itemized invoices which indicate work completed by YMCA. 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, 2019 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 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.

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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.

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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.

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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

**YMCA of San Diego County Sub-Contractor Agreement  
Attachment A: San Ysidro School District ELP Grant Funds 2018-19**

Organization Name	Indirect Costs/Indirect Cost Rate Retained (Should not exceed 5% of total Grant Award)		Direct Administrative Costs Retained (Should not exceed 15% of Total Grant Award including Indirect Costs)		Direct Service Costs Retained (Should be at least 85% of total Grant Award)		Total Amount of Grant Award Retained By Organization	
	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award
San Diego County Office of Education	\$0.00	0.00%	\$19,743.41	2.00%	\$0.00	0.00%	\$19,743.41	2.00%
San Ysidro School District	\$0.00	0.00%	\$29,615.12	3.00%	\$0.00	0.00%	\$29,615.12	3.00%
YMCA of San Diego County	\$49,358.53	5.00%	\$49,358.53	5.00%	\$839,095.03	85.00%	\$937,812.10	95.00%
<b>Total Costs Retained</b>	<b>\$49,358.53</b>	<b>5.00%</b>	<b>\$98,717.06</b>	<b>10.00%</b>	<b>\$839,095.03</b>	<b>85.00%</b>	<b>\$987,170.63</b>	<b>100.00%</b>
	ASES	Award Amount:		\$881,870.63				
	21st CCLC	Award Amount:		\$105,300.00				
	ASES/21st CCLC	Total Award Amounts:		\$987,170.63				

**12B.31-A**

YMCA of San Diego County Sub-Contractor Agreement  
Attachment B-San Ysidro Local Funds 2018-19

Organization Name	Indirect Costs		Direct Administrative Costs Retained		Direct Service Costs Retained		Total Amount of Grant Award Retained By Organization	
	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award
San Diego County Office of Education	\$0.00	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%
San Ysidro School District	\$0.00	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%
YMCA of San Diego County	\$29,615.12	3.00%	0.00	0.00%	0.00	0.00%	\$29,615.12	3.00%
<b>Total Costs Retained</b>	<b>\$29,615.12</b>	<b>3.00%</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>0.00%</b>	<b>29,615.12</b>	<b>3.00%</b>

12B.31B

Local Funds	\$29,615.12	ASES Award Amount:	N/A
		21st CCCLC Award Amount:	N/A