

LAKE SIDE UNION SCHOOL DISTRICT

Office of the Superintendent
12335 Woodside Avenue
Lakeside, California 92040
(619) 390-2600

Audience:

Meeting ID: 947 9256 2765

Dial In: 1 (669) 900-6833

Meeting Password: 947175

October 13, 2022

Closed Session: 3:30 p.m.

Open Session: 4:00 p.m.

NOTICE OF THE REGULAR MEETING OF THE BOARD OF TRUSTEES

Members of the public who require disability modification or accommodation in order to participate in the meeting should contact the Superintendent's Office at (619) 390-2606 or in writing, at least twenty-four (24) hours before the meeting. (Government Code section 54954.2).

Please take notice that the Governor of California issued Executive Order N-29-20 on March 17, 2020. This Order provides, in part, as follows: "All requirements in...the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or of the public as a condition of participation in or quorum for a public meeting are hereby waived."

Members of the public who wish to participate in public comment will need to fill out a form using the **Public Comment Form** prior to the start of the meeting. Public comment can be made in person or through Zoom.

A. CALL TO ORDER AND ROLL CALL

- B. OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD ON ANY ITEM DESCRIBED IN THIS NOTICE (GOVERNMENT CODE SECTION 54954.3) Public Comment Form**
Opportunity for Members of the Public to address the Board on any item on the agenda. In the interest of time and order, presentations from the public are limited to four (4) minutes per person. An individual speaker's allotted time may not be increased by a donation of time from members of the public in attendance. If you wish to speak under Public Comment or Public Hearings, follow the directions for speaking to agenda items as listed above.

C. CLOSED SESSION – 3:30PM

1. Conference with Labor Negotiator, Lisa Davis, regarding the California School Employees Association and its Chapter 240 pursuant to Government Code §54957.6;
2. Conference with Labor Negotiator, Lisa Davis, regarding the Lakeside Teachers Association pursuant to Government Code §54957.6;
3. Public Employee Evaluation, Superintendent, pursuant to Government Code §54957.

D. OPENING PROCEDURES – 4:00PM

1. Reconvene,
2. Welcome Visitors
3. Closed Session Report
4. The Pledge of Allegiance will be led by students from Lemon Crest. Following the pledge, principal Kelly Gilbert will present highlights from the school.

E. TRUSTEE REPORTS AND COMMENTS

Trustees will report and comment as desired.

F. OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD ON ANY ITEM DESCRIBED IN THIS NOTICE (GOVERNMENT CODE SECTION 54954.3) Public Comment Form

Opportunity for Members of the Public to address the Board on any item on the agenda. In the interest of time and order, presentations from the public are limited to four (4) minutes per person. An individual speaker's allotted time may not be increased by a donation of time from members of the public in attendance. If you wish to speak under Public Comment or Public Hearings, follow the directions for speaking to agenda items as listed above.

G. PUBLIC HEARINGS/ACTION ITEMS

1. **PUBLIC HEARING:** At **4:30 p.m.**, the Governing Board will conduct a public hearing to receive input from the public regarding the availability of textbooks and/or instructional materials for fiscal year 2022-23.
2. **Adoption** is requested of Resolution No. 2023-08, determining that every pupil has sufficient textbooks or instructional materials in each of the following subjects that are consistent with the content and cycles of the curriculum, framework adopted by the State Board of Education: Mathematics; Science; History-Social Science; and Reading/Language Arts.
3. **PUBLIC HEARING:** The Governing Board will conduct a public hearing to receive input from the public regarding the financial provisions of the proposed collective bargaining agreement with Lakeside Teachers Association. The approximate total combined cost to the district is \$2,814,526.75 with fringe costs for the 2022-23 school year.
4. **Approval** is requested of the Disclosure of the Collective Bargaining Agreement for the Tentative Agreement with Lakeside Teachers Association to resolve negotiations for the 2022-23 school year. This is required by Government Code 3547.5 requiring local educational agencies to publicly disclose the provisions of all collective bargaining agreements before entering into a written agreement.
5. **Approval** is requested of a Tentative Agreement with the Lakeside Teachers Association including an increase to the salary schedule of 7.65% compression/increase of the salary schedule for longevity steps beginning with years 17, 19, 21, 23, 25 and ending at step 27. Also included are additions and increases to the stipends, retiree benefits and updated language to Articles 7, 9 and 10.
6. **PUBLIC HEARING:** The Governing Board will conduct a public hearing to receive input from the public regarding the financial provisions of the proposed collective bargaining agreement with the California School Employees Association and its Chapter 240. The approximate total combined cost to the district is \$1,385,335.01 with fringe costs for the 2022-23 school year.
7. **Approval** is requested of a Disclosure of the Collective Bargaining Agreement with the California School Employees Association and its Chapter 240 to resolve negotiations for the 2022-23 school year.
8. **Approval** is requested of a new 3-year Tentative Agreement with the California School Employees Association and its Chapter 240 including changes to the salary schedule with an increase of 9.94% and updated language to Articles 6, 9, 13, 16, 17, 19 and 22.

H. ITEMS OF BUSINESS

1.1 Designate consent agenda items.

Note: Consent agenda items are generally routine items of business. The Board will designate those items to be approved as a whole, unless a member of the public requests consideration of an item on an individual basis. The Board will review and act on the remaining items of business.

1.2 Discussion/adoption of consent agenda items.

SUPERINTENDENT

2.1 **Adoption** is requested of the regular board meeting minutes of September 8, 2022.

HUMAN RESOURCES

3.1 **Approval/Ratification** is requested of Personnel Assignment Order 2023-04.

3.2 **Approval** is requested of a new classified manager job description for Transportation Supervisor.

BUSINESS SERVICES

4.1 **Approval** is requested of the following monthly business reports: A) Commercial Warrants; B) Revolving Cash; C) Purchase Orders and Change Orders; and D) Purchase Card Expenditures.

4.2 **Approval** is requested of the Management Salary Schedule reflecting a new position: Transportation Supervisor.

4.3 **Approval** is requested of the Certificated Salary Schedule for the 2022-23 school year, effective July 1, 2022.

4.4 **Approval** is requested of the Classified Salary Schedule for the 2022-23 school year, effective July 1, 2022.

4.5 **Approval** is requested of the Confidential, Management and Superintendent Salary Schedule for the 2022-23 school year, effective July 1, 2022.

4.6 **Adoption** is requested of a Memorandum of Understanding with the California School Employees Association and its Chapter 240 regarding a revised job description for Van Driver.

4.7 **Approval** is requested Memorandum of Understanding with the California School Employees Association and its Chapter 240 regarding the Classified School Employee Summer Assistance Program (CSESAP) at an approximate cost of \$72,119.

4.8 **Approval** is requested of Memorandum of Understanding with the California School Employees Association and its Chapter 240 regarding a new position in the Classified Bargaining Unit: Student Support Assistant – bilingual preferred at an approximate cost of \$68,944.

4.9 **Approval** is requested of the destruction of records considered to be Class 3. These records have been retained for the legal period of time as per Article 2, Sections 16023-16028 of Title 5, California Code of Regulations. There is no further need to retain these records for use in the district.

H. BUSINESS SERVICES

- 4.10 **Approval** is requested of a DREAM Academy Read-a-thon fundraiser to build up a small school library and garden supplies.
- 4.11 **Authorization** is requested of an out-of-county field trip for LMS & TdS Advanced Band to perform at Knott's Berry Farm on December 9, 2022.
- 4.12 **Authorization** is requested of the disposal of the following books/items, per Board Policy 3270, Sale and Disposal of Books, Equipment and Supplies: A) Titmus Vision Tester; B) Maico Pilot Test Hearing Diagnostic; C) 2 Otodynamics Audiometers GSI 117; D) Audiometrics MT10; E) 2 Snellen Letter Eye Charts Good Lite; F) Missing Letter Chart; G) Lemon Crest library books published between 1970-1990; H) CPO Focus on Earth Science, publisher Delta Education; I) CPO Focus on Life Science, publisher Delta Education; J) CPO Focus on Physical Science, publisher Delta Education; K) H-M California Science 4th & 5th Grade; L) H-M Discovery Works, Grades 2-3-4-5; M) H-M Reading California, Grade 1; N) McGraw-Hill Share the Music, Grades 3-4; O) McGraw-Hill SRA Art Connections, Grade 2; P) Harcourt Science and California HSP Math, Grade 5; and Q) Old outdated books from the Lakeside Farms library.
- 4.13 **Approval** is requested of the following annual contracts for the 2022-23 school year: A) Imagine Learning (Ed Services); B) Sunbelt Staffing (SpEd); C) Children's Occupational Therapy Services, Inc. (SpEd); D) Connect4kids (SpEd); E) SDCOE – Leadership Coaching (Ed Services); F) Left Coast Scales – CALPADS Training (SpEd); G) Therapy Travelers Addendum (SpEd); H) San Diego Youth Services (Pupil Services); I) ABA Education Foundation (SpEd); J) Soliant Staffing (SpEd); K) San Joaquin County Office of Ed (SpEd); L) Chula Vista Electric Co. (Maint); M) Parent Institute for Quality Education – 2 contracts (Ed/Pupil Services); N) Matt Upton (Child Nutrition); O) Vista Hill (SpEd); P) Stein Education Center (SpEd); Q) TIEE-Childrens Workshop (SpEd); R) Specialized Therapy Services (SpEd); S) New Haven Youth and Family Services (SpEd); T) SDCOE Reimbursement (Supt); U) Verbal Behavior Associates (SpEd); V) Cross Country Education (SpEd); W) Joselyn McCullough (SpEd); X) Therapy Travelers (SpEd); Y) Albert Melaragno, M.D. (SpEd); Z) Mariana Mesnik (SpEd); AA) Total Vision Care, LLC (SpEd); BB) Total Vision PC (SpEd); and CC) Ninyo & Moore Addendum (Bond).
- 4.14 **Approval** is requested of the following gifts to the District: A) \$60 from Hanson's Muffler Service to LMS FFA program; B) \$2,000 from El Capitan Stadium Association to LMS Show Choir/Dance program; C) Miscellaneous school supplies from Karen Barnette and TNT Locksmith to LMS; D) 80 folders and pencils from Dr. Jean Chan, DDS to Lindo Park Kindergarten classrooms; E) Books from Cindy and Frank Hilliker for each teacher at Lindo Park; F) \$1,400 from Blackbaud Giving Fund to Lakeview; G) Portable basketball hoop and basketball from Mr. & Mrs. Barnett to the DREAM Academy.; H) \$1,500 from the El Capitan Stadium Association to Lakeside Farms for their Cougar Den that benefits students in need; I) \$40 each from the Sameer family to Lakeside Farms's Mrs. Purgason and Mrs. Jones classrooms; and J) \$12,657 from the TdS PTSA to TdS for 8th grade field trips, new PE equipment, ASB, dance/drama, and site/gym.

ED SERVICES

- 5.1 **Approval** is requested of the Comprehensive School Safety Plans (CSSP's) for each school site for the 2022-23 school year.

H. ED SERVICES (CONTINUED)

- 5.2 **Approval** is requested of a Settlement Agreement and General Release with a district student in the amount of \$16,000 to provide compensatory education in the area of specialized academic instruction, as well as covering the attorney's fees.

BOND

- 6.1 **Approval** is requested of Change Order #4 with ESR Construction for the Tierra del Sol Middle School new gymnasium construction project at a credit of (\$15,060).
- 6.2 **Approval** is requested to award GEM Industrial, Inc. the bid for the Winter Gardens Fencing project as they were the lowest bidder of the informal CUPCCAA bid process. The \$147,860 project will be paid for with deferred maintenance funds.
- 6.3 **Approval** is requested of an Agreement for Construction Inspection Services with Blue Coast Consulting for the district's Solar Infrastructure Project at a cost of \$117,920.
- 6.4 **Approval** is requested of an Agreement for Special Inspection and Materials Testing Services with Ninyo & Moore to act as the LOR, materials testing, geotechnical and special inspections for the Solar Infrastructure Project at a cost of \$127,386.

I. INFORMATIONAL ITEM

Enrollment Report for Month 1 (through 9/16/22).

J. DISCUSSION ITEMS

1. The Board will discuss a parent request to celebrate "United Against Hate Week" is November 13-19, 2022.
2. *First Reading* of Administrative Regulation and Exhibit 1312.4: Williams Uniform Complaint Procedures.
3. *First Reading* of Board Policy 3110: Transfer of Funds.
4. *First Reading* of Board Policy, Administrative Regulation and Exhibit 3517: Facilities Inspection.
5. *First Reading* of Board Policy, Administrative Regulation and Exhibit 6120: Response to Instruction and Intervention.

K. REPORTS TO THE BOARD

1. Union Representatives:
 - A. **Kerry Strong**, will present comments as the Lakeside Teachers Association President.
 - B. **David Myers**, will present comments as the California School Employees Association President.
2. District Superintendents
 - A. **Lisa Davis** will present business and operations updates.
 - B. **Dr. Natalie Winspear** will present educational services updates.
 - C. **Dr. Rhonda Taylor** will present closing comments.

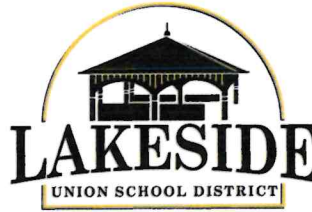
L. ADJOURNMENT

Respectfully Submitted,
Rhonda L. Taylor, Ed.D., Superintendent

"Igniting Passion in Today's Students for Tomorrow's Opportunities"

Administration:

RHONDA L. TAYLOR, Ed.D.
Superintendent
NATALIE WINSPEAR, Ed.D.
Assistant Superintendent
LISA DAVIS
Assistant Superintendent



Board of Trustees:

HOLLY FERRANTE
ANDREW HAYES
LARA HOEFER MOIR
BONNIE LACHAPPA
DON WHISMAN

NOTICE OF PUBLIC HEARING

At 4:30 p.m. at the regular meeting of October 13, 2022 the Board of Trustees will conduct a public hearing to receive input regarding the availability of textbooks and/or instructional materials for fiscal year 2022-2023.

The public hearing will be on October 13, 2022 in the District Administrative Center of the Lakeside Union School, 12335 Woodside Avenue, Lakeside, California.

September 30, 2022

Rhonda L. Taylor, Ed.D.
Secretary to the Board

Administration:

RHONDA L. TAYLOR, Ed.D.
Superintendent
NATALIE WINSPEAR, Ed.D.
Assistant Superintendent
LISA DAVIS
Assistant Superintendent



Board of Trustees:

HOLLY FERRANTE
ANDREW HAYES
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BONNIE LACHAPPA
DON WHISMAN

RESOLUTION NO. 2023-08

**RESOLUTION DETERMINING SUFFICIENCY OF INSTRUCTIONAL MATERIALS
FISCAL YEAR 2022-2023**

WHEREAS, in order to receive state instructional materials funds, the Lakeside Union School District Governing Board is required by Education Code Section 60119 to hold a public hearing and adopt a resolution by the eighth week of the school year, determining that EVERY pupil has sufficient textbooks or instructional materials in each of the following subjects that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education: mathematics, science, history-social science, reading/language arts.

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

WHEREAS, as part of the required hearing, the Governing Board must also make a written determination as to whether each pupil enrolled in a world language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the state board for those subjects.

WHEREAS, "sufficient textbooks or instructional materials," means that each pupil, including English learners, has a textbook or instructional materials, or both, to use in class and to take home to complete required homework assignments. This does not require two sets of textbooks or instructional materials for each pupil.

THEREFORE, BE IT RESOLVED that for the 2022-23 school year, the Governing Board hereby determines, as required by Education Code Section 60119, that the school district has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following areas:

1. Mathematics
2. Science
3. History-Social Science
4. Reading/Language Arts, including the English language development component of an adopted program
5. Health
6. World Language

Igniting Passion in Today's Students for Tomorrow's Opportunities!

12335 Woodside Avenue • Lakeside, California 92040
DISTRICT OFFICE 619.390.2600 • FAX 619.561.7929 • <http://www.lsusd.net/>

PASSED AND ADOPTED by the Board of Trustees of the Lakeside Union School District at Lakeside, California, this 13th day of October 2022 by the following vote:

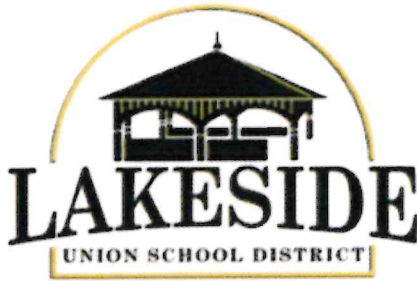
AYES:

NOES:

ABSENT:

I, Bonnie LaChappa, Clerk of the Governing Board of the Lakeside Union School District of San Diego County, California, do hereby certify that the foregoing is a full and correct copy of a resolution duly passed and adopted by said board at the regularly called and conducted meeting held on said date.

Clerk of the Governing Board

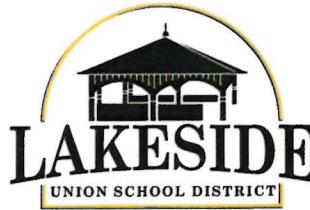


**LUSD Adopted Curriculum
Updated 2022-2023**

Course	Title	Publisher	Grade
English Language Arts	Wonders	McGraw Hill	K-5
	Maravillas	McGraw Hill	K-5
	EL Education	EL Education	6-8 (Pilot)
English Language Development (ELD)	Wonders/Maravillas	McGraw Hill	K-5
	Inside the USA	National Geographic Learning/Cengage	6-8 (Pilot)
Mathematics	Everyday Math	McGraw Hill	K-5
	CPM	CPM	6-8
Science	Amplify Science	Amplify Science, Inc	TK-5
	OpenSciEd	OpenSciEd	6-8 (Pilot)
History - Social Science	History Social Science for CA	Pearson-SAVVAS	K-5
	Discovering Our Past	Glencoe-McGraw Hill	6-8
History-Social Science Spanish Immersion	Descubriendo Nuestro Pasado	Glencoe-McGraw Hill	6-8
Health	Positive Prevention Plus	Positive Prevention Plus	6-8

Administration:

RHONDA L. TAYLOR, Ed.D.
Superintendent
NATALIE WINSPEAR, Ed.D.
Assistant Superintendent
LISA DAVIS
Assistant Superintendent



Board of Trustees:

HOLLY FERRANTE
ANDREW HAYES
LARA HOEFER MOIR
BONNIE LACHAPPA
DON WHISMAN

Public Notice for the Financial Provisions of the Collective Bargaining Agreement

At the regular board meeting of October 13, 2022, the Board of Trustees will conduct a public hearing to receive input on the financial provisions of the proposed collective bargaining agreement for the **Lakeside Teachers Association**. The approximate total combined cost to the district is \$2,814,526.75 with fringe costs. The major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.

The public hearing will be held on Thursday, October 13, 2022 at the Lakeside Union School District Administration Center located at 12335 Woodside Avenue, Lakeside, CA 92040 beginning at 4:00 p.m.

October 4, 2022

Rhonda L. Taylor, Ed.D.
Secretary to the Board

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 13, 2022

Agenda Item:

Disclosure of the Collective Bargaining Agreement for the Tentative Agreement between the District and the Lakeside Teachers Association to resolve negotiations for the 2022-23 school year.

Background (Describe purpose/rationale of the agenda item):

Government Code 3547.5 requires local educational agencies to publicly disclose the provisions of all collective bargaining agreements before entering into a written agreement. The major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for current and subsequent years, shall be disclosed at a public meeting of the public school employer.

Fiscal Impact (Cost):

\$2,814,526.75 with fringe costs for the 2022-23 school year

Funding Source:

General Fund, Child Development

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement ☐ **#2:** Social Emotional ☐ **#3:** Physical Environments

Recommended Action:

- | | |
|---|--|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial/Rejection |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input checked="" type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click here to enter text. |
| <input type="checkbox"/> Adoption | |

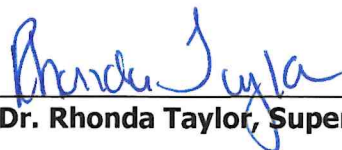
Originating Department/School: Business Services

Submitted/Recommended By:



Lisa Davis, Assistant Superintendent

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);
GC § 3547.5 (Statutes of 2004, Chapter 52)

Lakeside Union School District

Name of Bargaining Unit: Lakeside Teachers Association (LTA) Certificated: X Classified: _____

The proposed agreement covers the period: Beginning: 7/1/2022 Ending: 6/30/2023

This agreement will be acted upon by the Governing Board at its meeting on: 13-Oct-22
Date

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement (a) \$23,091,060	Fiscal Impact of Proposed Agreement					
		Current Year 2022 - 2023		Year 2 2023 - 2024		Year 3 2024 - 2025	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. Step & Column - Increase (Decrease) due to movement plus any changes due to settlement	\$23,091,060.00	\$0.00	0.00%	\$279,104.09	1.21%	\$281,895.13	1.21%
2. Salary Schedule - Increase (Decrease)	\$23,091,060.00	\$1,766,466.11	7.65%	\$1,942,101.38	7.81%	\$2,138,339.46	7.98%
3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.	\$23,091,060.00	\$529,420.00	2.29%	\$623,102.28	2.64%	\$637,309.01	2.63%
4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$5,216,271.00	\$518,640.64	9.94%	\$579,479.51	10.10%	\$627,018.99	9.93%
5. Health/Welfare Benefits - Increase (Decrease)	\$4,843,307.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$33,150,638.00	\$2,814,526.75	8.49%	\$3,423,787.26	9.52%	\$3,684,562.59	9.35%
7. Total Number of Represented Employees	269.00	269.00		269.00		269.00	
8. Total Compensation Cost for Average Employee - Increase (Decrease)	\$123,236.57	\$10,462.92	8.49%	\$12,727.83	9.52%	\$13,697.26	9.35%

Impact on other Funds: Fund 12

A. Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:

Article 15: Compensation and Benefits – 15.1 District will provide a 7.65% on schedule increase effective July 1, 2022. District will modify existing salary schedules (Appendix I Teacher and SPED Infant) to begin with longevity/anniversary at step 17 and ending at step 27, with change on second year. (compression of longevity, currently begins at 17 and ends at 33 with change on third year) Preschool salary schedule will compress with beginning 10th year and then every four years (currently 10th year and every five years). This compression equals to a 2.28% increase. 15.2 Annual Stipends – Added District Immersion Coordinator and District Curriculum Coordinator at \$5,000 per year (this has been in practice for years past with side letters every year, adding into contract. Language change to various stipend description to clarify. Added a Sixth Grade Camp to District Event Chairperson stipend (existing stipend did not change), District appointed Mentor Teacher \$1,000 and District Appointed CF/SLPA mentor teacher \$1,500. Increased in-house teacher sub coverage. Total compensation for salary increase, compression, and stipends = 9.94%

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)

Article 9: SAFETY – 9.2.1 District will offer training and/or professional learning to unit members on de-escalation and intervention strategies to employ when students are presenting a danger to self or others. 9.3 added “in person or electronically” and When an administrator has knowledge of threats made against a unit member, they shall notify the unit member within 24 hours. 9.4 The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension without the concurrence of the teacher of the class and the principal. Article 10: Transfers and Reassignments – cleaned up language to clarify school site transfers. Article 15 – Retiree Benefits, struck out “after the age of sixty five (65)” and replaced with “After reaching the age of Medicare eligibility” Article 7 Leaves of Absence – cleaned up language, struck out “Building Principal” and replaced with “Supervising Administrator”, other areas that were no longer in practice and replace with current practice.

C. What are the specific impacts on instructional/support programs to accommodate the settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

There are none.

D. What contingency language is included in the proposed agreement?

Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

None for the 2022-23 FY.

E. Source of Funding for Proposed Agreement

1. Current Year –

With Unrestricted and Restricted General Funds and Fund 12 Preschool

2. How will the ongoing cost of the proposed agreement be funded in future years?

With Unrestricted and Restricted General Funds and Fund 12 Preschool.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

No multi year agreement for 2022-23 FY.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

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1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$68,916,360
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	4,358.10
d. State Standard Minimum Reserve Amount for this District (Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)	\$2,067,490.80

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$2,067,490.80
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$1,662,256.00
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$247.82
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	\$0.00
e. Total District Budgeted Unrestricted Reserves	\$3,729,994.62

3. Do unrestricted reserves meet the state standard minimum reserve amount?

Yes

No

G. Certification

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.



District Superintendent
(Signature)



Date



Chief Business Official
(Signature)

Date

Contact Person: Samantha OrahoodTelephone No.: 619.390.2604

H. Impact of Proposed Agreement on Current Year Operating Budget*

Date of governing board approval of budget revisions in Col. 2: 13-Oct-22
in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board- Approved Budget Before Settlement as of Sept 8, 2022	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES:				
LCFF Sources (8010-8099)	48,888,137			48,888,137
Remaining Revenues (8100-8799)	27,066,087			27,066,087
TOTAL REVENUES	75,954,224	0	0	75,954,224
EXPENDITURES:				0
1000 Certificated Salaries	25,936,810	2,295,886		28,232,696
2000 Classified Salaries	9,375,055			9,375,055
3000 Employee Benefits	20,842,195	518,641		21,360,836
4000 Books and Supplies	1,922,563			1,922,563
5000 Services and Operating Expenses	5,947,711			5,947,711
6000 Capital Outlay	2,207,331			2,207,331
7000 Other	(129,832)			(129,832)
TOTAL EXPENDITURES	66,101,834	2,814,527	0	68,916,360
OPERATING SURPLUS (DEFICIT)	9,852,391	(2,814,527)	0	7,037,864
OTHER SOURCES AND TRANSFERS IN	0			0
OTHER USES AND TRANSFERS OUT	500,000			500,000
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	9,352,391	(2,814,527)	0	6,537,864
BEGINNING BALANCE	15,487,484			15,487,484
CURRENT YEAR-ENDING BALANCE	24,839,875	(2,814,527)		22,025,348
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	85,000			85,000
Restricted (9740)	6,695,825			6,695,825
Committed (9750/9760)	10,516,631			10,516,631
Assigned (9780)	1,067,830			1,067,830
Reserve Economic Uncertainties (9789)	1,997,806			1,997,806
Unassigned/Unappropriated (9790)	4,476,783	(2,814,527)		1,662,256

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 13, 2022

Agenda Item:

Approve Tentative Agreements with the District and the Lakeside Teachers Association (LTA) to resolve negotiations for the 2022/23 school year.

Background (Describe purpose/rationale of the agenda item):

Approval is requested of the following Tentative Agreements with LTA to resolve negotiations for 2022/23 school year:

- Articles 7-Leaves of Absence
- Article 9-Safety
- Article 10-Transfers/Reassignments
- Articles 15.9.6-Retiree Benefits, 15-Compensation

The tentative agreements include an increase to the salary schedule of 7.65% effective July 1, 2022, and approximately 2.28% compression/increase of the LTA salary schedule for longevity steps beginning with years 17, 19, 21, 23, 25 and ending at step 27. Also included in the TA, are additions and increases to the stipends, two that were previously being paid year to year, but were not memorialized in the LTA agreement but instead a Side Letter of Agreement.

Article 15.9.6 updated Retiree Benefits to continue to provide medical benefits until the age of "Medicare eligibility" should that date change in the future.

Articles 7, 9 and 10, provides updated language

Fiscal Impact (Cost):

See Disclosure of Collective Bargaining

Funding Source:

See Disclosure of Collective Bargaining

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement ☐ **#2:** Social Emotional ☐ **#3:** Physical Environments

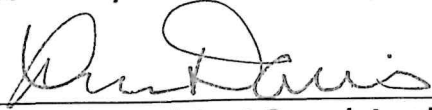
Recommended Action:

- | | |
|---|--|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial/Rejection |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input checked="" type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click here to enter text. |
| <input type="checkbox"/> Adoption | |

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

TENTATIVE AGREEMENT
between
LAKESIDE UNION SCHOOL DISTRICT
and
LAKESIDE TEACHERS ASSOCIATION
for 2022-23

September 16, 2022

The following is a Tentative Agreement between the Lakeside Union School District and the Lakeside Teachers Association, subject to the AB 1200 and ratification process.

The parties agree to modify the current collective bargaining agreement as follows:

ARTICLE 9: SAFETY [Status quo except new section as below]

9.2.1 The District shall offer training and/or professional learning to unit members on de-escalation and intervention strategies to employ when students are presenting a danger to self or others.

9.3 ASSAULT/THREATS. Whenever any employee is attacked, assaulted, or physically threatened by any pupil in person or digitally/electronically, it shall be the duty of the employee, and the duty of any supervisor who has knowledge of the incident to promptly report the incident to the appropriate law enforcement authorities. Whenever any employee is attacked, assaulted, or physically threatened by a non-pupil at work in person or digitally/electronically, a supervisor who has knowledge of the incident shall promptly report the incident to appropriate law enforcement authorities. When an administrator has knowledge of threats made against a unit member, they shall notify the unit member within 24 hours.

The Superintendent shall be notified of any instance of an employee being attacked, assaulted or physically threatened in person or digitally/electronically.

9.4 SUSPENSION OF PUPILS – add the following at the end of the current article: The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.

ARTICLE 15: COMPENSATION AND BENEFITS (status quo except as below)

15.1 SALARY

The District will provide a 7.65% increase on the 2021-2022 salary schedule at Appendix I of the Agreement effective July 1, 2022. This on-schedule increase shall be provided only after final ratification of the Amendment by the District Governing Board.

The District will modify the existing salary schedules to begin with longevity/anniversary as follows and as per attached proposed modified salary schedule Appendix I.

Beginning with years 17, 19, 21, 23, 25, and ending with 27 on Teacher and Special Ed Infant Salary Schedule and Preschool Teacher Salary beginning with 10th year and every four (4) years thereafter.

Total compensation for compression of salary schedules as proposed is the equivalent of a 2.28% increase to the salary schedule.

15.2 ANNUAL STIPENDS (15.2 Status Quo except the modified rates below)

Daily & Hourly Rates--(Status Quo)

Stipend Name	Annual Amount	Payer
District Immersion Coordinator District Curriculum Coordinator	\$5,000.00*	District

*The Immersion and Curriculum stipends will not be tied to any negotiated salary increases.

Stipend Name	Annual Amount	Payer
Teacher-In-Charge at elementary schools Enrollment above 650 <u>as of CBEDS date</u>	\$1,265	District
Teacher-In-Charge TDS, LMS, and EH (if 6 classes or less) <u>as of CBEDS date</u>	\$706	District
Teacher-In-Charge at elementary schools with enrollment under 650 <u>as of CBEDS date</u>	\$977	District
District Event Chairperson (Jr. Olympics, Run for the Arts, <u>Sixth Grade Camp</u> , Etc.,	\$542	District
<u>District Appointed Mentor Teacher per mentee (non BTSA/Induction)</u>	<u>\$1,000</u>	<u>District</u>
<u>District Appointed CF/SLPA Mentor Teacher per mentee (non BTSA/Induction)</u>	<u>\$2,000-\$1,500</u>	<u>District</u>

Stipend Name	Annual Amount	Payer
Substitute Coverage 6-8	\$33.33 \$30.00 per period	District
Substitute Coverage TK - 5 (For minimum of 15 min. Up to ½ day)	\$400 \$50.00 per teacher	District
Substitute Coverage TK - 5 (for over ½ day)	\$200 \$100.00 per teacher	District

*All stipends above will be tied to the salary increase for 2022-23

For on-schedule salary increase, salary compression, and stipends equates to a total compensation of 9.94%

OTHER TENTATIVE AGREEMENTS

Previously-signed tentative agreements on Articles 7, 10, and 15 are attached to and incorporated into this Tentative Agreement as Appendix II.

For the District:



Date: 9/16/22

For LTA:



Date: 9/16/22

**LAKESIDE UNION SCHOOL DISTRICT
TEACHER SALARY SCHEDULE
Effective July 1, 2022**

184

	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F
STEP	<u>BA DEGREE</u>	<u>BA + 15</u>	<u>BA + 30</u>	<u>BA + 45</u>	<u>BA + 60</u>	<u>BA + 75 + MA</u>
1	51,461	51,461	51,461	51,461	51,461	55,026
2	51,461	51,461	51,461	54,281	57,007	58,592
3	51,461	51,461	53,271	56,339	59,381	61,674
4	51,461	51,461	55,472	58,665	61,855	64,921
5	51,461	54,357	57,673	60,992	64,309	67,626
6	51,461	56,428	59,876	63,316	66,758	70,210
7		58,502	62,072	65,639	69,214	72,785
8		60,577	64,272	67,968	71,667	75,362
9			66,470	70,295	74,119	77,942
10			68,667	72,621	76,571	80,519
11				74,946	79,021	83,096
12				77,274	81,473	85,675
13					83,929	88,255
14					86,380	90,837
15					88,833	93,415

Longevity Increments Beginning on:

18	18th year		91,287	95,992
21	21st year		93,734	98,574
24	24th year			101,151
27	27th year		98,639	103,733
30	30th year			106,307
33	33rd year		114,736	114,736

PROPOSED

15		88,833	93,415
----	--	--------	--------

Longevity Increments Beginning on:

17	17th year	91,942	96,685
19	19th year	95,160	100,069
21	21st year	98,491	103,571
23	23rd year	101,938	107,196
25	25th year	105,506	110,948
27	27th year	114,736	114,831

Appendix I

**LAKESIDE UNION SCHOOL DISTRICT
PRESCHOOL TEACHERS SALARY SCHEDULE
Effective July 1, 2022**

STEP	CLASS A	CLASS B	CLASS C	CLASS D
1	32,671	33,320	33,988	34,667
2	33,320	33,988	34,667	35,359
3	33,988	34,667	35,359	36,066
4	34,667	35,359	36,066	36,785
5	35,359	36,066	36,785	37,520
6	36,066	36,785	37,520	38,274
7		37,520	38,274	39,039
8			39,039	39,774
9				40,569

Longevity Increments Beginning on:			
10			41,583
15			42,623
20			43,689
25			44,781
30			45,901
35			47,049

PROPOSED

9	40,569
Longevity Increments Beginning on:	
10	41,583
14	42,623
18	43,689
22	44,781
26	45,901
30	47,049

Appendix I

LAKE SIDE UNION SCHOOL DISTRICT
SPECIAL ED INFANT TEACHER SALARY SCHEDULE
Effective July 1, 2022

	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F
STEP	<u>BA DEGREE</u>	<u>BA + 15</u>	<u>BA + 30</u>	<u>BA + 45</u>	<u>BA + 60</u>	<u>BA + 75 + MA</u>
1	57,054	57,054	57,054	57,054	57,054	61,007
2	57,054	57,054	57,054	60,181	63,203	64,960
3	57,054	57,054	59,062	62,463	65,835	68,378
4	57,054	57,054	61,502	65,042	68,578	71,977
5	57,054	60,266	63,942	67,621	71,299	74,976
6	57,054	62,561	66,384	70,198	74,015	77,841
7		64,861	68,819	72,774	76,737	80,696
8		67,162	71,259	75,356	79,456	83,553
9			73,695	77,936	82,176	86,413
10			76,131	80,515	84,894	89,272
11				83,093	87,611	92,128
12				85,673	90,329	94,988
13					93,051	97,848
14					95,769	100,711
15					98,489	103,569
Longevity Increments Beginning on:						
18	18th year				101,209	106,426
21	21st year				103,922	109,289
24	24th year					112,146
27	27th year				109,361	115,008
30	30th year					117,862
33	33rd year				127,207	127,207
PROPOSED						
15					98,489	103,569
Longevity Increments Beginning on:						
17	17th year				101,209	107,194
19	19th year				103,922	110,946
21	21st year				106,718	114,829
23	23rd year				109,503	118,848
25	25th year				112,295	123,008
27	27th year				115,215	127,207

TENTATIVE AGREEMENT
between
LAKESIDE UNION SCHOOL DISTRICT
and
LAKESIDE TEACHERS ASSOCIATION

September 16, 2022


ARTICLE 10: TRANSFERS AND REASSIGNMENTS

ARTICLE 10: TRANSFERS AND REASSIGNMENTS

[Status quo except new section as below]

10.2.3 Vacancies, at a school site, shall first be filled by qualified displaced employees. When a vacancy exists that is not filled by a displaced employee or by reassignment, the principal will advise the Human Resources Department within five (5) business days. The Human Resources Department shall then prepare a posting of all current vacancies that shall be sent to all school sites within five (5) days of being notified of a unfilled vacancy by the site administrator. The posting shall include the location, grade level or subject matter assignment, and experience and credential requirements, if necessary or specifically applicable. Such notices shall be posted at least five (5) days at the District office, and at each school site, and emailed to all District staff. Unit members desiring to apply for a transfer to those vacant positions may do so by indicating their request via an email or written request to the Human Resources Department during the posting period. If no unit member is selected for transfer to a vacancy, then the District may recruit from outside the District.

For the District:



Date: 9/16/22

For LTA:



Date: 9/16/22

TENTATIVE AGREEMENT
between
LAKESIDE UNION SCHOOL DISTRICT
and
LAKESIDE TEACHERS ASSOCIATION

August 30, 2022

ARTICLE 7 – LEAVES OF ABSENCE

The parties agree to modify Article 7 of the contract as follows:

7.2 PERSONAL NECESSITY LEAVE

7.2.1 [no change]

7.2.2 [no change]

7.2.3 [no change]

7.2.4 Attendance at the funeral of a friend or of a relative not included in Item 7.2.3 above. Approval must be secured from the ~~Building Principal~~ Supervising Administrator ~~or the Assistant Superintendent~~ prior to leave.

7.2.5 Attendance at a special occasion involving the unit member, a relative of the unit member, or close friends of the unit member. Such absence shall be limited to three (3) days per occasion. At least seven (7) days advance written notice must be given to the ~~Building Principal or the Assistant Superintendent/Educational Services~~ Supervising Administrator prior to the actual date of absence and approval must be secured prior to the leave. This leave is by no means considered to be a vacation leave and requests for paid vacations will be denied.

7.2.6 [no change]

7.2.7 Before the utilization of personal necessity leave an employee must obtain prior written approval from the ~~appropriate management person~~ Supervising Administrator, except for cases of 7.2.1, 7.2.2, 7.2.3, and 7.2.6 in Section 7.2 above. When the circumstances in 7.2.1, 7.2.2, or 7.2.3 arise, the employee shall make every effort to comply with District procedures to enable the District to secure a substitute.

7.2.8 Under all circumstances, an employee shall verify ~~in writing on an "Absence Report"~~ that the personal necessity leave was used only for purposes as set forth in 7.2.1 through 7.2.6 above, using the district provided absence reporting system. The following limits and conditions are placed upon allowing a personal necessity leave and personal necessity leave pay:.....

Remainder of 7.2.8, Status Quo

7.10 BEREAVEMENT LEAVE

A regular employee shall be granted necessary leave of absence without loss of pay not to exceed five (5) workdays on account of the death of a member of the employee's immediate family.

No deductions shall be made from the salary of an employee granted such leave, nor shall such leave be deducted from other leaves granted by the Board. All bereavement leave must be ~~properly certified by the immediate supervisor and/or the Assistant Superintendent~~ approved by the Supervising Administrator.

Immediate family members are husband/wife, mother/father, sister/brother, son/daughter, mother-in law/father in law, grandfather/grandmother, son-in-law/daughter-in-law, foster child, step-parent, step-child, and any relative residing in the employee's household. Appropriate documentation may be required.

7.11 LEGISLATIVE LEAVE

7.11.1 Notification of District: The employee on such leave shall notify the ~~Board~~ Executive Director of Human Resources of an intended return at least twelve (12) weeks in advance.

7.11.2 [no change]

7.12 SABBATICAL LEAVE

[Change paragraph in section]:

All applications for sabbatical leaves must outline the proposed program, state prospective benefits to the District, and be submitted no later than February 15th preceding the school year of intended leave to the Human Resources Department, in accordance with procedures established by the Superintendent.

7.13 OTHER UNPAID LEAVE

[Change introductory paragraph]:

The Board may grant unpaid leave for personal or professional reasons. Such leave shall not be for a period of less than one (1) day nor shall it extend longer than one (1) school year. Such leave may be renewed at the Board's discretion. Requests for initial or renewed annual leave shall be submitted by February 15th, preceding the school year of intended leave to the Human Resources Department.

7.15 CATASTROPHIC LEAVE

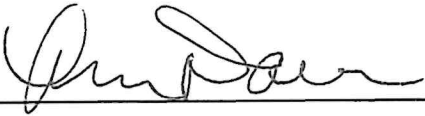
7.15.1 [no change]

7.15.2 [Change 7.15.2.1]: Must request in writing to the ~~District office~~ Human Resources Department that eligible leave credit be donated. The request must be submitted at least ten (10) days before the employee wishes to use the donated leave credits.

7.15.3.1 and 7.15.3.3 – ~~Superintendent or designee~~ Human Resources Department

7.15.3.5 – ~~Director of Human Resources~~ Human Resources Department

For the District:



Date: 8/30/22

For LTA:



Date: 8/30/22

TENTATIVE AGREEMENT
between
LAKESIDE UNION SCHOOL DISTRICT
and
LAKESIDE TEACHERS ASSOCIATION

August 30, 2022

ARTICLE 15.9.6 – RETIREE BENEFITS

The parties agree to modify Article 15.9.6 of the contract as described below.

15.9.6 Retiree Benefits

Members of the bargaining unit shall be eligible for retiree health benefits as follows:

Bargaining unit members must have a minimum of fifteen (15) years of full-time service with the District and must have attained the age of 55 years.

The coverage will only provide health benefits as covered under one of the health plans offered by the District. During open enrollment, the employee may elect from one of the health plans offered by the District.

For eligible employees who retired before October 12, 2017, the District shall contribute an amount equal to the premium for one individual under the most expensive HMO that is available to bargaining unit members.

For eligible employees who retire after October 12, 2017, the District shall contribute a maximum amount equivalent to the cost of employee only health coverage under the UHC1 health plan offered by the District annually in any twelve-month period, or prorated portion thereof, to the total cost of retiree health benefit coverage provided under this Article on behalf of each eligible retiree who is entitled to receive such benefits. Any amounts in excess of the maximum DISTRICT contribution shall be paid for by the retiree by monthly payments. Such health benefits coverage is for the retiree only.

The District will continue to provide this coverage until the retiree reaches the age of Medicare eligibility ~~sixty-five (65)~~. ~~After the age of sixty-five (65)~~ After reaching the age of Medicare eligibility the retiree may continue in the District-sponsored health programs but the total premium cost shall be borne by the retiree.

Spouse Coverage: Eligible retired unit members shall have the opportunity to purchase District provided medical insurance plans for themselves and their spouses as provided for under Education Code sections 7000-7008.

For the District:

Kim Davis

Date: 8/30/22

For LTA:

Joan Foster

Date: 8/30/22

Administration:

RHONDA L. TAYLOR, Ed.D.
Superintendent
NATALIE WINSPEAR, Ed.D.
Assistant Superintendent
LISA DAVIS
Assistant Superintendent



Board of Trustees:

HOLLY FERRANTE
ANDREW HAYES
LARA HOEFER MOIR
BONNIE LACHAPPA
DON WHISMAN

Public Notice for the Financial Provisions of the Collective Bargaining Agreement

At the regular board meeting of October 13, 2022, the Board of Trustees will conduct a public hearing to receive input on the financial provisions of the proposed collective bargaining agreement for the **California School Employees Association and its Chapter 240**. The approximate total combined cost to the district is \$1,385,335.01 with fringe costs. The major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.

The public hearing will be held on Thursday, October 13, 2022 at the Lakeside Union School District Administration Center located at 12335 Woodside Avenue, Lakeside, CA 92040 beginning at 4:00 p.m.

October 4, 2022

Rhonda L. Taylor, Ed.D.
Secretary to the Board

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 13, 2022

Agenda Item:

Disclosure of the Collective Bargaining Agreement for the Tentative Agreement between the District and the California School Employees Association and its Lakeside Chapter 240 (CSEA) to resolve negotiations for the 2022-23 school year.

Background (Describe purpose/rationale of the agenda item):

Government Code 3547.5 requires local educational agencies to publicly disclose the provisions of all collective bargaining agreements before entering into a written agreement. The major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for current and subsequent years, shall be disclosed at a public meeting of the public school employer.

Fiscal Impact (Cost):

\$1,385,335.01 with fringe costs for 2021-22 school year.

Funding Source:

General Fund, Child Development Fund, Child Nutrition Fund

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement ☐ **#2:** Social Emotional ☐ **#3:** Physical Environments

Recommended Action:

- | | |
|---|--|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial/Rejection |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input checked="" type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click here to enter text. |
| <input type="checkbox"/> Adoption | |

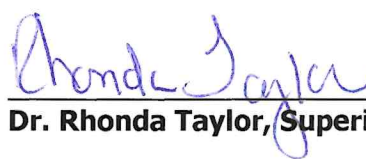
Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member

Disclosure of Collective Bargaining Agreement

Page 1 of 7

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);
GC § 3547.5 (Statutes of 2004, Chapter 52)

Lakeside Union School District

Name of Bargaining Unit: CA School Emploess Asso (CSEA #240) Certificated: Classified: X

The proposed agreement covers the period: Beginning: 7/1/2022 Ending: 6/30/2023

This agreement will be acted upon by the Governing Board at its meeting on: 13-Oct-22
Date

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement (a) \$10,319,097	Fiscal Impact of Proposed Agreement					
		Current Year 2022 - 2023		Year 2 2023 - 2024		Year 3 2024 - 2025	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. Step & Column - Increase (Decrease) due to movement plus any changes due to settlement	\$10,319,097.00	\$0.00	0.00%	\$283,620.38	2.75%	\$290,710.89	2.74%
2. Salary Schedule - Increase (Decrease)	\$10,319,097.00	\$1,025,718.21	9.94%	\$1,127,674.64	9.94%	\$1,239,765.49	9.94%
3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.	\$10,319,097.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$3,617,875.00	\$359,616.80	9.94%	\$395,362.73	9.94%	\$434,661.78	9.94%
5. Health/Welfare Benefits - Increase (Decrease)	\$2,314,543.70	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$16,251,515.70	\$1,385,335.01	8.52%	\$1,806,657.75	10.24%	\$1,965,138.16	10.11%
7. Total Number of Represented Employees	333.00	333.00		333.00		333.00	
8. Total Compensation Cost for Average Employee - Increase (Decrease)	\$48,803.35	\$4,160.17	8.52%	\$5,425.40	10.24%	\$5,901.32	10.11%

Impact on other Funds: Fund 13 and Fund 12

A. Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:

Article 10: Salaries – District will provide a 9.94% on schedule increase effective July 1, 2022.

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)

Article 10: Salaries- 10.4 Mileage, 10.5 Meals, 10.6 Lodging & 10.10 Classified of the Year– cleaned up language for clarity, .4, .5 & .6 brough language in line with BP and AR 3350. .10 clarified language to the intent of only one recipient of the \$250 award, not all nominated.

Article 6: Association Rights – Distribution of Contract – new language reflects change from printing a copy for every classified employee to posting contract on website and providing a hard copy to each department site rep or designee and each new employee.

6.4 – New Employee Orientations – added 6.4.6 to reflect changes in law

Article 22: Classification and Reclassification – removed – was only applicable to 202-2021 FY

Article 17: Leaves of Absence: removed outdated identifiers and replaced with current identifiers

Article 19: Vacations – clarified in language timelines for request and pay out date

Article 16: Transfers – removed calendar and replaced with working

Article 13: Employee Expenses and Materials – clarified in language use and procedures

Article 9: Duty Hours – removed language that did not allow equitable special trip assignments.

C. What are the specific impacts on instructional/support programs to accommodate the settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

There are none.

D. What contingency language is included in the proposed agreement?

Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

Preamble, Article 26: Negotiations and Article 30: Length of Agreement – new dates for length of contract 7/1/22 – 6/30/25 and reflected updated dates in Article 26 for reopener clause.

E. Source of Funding for Proposed Agreement

1. Current Year –

With Unrestricted and Restricted General Funds, Fund 13 Child Nutrition and Fund 12 Preschool/ESS

2. How will the ongoing cost of the proposed agreement be funded in future years?

With Unrestricted and Restricted General Funds, Fund 13 Child Nutrition and Fund 12 Preschool/ESS.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

No multi year agreement for 2022-23 FY.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

Page 4 of 7

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$70,683,394
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	4,358.10
d. State Standard Minimum Reserve Amount for this District (Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)	\$2,120,501.82

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$2,120,501.82
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$154,220.00
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$247.82
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	\$0.00
e. Total District Budgeted Unrestricted Reserves	\$2,274,969.64

3. Do unrestricted reserves meet the state standard minimum reserve amount?

Yes

No

G. Certification

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.



District Superintendent
(Signature)

10-5-2022

Date



Chief Business Official
(Signature)

10-5-22

Date

Contact Person: Samantha OrahoodTelephone No.: 619.390.2604

H. Impact of Proposed Agreement on Current Year Operating Budget*

Date of governing board approval of budget revisions in Col. 2: 13-Oct-22
in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board- Approved Budget Before Settlement as of Sept 8, 2022	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES:				
LCFF Sources (8010-8099)	48,888,137			48,888,137
Remaining Revenues (8100-8799)	27,066,087			27,066,087
TOTAL REVENUES	75,954,224	0	0	75,954,224
EXPENDITURES:				0
1000 Certificated Salaries	25,936,810		2,295,886	28,232,696
2000 Classified Salaries	9,375,055	1,025,718		10,400,773
3000 Employee Benefits	20,842,195	359,617	518,641	21,720,453
4000 Books and Supplies	1,922,563			1,922,563
5000 Services and Operating Expenses	5,947,711			5,947,711
6000 Capital Outlay	2,207,331			2,207,331
7000 Other	(129,832)			(129,832)
TOTAL EXPENDITURES	66,101,834	1,385,335	2,814,527	70,301,696
OPERATING SURPLUS (DEFICIT)	9,852,391	(1,385,335)	(2,814,527)	5,652,529
OTHER SOURCES AND TRANSFERS IN	0			0
OTHER USES AND TRANSFERS OUT	500,000			500,000
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	9,352,391	(1,385,335)	(2,814,527)	5,152,529
BEGINNING BALANCE	15,487,484			15,487,484
CURRENT YEAR-ENDING BALANCE	24,839,875	(1,385,335)	(2,814,527)	20,640,013
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	85,000			85,000
Restricted (9740)	6,695,825			6,695,825
Committed (9750/9760)	10,516,631			10,516,631
Assigned (9780)	1,067,830			1,067,830
Reserve Economic Uncertainties (9789)	1,997,806			2,109,051
Unassigned/Unappropriated (9790)	4,476,783	(1,385,335)	(2,814,527)	165,676

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

*This supplement is a composite recap of "all" the bargaining agreements shown on the preceding pages.

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 13, 2022

Agenda Item:

Approve Tentative Agreements with the California Schools Employee Association and its Lakeside Chapter 240 (CSEA) for a new 3 Year Agreement, 2022-2025.

Background (Describe purpose/rationale of the agenda item):

Approval is requested of the following Tentative Agreements with CSEA to resolve negotiations for 2022/23 school year and for the new 3 Year Agreement:

- Articles 6-Clean up language to Distribution of Contract, and New Employee Orientations
- Article 9-Duty Hours Clean up language on Special Trip Assignments
- Article 10-Salaries, 9.94% increase
- Articles 13-Clean up language on Employee expenses and materials (safety equipment)
- Article 16-Clean up language to Transfers
- Article 17-Clean up language to Leaves of Absences
- Article 19-Clean up language to Vacations
- Article 22-Removal of provision to Classification and Reclassification for 2020-21 school year only

The tentative agreements include an increase to the salary schedule of 9.94% effective July 1, 2022. Also included in the TA, is clean up language for Mileage, Meals, Lodging, and clarification on Classified Employee of the Year.

Fiscal Impact (Cost):

See Disclosure of Collective Bargaining

Funding Source:

See Disclosure of Collective Bargaining

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement ☐ **#2:** Social Emotional ☐ **#3:** Physical Environments

Recommended Action:

- | | |
|---|--|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial/Rejection |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input checked="" type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click here to enter text. |
| <input type="checkbox"/> Adoption | |

Originating Department/School: Business Services

TENTATIVE AGREEMENT
Between the
Lakeside Union School District
And the
California School Employees Association and its Lakeside Chapter
No. 240
September 29, 2022

For a new three (3) year Agreement

The Lakeside Union School District and the California School Employees Association and its Lakeside Chapter 240 (CSEA) ("Agreement") have reached a new three (3) year successor agreement ("Agreement") for the period of July 1, 2022 through June 30, 2025. This Agreement is subject to the ratification by the District's Governing Board.

The parties agree to amend the 2022-2025 agreement as follows:

ARTICLE 10: SALARIES

10.1

The District will provide a nine and nine four tenths percent (9.94%) on schedule increase on the 2021-2022 salary schedule of the Agreement effective July 1, 2022 through June 30, 2023. This on-schedule increase shall be provided only after final ratification of the Amendment by the District Governing Board.

10.4 Mileage:

Any employee in the bargaining unit required to use a private vehicle on district business shall be reimbursed at the approved IRS rate per mile for all miles driven on behalf of the District. The amount shall be payable ~~in~~ on a separate warrant drawn against district funds within ten (10) working days of submission of the claim by the employee in the bargaining unit. See Board Policy and Administration Regulation 3350 regarding mileage reimbursement.

10.5 Meals

~~Any employee in the bargaining unit who, as a result of work assignment, must have meals away from the District shall, when previously authorized and upon presenting receipts, be reimbursed for the reasonable cost of the meal not later than ten (10) working days after submission of the expense claim. Federal guidelines for meals will be used as a guide for reimbursement. Meal reimbursement may only be claimed when an overnight stay is required. Employee shall be reimbursed not later than ten (10) working days after submission of completed expense form and attached itemized receipts. See Board Policy and Administration Regulation 3350 regarding criteria for claiming per diem meal expenses.~~

Previously-signed tentative agreements on Preamble, Article 6, Article 9, Article 13, Article 16, Article 17, Article 19, Article 22 are attached and are incorporated into this Tentative Agreement by this reference.


This Tentative Agreement closes bargaining between the parties on a Successor Agreement, 2022-2025, and closes bargaining for the 2022-2023 school year. The parties will initiate re-opener negotiations for the 2023-2024 and 2024-2025 school years in accordance with the provisions of Article 26 of the collective bargaining agreement.

For the District:



Date: 9/29/22

For CSEA:



Date: 9/29/2022

Board Approval Date: _____

TENTATIVE AGREEMENT
between the
Lakeside Union School District
and the
California School Employees Association
and its
Lakeside Chapter # 240

September 1, 2022, 11:30 a.m.

PREAMBLE

This agreement between the LAKESIDE UNION SCHOOL DISTRICT (hereinafter "DISTRICT"), and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its LAKESIDE CHAPTER No. 240 (hereinafter "CSEA"), is effective from July 1, ~~2019~~ **2022** through June 30, ~~2022~~ **2025**.


Article 26: Negotiations

26.1 Reopener Clause: During the ~~2020-2021~~ **2023-2024** and ~~2021-2022~~ **2024-2025** school years, Article 10 (Salaries) and Article 12 (Employee Benefits) shall reopen automatically provided that either party submits an initial proposal to the Governing Board no later than May 1, ~~2020~~, **2023** for the ~~2020-2021~~ **2023-2024** school year, and May 1, ~~2021~~ **2024**, for the **2024-2025** school year. Such initial proposal may also reopen two new or existing articles of each party's choice. Negotiations shall commence under this section upon fulfillment of the public notice requirements of the EERA. The terms and conditions of this Agreement shall remain in full force and effect during such negotiations.

ARTICLE 30: LENGTH OF AGREEMENT

This Agreement shall be effective for three years up to and including June 30, ~~2022~~ **2025**


For CSEA


For Lakeside Union School District

TENTATIVE AGREEMENT
between the
Lakeside Union School District
and the
California School Employees Association and its Lakeside Chapter
No. 240
September 1, 2022, 11:50 a.m.

ARTICLE 6: ASSOCIATION RIGHTS

6.2 Distribution of Contract: Within thirty (30) days of the execution of this contract, the District shall publish this contract to its website. Within thirty (30) days of final ratification of any written changes to this agreement, the District shall publish such amendment to its website. During the life of this agreement and upon written request by an employee in the bargaining unit, the District shall provide to such employee one (1) printed copy of this agreement, without charge, with a copy of any amendment(s) to this agreement. **The District will provide one (1) printed copy for each department site rep or designee.**

~~print or duplicate and provide without charge a copy of this contract to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this agreement shall be provided with a copy of this agreement by the District without charge at the time of employment. Each employee in the bargaining unit shall be provided by the District, without charge, with a copy of any written changes agreed to by the parties to this agreement during the life of this agreement.~~



For CSEA




For Lakeside Union School District

Date:

Board Date:

TENTATIVE AGREEMENT
between the
Lakeside Union School District
and the
California School Employees Association
and its
Lakeside Chapter # 240

September 1, 2022, 12 p.m.

Article 6 Association Rights

6.4 New Employee Orientations (NEO)


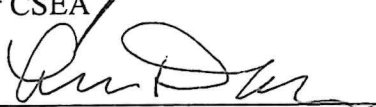
- 6.4.1** The District shall provide the CSEA with access to scheduled orientation meetings for new employees to finalize new hire paperwork and shall provide the CSEA President with at least 10 days' advance notice of such orientation meetings, except that shorter notice may be provided when there is an urgent need critical to the District's operations that was not reasonably foreseeable. Whenever possible, the District shall include the following information about new hires when notifying CSEA of such orientation meetings; name, date of hire, classification and work site.
- 6.4.2** The District shall hold orientation meetings for new employees scheduled by the District to take place at a pre established time on one afternoon per week as needed, except that such orientation meetings may occur more frequently or at other times/days when there is an urgent need critical to the District's operations that was not reasonably foreseeable. The District shall inform the CSEA President or designee of the pre-established time and day that such weekly new employee orientations shall normally take place, and shall also inform the CSEA President or designee when there is an urgent need to schedule such orientations at a different time/day.
- 6.4.3** The CSEA shall be granted thirty (30) minutes of uninterrupted time at the end of scheduled orientation meetings to communicate with new employees hired to fill bargaining unit positions. Non-bargaining unit District employees or managers/supervisors shall not be present during this thirty (30) minute period.
- 6.4.4** The District will include a CSEA-provided membership application in any employee orientation packet of District materials provided to any newly hired employee. A copy of completed membership applications received by the District will be provided to the CSEA Chapter President or designee.
- 6.4.5** The parties acknowledge and agree that employee participation shall be voluntary. The District shall not be required to pay wages to any employee who voluntarily

attends any such orientation sessions.

6.4.6 CSEA will be able to schedule an in-person meeting at the worksite during employment hours if the district has not conducted an in-person new employee orientation within 30 days of the ~~hire the newly hired employee's start date~~. All newly hired employees will be relieved of their work duties in order to attend ~~all New Employee Orientation (NEO)~~ the NEO meeting. During the meeting, CSEA is allowed to communicate with the newly hired employees for ~~a minimum of~~ up to 30 minutes on paid time. The district will provide appropriate onsite meeting space within seven calendar days of receiving a request from ~~the exclusive bargaining representative~~ CSEA.



For CSEA

For Lakeside Union School District

Date:

Board Date:

**Lakeside Union School District
to the
California School Employees Association and its Lakeside Chapter
No. 240
September 1, 2022
Proposal #7**

ARTICLE 22: CLASSIFICATION AND RECLASSIFICATION

Remove:

~~MODIFICATION TO THE RECLASSIFICATION PROCESS FOR 2020-2021 ONLY~~

~~The parties agree that notwithstanding the language in Article 22.2, for 2020-2021 only, the parties shall confer and agree upon a consultant/company retained to review reclassification requests processed pursuant to 22.1.~~

~~In the event the parties have not reached an agreement with respect to the 2020-2021 reclassification consultant by August 1, 2020, the District shall identify at least two (2) final proposed consultants and send them to the CSEA. Within ten (10) District office business days of receiving the District's final proposed consultants, CSEA shall inform the District which of the District's final proposed consultants it selects for the 2020-2021 reclassification requests. In the event CSEA fails to respond within ten (10) District office business days of the District sending its final proposed consultants, the District shall select and retain one of the final proposed consultants to review 2020-2021 reclassification requests processed pursuant to 22.1.~~

[No additional changes to Article 22]



For CSEA



For Lakeside Union School District

Date:

Board Date:

TENTATIVE AGREEMENT
Between the
Lakeside Union School District
and the
California School Employees Association and its Lakeside Chapter
No. 240
September 1, 2022, 12 pm

ARTICLE 17: LEAVES OF ABSENCE


17.3.2 Attendance of the funeral of a friend, or of a relative not specified in the bereavement section of this article. Such absence shall be limited on one (1) day under the provisions of this policy. Approval should be secured from the ~~Building Principal~~ Supervising Administrator or an ~~Assistant Superintendent~~ prior to the leave.

17.3.3 Graduation or Special Ceremony. Attendance at a special ceremony or graduation at which the unit member or a member of the unit member's immediate family is the recipient of a degree, commendation, or special award. At least seven (7) days advance notice should be given to the ~~Building Principal or an Assistant Superintendent~~ Supervising Administrator prior to the actual date of absence.


17.3.4 Other Personal Necessity Leave. Leave for other personal necessities may be granted by the Superintendent or his his/her designee. The criteria used to approve such leave will be that the reasons for the leave are beyond the immediate control of the employee and compel the unit member's presence or participation. The reason for the personal necessity leave must be specified in the request in order that a determination can be made that the nature of the leave compels an individual to be absent from assigned duties and is something more than a personal convenience to the employee or a situation created by the choice of the employee. The following limits and conditions are placed upon allowing a personal necessity leave and personal necessity leave pay:

17.6.2 Attendance at or participation in observance of religious holidays. Absences for this purpose shall not exceed three (3) days in any fiscal year. At least seven (7) days advance notice should be given to the ~~building principal or an assistant superintendent~~ Supervising Administrator prior to actual dates of absences.

[No additional changes to Article 17]



For CSEA



For Lakeside Union School District

Date:

TENTATIVE AGREEMENT
Between the
Lakeside Union School District
and the
California School Employees Association and its Lakeside Chapter
No. 240
September 1, 2022


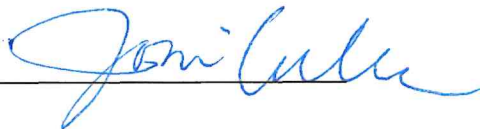
ARTICLE 19: VACATIONS

19.13.3 No later than June 1, submit a request to be paid out up to a maximum of seven (7) days of earned vacation with their final pay warrant for the fiscal year June pay. If no ~~timely~~ request to be paid out is received by the District on June 1st, vacation leave shall be carried over in accordance with Article 19.7, above, and if the limit in Article 19.7 exceeded, paid out to the limit set forth in this Article 19.13.3.

[No additional changes to Article 19.]



For CSEA



For Lakeside Union School District

Date:


Board Date:

TENTATIVE AGREEMENT
between the
Lakeside Union School District
and teh
California School Employees Association
and its
Lakeside Chapter # 240

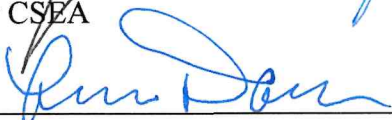
September 1 2022, 12 p.m.

Article 16: Transfers

16.1 Transfer of an employee from one position to another position not involving a change of classification may be made by the Superintendent of the District or designee, when the need arises, for the efficient operation of the District, as defined by the District. A unit member affected by such transfer shall be given notice at least seven (7) ~~calendar~~ **working** days before the date upon which the transfer is effective.



For CSEA



For Lakeside Union School District

Date:

Board Date:

TENTATIVE AGREEMENT
Between the
Lakeside Union School District
And the
California School Employees Association and its Chapter 240

September 29, 2022

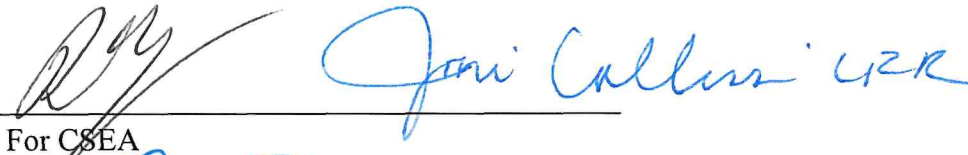
ARTICLE 13: EMPLOYEE EXPENSES AND MATERIALS

13.2.1

Notwithstanding Section 12.2, if an employee in the bargaining unit provides personal tools or equipment for use in the course of employment, the District agrees to provide a safe place to store the tools and equipment and agrees to pay for any loss or damage or for the replacement cost of the tools resulting from normal wear and tear providing the District authorizes in writing that any personal tools or equipment may be brought by the employee to use for district purposes.

13.4 Safety Equipment: Should the employment duties of an employee in the bargaining unit reasonably require use of ~~any~~ equipment or gear to insure the safety of the employee or others, the District agrees to furnish or if not available, to purchase equipment or gear, or to reimburse the employee for the full cost of ~~procuring such~~ the purchase. Employee must receive prior approval in writing from supervisor authorizing the purchase. Employees shall be required to comply with all safety regulations.

[No additional changes to Article 13]



For CSEA



For Lakeside Union School District

Date:

Board Date:

TENTATIVE AGREEMENT

**Lakeside Union School District
between the
California School Employees Association and its Lakeside Chapter
No. 240
September 1, 2022**

ARTICLE 9: DUTY HOURS

Update Articles 9.17 and 9.18 to reflect the regular academic school year.

9.19 Special Trip Assignment: Special trip assignments shall be distributed by seniority and rotated among bus drivers in the bargaining unit. ~~Special Education field trips requiring special equipment, i.e., wheelchair, will be assigned to Special Ed. buses. Field trips not requiring special equipment will be assigned to big buses.~~ The drivers shall rotate to the bottom of the special trips list when he/she accepts or rejects the special trip assignment.

[No additional changes to Article 9.]



For CSEA



For Lakeside Union School District

**Date:
Board Date**

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 10/13/22

Agenda Item:

Approval of Minutes

Background (Describe purpose/rationale of the agenda item):

It is recommended that the Board of Trustees approve the attached minutes with any necessary modifications:

Regular Board Meeting of September 8, 2022

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

☐ Informational

☐ Discussion

☐ Approval

☒ Adoption

☐ Denial

☐ Ratification

☐ Explanation: [Click here to enter text.](#)

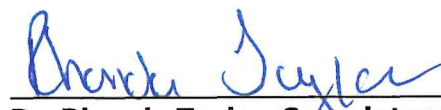
Originating Department/School: Superintendent's Office

Submitted/Recommended By:

Approved for Submission to the Governing Board:



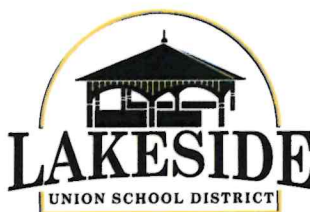
Lisa DeRosier, Executive Assistant



Dr. Rhonda Taylor, Superintendent

Administration:

RHONDA L. TAYLOR, Ed.D.
Superintendent
NATALIE WINSPEAR, Ed.D.
Assistant Superintendent
LISA DAVIS
Assistant Superintendent



Board of Trustees:

HOLLY FERRANTE
ANDREW HAYES
LARA HOEFER MOIR
BONNIE LACHAPPA
DON WHISMAN

Minutes of the Regular Meeting of the Board of Trustees

September 8, 2022

District Administration Center/Zoom

- | | |
|--|---------------------------------|
| A. The regular meeting of the Lakeside Union School District Board of Trustees was called to order at 5:00 p.m. by Andrew Hayes, President, with the following members present: Lara Hoefer Moir, Vice President; Bonnie LaChappa, Clerk; Holly Ferrante, Member; and Don Whisman, Member. Also in attendance were Dr. Rhonda Taylor, Superintendent; Dr. Natalie Winspear, Assistant Superintendent; and Lisa Davis, Assistant Superintendent. Lisa DeRosier was present to record the minutes. | Call to Order |
| B. There were no requests to speak to the Board prior to Closed Session. | Public
Comments |
| C. At 5:02 p.m., the Governing Board moved to closed session to discuss public employee introduction, Coordinator of Ed Services (Michelle Perkins) pursuant to Government Code §54957; conference with labor negotiator, Lisa Davis, regarding the California School Employees Association and its Chapter 240 pursuant to Government Code §54957.6; conference with labor negotiator, Lisa Davis, regarding the Lakeside Teachers Association pursuant to Government Code §54957.6; and public employee evaluation, Superintendent, pursuant to Government Code §54957. | Closed Session |
| D. At 6:00 p.m. the Board reconvened from closed session. President Hayes welcomed guests and reported no action was taken in closed session. | Reconvene |
| ESS Manager, Jerred Murphy, and students led the pledge of allegiance. He shared highlights from the summer program. The students were offered 29 field trips over the 10-week camp. They read, as a group, the book <u>Paddington</u> , and after each reading assignment, a writing assignment followed. They participated in the following educational activities: word searches, crossword puzzles, fun with numbers, board games, iPad-based games, stem, robotics, drones and so much more. Jerred gave a shout out to the transportation department for the busing. | ESS Summer
Program |
| E. Clerk LaChappa welcomed back staff. She was able to visit Lindo Park and Winter Gardens on the first day of school. She also attended the Kindergarten orientation at Winter Gardens. She helped with the back to school breakfast at Lindo Park and commented that Tessa Green had a great team building activity, a scavenger hunt. She has family members at Lakeside Middle School, Winter Gardens, Lindo Park, Riverview, Lakeview and Tierra del Sol Middle School and received a lot of good input, with very few complaints, about the start of the school year.

Member Ferrante welcomed back staff. She had the opportunity to visit campuses. She thanked Todd Owens and his crew for making the schools look good. She attended the LMS summer explorations, TdS back to school night, and Riverview's book vending machine event.

Member Whisman also welcomed back staff and students. He attended Kindergarten orientations at Lindo Park and Lakeview and Riverview's book vending machine event. He loves seeing all the Amplify science materials all around. | Trustee Reports
and Comments |

E. TRUSTEE REPORTS AND COMMENTS (CONTINUED)

Vice President Hoefer Moir commented that it's nice to be back in school. We've had a few small beginning of the year hiccups, but we worked through them. She attended the LMS summer explorations; the welcome back day for staff; and Lakeview's back to school night.

Trustee Reports
and Comments
(Cont'd)

President Hayes enjoyed the welcome back day with staff and loved the speaker. He attended the TdS back to school night and enjoyed the icebreakers with the parents; Kiwanis Club annual dinner where Dr. Taylor was awarded with Educator of the Year; and the book vending machine event at Riverview.

- F. There was one request to speak to the Board regarding an incident at Tierra del Sol Middle School.

Public Comment

- G. 1. Dr. Taylor shared a presentation regarding school safety. She covered the community safety meeting last Spring; the school environment (new fencing, Lok Bloks, school safety plans, etc.); community collaboration (2 meetings with the local Sheriff's); and how parents can help (by signing in at schools, using the see something say something approach, understanding the measures we are taking to keep our students and staff safe, etc.) President Hayes thanked the members of the public who attended the safety meeting and to those who gave us valuable feedback.

School Safety
Presentation

2. Lisa Davis presented the 2021-22 unaudited actuals. She gave a huge shout out to the business office team, especially Sam Orahod for the heavy lifting. It's truly a collaborative effort. They begin closing the books in May and it finishes up end of August. We ended the year very well financially. She thanked everyone for being conservative and mindful in spending.

Budget
Presentation

3. It was moved by Member Ferrante and seconded by Clerk LaChappa to adopt the 2021-22 Unaudited Actuals reporting the financial results for the fiscal year ending June 30, 2022. Motion carried unanimously 5:0 (Ayes: Ferrante, Hayes, Hoefer Moir, LaChappa, Whisman).

Adopt 2021-22
Unaudited
Actuals

- H. It was moved by Member Ferrante and seconded by Clerk LaChappa to designate all Items of Business to the consent agenda with the exception of Items 2.2 and 4.6. The motion carried unanimously to designate Items of Business 2.1, 2.3, 3.1, 4.1, 4.2, 4.3, 4.4, 4.5, 4.7, 5.1, 5.2, 5.3, 6.1, 7.1, 7.2, 7.3 and 7.4 to the consent agenda.

Consent Agenda

- 1.1 It was moved by Member Whisman and seconded by Clerk LaChappa to adopt the following items of business:

Items of
Business

- 1.2 There was no discussion on items.

Discussion

SUPERINTENDENT

- 2.1 A motion to adopt the minutes of the amended special and regular board meetings of August 11, 2022.

Adopt Minutes

- 2.3 A motion to adopt the 2022-23 board goals. The goals were discussed at the special board meeting of August 11, 2022 and were mutually agreed upon to keep them the same as last year.

Adopt Board
Goals

H. HUMAN RESOURCES

- 3.1 A motion to approve/ratify amended Personnel Assignment Order 2023-03.

Approve PAO

BUSINESS SERVICES

- 4.1 A motion to approve the following monthly business reports: A) Commercial Warrants; B) Revolving Cash; C) Purchase Orders and Change Orders; and D) Purchase Card Expenditures.

Approve
Business Reports

- 4.2 A motion to adopt Resolution No. 2022-03 to certify 2021-22 Gann Limit Appropriations and an Estimated Limit for 2022-23.

Adopt Resolution
No. 2022-03

- 4.3 A motion to adopt Resolution Nos. 2023-04, 2023-05 and 2023-06, which authorize District representatives to sign and file applications under the School Facility Program, acknowledge the submittal of projects without current State bond authority, and set a participation goal for Disabled Veteran Business Enterprises (DVBE) as required for State funding.

Adopt
Resolutions No.
2023-04 through
2023-06

- 4.4 A motion to approve the 2022-23 updated mileage stipend list.

Approve Mileage
Stipend List

- 4.5 A motion to approve the following annual contracts for the 2022-23 school year: A) American Fidelity Administrative Services (Bus Services); B) Azuma Tech Services (Maint); C) Lamar Advertising (Supt); D) Elevator Professionals (Maint); E) Jim Huge (Supt); F) Achieve 3000 Addendum (Ed Services); G) Boys to Men Mentoring Network (LMS); H) Imagine Learning (DREAM); I) Soliant Staffing (Special Ed); J) ThoughtExchange (Supt); and K) San Diego Youth Services (Pupil Services).

Approve Annual
Contracts for
2022-23

- 4.7 A motion to approve the following Tierra del Sol Middle School field trips: A) STEM to attend iFly on November 10, 2022; and B) 8th grade students to attend the Museum of Tolerance and the LaBrea Tar Pits on January 26, 2023.

Approve TdS
Field Trips

ED SERVICES

- 5.1 A motion to approve the following Interdistrict Attendance Agreements for the 2022-27 school years: A) San Ysidro School District; and B) Santee School District.

Approve Atten-
dance Agrmnts

- 5.2 A motion to approve the 2022-23 Categorical Funding: Title I, Part A (Basic); Title II, Part A (Supporting Effective Instruction); Title III (English Learner); Title III (Immigrant); and Title IV, Part A (Student Support).

Approve
ConApp

- 5.3 A motion to approve the Local Control and Accountability Plan (LCAP) Federal Addendum, which specifically states how federal funds are being used.

Approve LCAP
Fed Addendum

BOND

- 6.1 A motion to approve Change Order #3 with ESR Construction on the Tierra del Sol Middle School new gymnasium construction project at a cost of \$12,082.

Approve Change
Order with ESR

H. POLICIES AND REGULATIONS

7.1	A motion to adopt Board Policy and Administrative Regulation 5148: Child Care and Development.	Adopt BP/AR 5148
7.2	A motion to adopt Board Policy and Administrative Regulation 5148.3: Preschool/ Early Childhood Education.	Adopt AR 5148.3
7.3	A motion to update policy numbers that are unique to LUSD: A) BP 1270, Public Art changed to 1270.5; B) BP 4315.1, Staff Evaluation Teachers changed to 4315.2; C) BP/AR 5154.31, Non Discrimination for Students and Employees changed to 5145.33; D) BP/AR 5154, Participation of Indian Pupils changed to 5154.4; and E) AR 3560, Disposition changed to Records Retention and Disposition 3560.12.	Update Unique LUSD Policy Numbers
7.4	A motion to adopt the following policy title changes: A) BP 0100 from Philosophy/Core Values to Philosophy; B) BP and AR 3551 from Food Service Operations to Food Service Operations/Cafeteria Fund; C) BP and AR 4118 from Suspension/Disciplinary Action to Dismissal/Suspension/Disciplinary Action; D) BP 5127 from Promotion Ceremonies and Activities to Graduation Ceremonies and Activities; E) BP and AR 6174 from Education for English Language Learners to Education for English Learners; F) Bylaw 9123 from Vice President to Clerk; and G) Bylaw 9240 from Board Development to Board Training.	Adopt Policy Title Changes
Motion carried 5:0: (<u>Ayes</u> : Ferrante, Hayes, Hoefer Moir, LaChappa, Whisman).		
2.2	<u>It was moved by</u> President Hayes and seconded by Member Whisman to adopt Resolution No. 2023-07, opposing youth access to marijuana through marijuana storefronts and commercial cultivation. Motion carried unanimously 5:0 (Ayes: Ferrante, Hayes, Hoefer Moir, LaChappa, Whisman).	Adopt Resolution No. 2023-07
4.6	<u>It was moved by</u> President Hayes and seconded by Member Whisman to accept the following donations to the district: A) 80 backpacks filled with school supplies, 10 cases of water, tea, soda and chips from Pepsico to Lindo Park; B) a Little Free Library from the County of San Diego to Winter Gardens; C) Socks and underwear from Frank and Cindy Hilliker to Lindo Park students; D) \$2,000 from the El Capitan Stadium Association to Lakeside Farms; E) \$18,000 from the Lakeside Farms PTA to Lakeside Farms to go towards a digital marquee; and F) 2021-22 PTA donation summary: LF, \$489; LV \$396.34; LP \$489; RV \$63,660; WG \$7,876.59; LC \$489; and TdS \$1,200. Member Ferrante thanked the community for their generous donations. Motion carried unanimously 5:0 (Ayes: Ferrante, Hayes, Hoefer Moir, LaChappa, Whisman).	Accept Gifts to the District
I.	1. The board reviewed the enrollment for the first 5 days of school. We are up 121 students from last year. Our TK enrollment rose from 90 last year to 186 this year. That has helped us from seeing a dramatic shift in enrollment.	Enrollment
	2. The board reviewed the Quarterly Investment Reports, San Diego County Treasury Investment Pool as of quarter ended June 30, 2022. Our investments are still strong despite the interest rates. We are lucky the County Treasury Department is strong and stable.	Report Quarterly Investment Rpt

J.	1. The board discussed board member representation on the following committees: A) Interviews (they will all rotate); B) Calendar (Clerk LaChappa); C) Curriculum (Member Whisman with President Hayes as the alternate); D) Homework (Member Whisman with Vice President Hoefer Moir as the alternate); E) Benefits (Member Ferrante); and F) Wellness (Vice President Hoefer Moir).	District Committee Representation
	2. The board discussed dates for an upcoming special board meeting to hear the principals discuss their SPSA's. Lisa DeRosier will send out a google doc with possible meeting dates that work for the majority of the board members.	Special Board Meeting
K.	1A. Kerry Strong, LTA President, was not present but had President Hayes read her report: "LTA members are off to a great start this school year! We're busier than ever working with our administrators to get school back up and operating better than ever. We have teams at every school that are mobilizing to ensure we're providing or on our way to providing the student supports we need like our TOSA's and LLM Teachers. We've welcomed over 35 new members so far which is excellent news, however it also indicates to us that we lost a good number of teachers over summer. Yes, a few retired last year, but the majority of those hires are replacing staff who for a variety of reasons left our district and a few are for new positions. I want us to be mindful of this as a district as we need to look at what is being done internally to make LUSD THE place to work. We want to retain our teachers and support them throughout their careers. I believe our new administration has this in mind and I appreciate their focus on supporting teachers so that we can in turn support our students! While we've had a good start to the year it hasn't been without its glitches, but I am confident in our admins' abilities to work through these issues as they've arisen. As usual I'm always here to chat and problem solve. I look forward to working with you all again this year!"	LTA President
	1B. David Myers, CSEA President, was not present.	CSEA President
	2A. Lisa Davis, Assistant Superintendent, complimented Jerred Murphy for a great report from ESS tonight. She met with all her classified managers today: ESS had great summer programs; Maintenance is still down staff; Child Nutrition is looking to hire more breakfast positions; and Tech has been very busy giving it all, everyday!	Lisa Davis
	2B. Dr. Natalie Winspear, Assistant Superintendent, publicly welcomed Michelle Perkins as our new Coordinator of Ed Services. There has been a lot of positive energy this year. Amplify science was delayed, but has now arrived and is being unpacked and put into classrooms. The teachers had instruction from the publisher on our PD day. A lot of our sites are in the process of modifying their innovative master schedules to provide more intervention during the school day. TdS is receiving a Williams visit. We are going to walk and learn with them side by side, but have worked very hard to prepare for the visit. She thanked Maintenance and Operations for sprucing up the campus getting ready for the visit.	Dr. Natalie Winspear
	2C. Dr. Rhonda Taylor, Superintendent, was excited to share that a billboard promoting the district has gone up on Highway 67 towards the 8, and another one in the works for the Harbison Canyon exit on the 8. It looks great and we're excited to see if we get feedback. It will stay up for 3 months.	Dr. Rhonda Taylor
L.	President Hayes asked if there was any further business to come before the board. There being none, the president declared the regular board meeting adjourned at 7:14 p.m.	Adjournment

Lakeside Union School District
Board of Trustees Regular Meeting
September 8, 2022

Bonnie LaChappa
Clerk of the Board

Rhonda L. Taylor, Ed.D.
Secretary to the Board

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 10/13/22

Agenda Item:

Personnel Assignment Order 2023-04

Background (Describe purpose/rationale of the agenda item):

The Personnel Assignment Order reflects new hires, retirements and changes in positions.

Fiscal Impact (Cost):

Varies

Funding Source:

General Fund

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement ☐ **#2:** Social Emotional ☐ **#3:** Physical Environments

Recommended Action:

- | | |
|---|--|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click here to enter text. |
| <input checked="" type="checkbox"/> Adoption | |

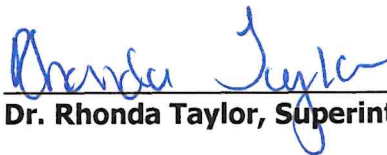
Originating Department/School: Human Resources

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Christine Sinatra, HR Exec Director



Dr. Rhonda Taylor, Superintendent

LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING, October 13, 2022
Personnel Assignment Order – 2023-04

BACKGROUND:

The following personnel appointments, changes of status, leave requests, resignations, dismissals and consultant requests are submitted for Board consideration. Italicized information indicates a change.

Certificated Staff

A. New Hire:

Employee	Assignment/Location	Class/Step	Previous Annual Salary	New Annual Salary	Effective Date
Blumka, Yarisel	Psychologist/Itinerant	E/1		\$51,461.00	08/29/2022
Suttmoeller, Dawn	Teacher/Lindo Park	D/6		\$63,316.00	09/08/2022
Pitman, Liana	Teacher/LF/LC	A/1		\$51,461.00	09/26/2022

B. Return from LOA:

Employee	Assignment/Location	Class/Step	Previous Annual Salary	New Annual Salary	Effective Date

C. Change of Status/Location:

Employee	Assignment/Location	Class/Step	Previous Annual Salary	New Annual Salary	Effective Date

D. Waiver:

Employee	Assignment/Location	Reason	Recommendation	Effective Date

E. Resignations:

Employee	Assignment/Location	Class/Step	Reason	Effective Date
Bertrand, Chelsea	Teacher/TDS	E/3	Accepted another position	10/07/2022

F. Retirement:

Employee	Assignment/Location	Class/Step	Effective Date

J. Resignations:

Employee	Location	Position	Reason	Effective Date
DeRosier, Chris	Maintenance	Skilled Maint Worker	Health	9/30/2022
Fernandez, Shaylee	ESS	Child Dev Assistant	Family	9/1/2022
Honstead, Nicole	TDS	IA-I-SPED	Employment	9/23/2022
Huyser, Brenda	District Office	Payroll & Benefit Specialist	Moved out of state	10/28/2022
McLaughlin, Jamie	Lemon Crest	IA-III-SPED	Student Teach	9/16/2022
Sabeeh, Samer	Lakeside Farms	IA-TK	Family	9/3/2022
Snider, Heidi	Transportation	School Bus Driver	Probation Release	9/28/2022
Witthoeft, Michelle	ESS	CDA	N/A	9/30/2022

K. Unpaid leave:

Employee	Location	Position/Class/Step	Effective Date

L. 39-Month Rehire :

Employee	Location	Position	Effective Date

M. Return from FMLA

Employee	Title	Start Date

RECOMMENDATION:

Administration recommends approval of listed personnel appointments, changes of status, leave requests, resignations, dismissals, and consultants. This recommendation supports the following District goal: Assure the highest quality of school district services, including, but not limited to, academic, social, emotional and health services by hiring and retaining employees with not only required technical skills in the areas of their responsibilities but also the ability to handle diverse challenges.

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 13, 2022

Agenda Item:

New Job Description

Background (Describe purpose/rationale of the agenda item):

Approval of the following job description's:

Transportation Supervisor

Fiscal Impact (Cost):

N/A

Funding Source:

Recommended Action:

☐ **Informational**

☐ **Denial**

☐ **Discussion**

☐ **Ratification**

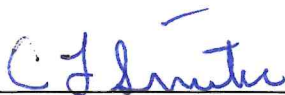
☒ **Approval**

☐ **Explanation:** Click here to enter text.

Originating Department/School: Human Resources

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Principal/Department Head Signature



Dr. Rhonda Taylor, Superintendent

This form must be typed written and have all signatures before it will be placed on the agenda. All agenda item requests must be submitted for approval 10 days prior to the board meeting.



Job Description

Title: Transportation Supervisor	FLSA Status: N/A	Months: 12-Months
Supervisor: Director of M.O.T.	Supervises: Transportation Staff	Range: 19
Department: Transportation	Bargaining Unit: N/A	Approved:

JOB SUMMARY:

Under the direction of the Director of Maintenance, Operations and Transportation, the Transportation Supervisor will schedule, coordinate and supervise the scheduling and dispatch of both regular and special education bus routes, field trips and extracurricular events; supervise the Bus Driver training programs and activities; prepare and maintain accurate records related to vehicles and drivers; assign and review the work of drivers; train, supervise and evaluate the performance of assigned staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Schedule, coordinate and dispatch buses for bus routes, field trips and extracurricular events; prepare and assign work schedules; prepare bus routes and schedules; arrange for, and schedule, substitute bus drivers, initiate and develop programs for proper coordination and utilization of equipment and personnel.

Prepare and maintain accurate records related to vehicles and drivers; arrange for and schedule substitute bus drivers; assure proper licenses for subs and drivers and maintain accurate records of expiration dates.

Train, supervise and evaluate the performance of assigned staff; recruit, interview and assist in the selection of employees and recommend transfers, reassignment, termination and disciplinary actions; assist drivers in completing injury and accident reports; supervise, coordinate, develop, evaluate and schedule the school bus driver training program; participate in the instruction of drivers for original and renewal licensing.

Assist the administrator in planning, developing, supervising and coordinating safety in-service and classroom workshops; assist bus drivers in maintaining an orderly school bus environment and assure discipline is implemented as necessary.

Conduct studies of traffic conditions, pupil load and distribution and make adjustments as necessary; maintain and prepare a variety of records and reports including average daily attendance, bus trip data, driver route assignment and other related information.

Communicate with parents and teachers and resolve issues or concerns as needed; resolve and respond to parent complaints.

Make field decisions and recommendations regarding adverse weather, road, bus stop conditions and student safety issues; supervise, coordinate and evaluate the bus evacuation safety program.

Assist the administrator in the development of policies, regulations and department procedures.

Operate a computer and assigned software.

OTHER DUTIES:

Perform the duties of the M.O.T. Director in the absence of the Director as related to Transportation as assigned.

Perform related duties as assigned.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. The work environment characteristics and physical demands described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of:

- Supervising, training, dispatching, scheduling and coordination of the transportation program.
- Proper operation of school buses.
- Principles and practices of supervision and training.
- Applicable traffic and student transportation laws, codes and regulations.
- Record-keeping techniques.
- Interpersonal skills using tact, patience and courtesy.
- Operation of a computer and assigned software.
- Purchasing of all types District vehicles
- Drug testing
- FMCSA program

Skills/Ability to:

- Schedule, coordinate and supervise the dispatch of buses for bus routes, field trips and extracurricular events.
- Prepare and maintain accurate records related to vehicles and drivers.
- Train, supervise and evaluate personnel.
- Estimate and requisition supplies and equipment.
- Drive a school bus safely and efficiently.
- Maintain safe discipline level among passengers.
- Apply and interpret policies and procedures related to student discipline.
- Observe legal and defensive driving practices.
- Read and interpret maps.
- Administer first aid to ill or injured children.
- Communicate effectively with others to exchange information.
- Establish and maintain cooperative and effective working relationships with others.
- Operate a computer and assigned software.
- Work independently with little direction.

Licenses, Certifications and other Requirements:

- Valid California Class "A" or Class "B" driver's license with a "P" endorsement.
- Valid California Class C driver's license.
- Valid School Bus Certificate issued by the California Highway Patrol.
- Valid medical certificate.
- Valid First Aid certification.
- Clear driving record for 5 years.
- Pre-employment drug screening.
- Pre-placement physical exam.
- Criminal justice/fingerprint clearance.
- Tuberculosis clearance.

Education and Experience:

Any combination equivalent to: graduation from high school or equivalent and five years bus driving experience, including experience in dispatching, scheduling, transportation or fleet operations work and working in a lead capacity.

WORKING CONDITIONS:

Work Environment:

- School bus and outdoor environment.
- Seasonal heat and cold or adverse weather conditions.
- Evening or variable hours.
- Exposure to fumes, dust, odors, oil/grease and gases.
- Driving a vehicle to conduct work.

Physical Demands:

- Sitting for extended periods of time while operating buses.
- Hearing and speaking to exchange information.
- Reaching, pulling and pushing to open bus doors.
- Bending at the waist, kneeling or crouching to inspect and wash buses.
- Seeing to monitor passengers and operate a vehicle.
- Regularly lift and/or move up to 50 pounds, frequently lift and/or move up to 100 pounds, and occasionally lift and/or move more than 100.

Hazards:

- Traffic hazards.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed.

NOTE: Safety-sensitive job class. Employees in this job class will be subject to random selection for alcohol or controlled substance testing

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: OCTOBER 18, 2022

Agenda Item:

COMMERCIAL WARRANT LISTING SHEET – for the period 9/1/22 – 9/30/22

Background (Describe purpose/rationale of the agenda item):

This is a required monthly report - per Board Policy #3300, "the Governing Board shall review all warrants issued by the district at their monthly Board meeting".

Fiscal Impact (Cost):

\$ 1,814,175.14

Funding Source:

General, ASB, Child Development, Child Nutrition, Bond, & Charter Schools (Barona, RVCS)

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

Recommended Action:

☐ **Informational**

☐ **Denial/Rejection**

☐ **Discussion**

☐ **Ratification**

☒ **Approval**

☐ **Explanation:** [Click here to enter text.](#)

☐ **Adoption**

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member

BOARD WARRANT REPORT

9/1/2022 - 9/30/2022

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14930554	AG PARTS WORLDWIDE, INC.	9/1/2022	MOT PARTS	183.33
0100	14930555	AMAZON CAPITAL SERVICES, INC.	9/1/2022	AMAZON - FINAL ACCRUALS 2122	35,466.22
0100	14930556	AT&T	9/1/2022	MONTHLY PHONE CHARGE	2,665.66
0100	14930557	CDW GOVERNMENT, INC.	9/1/2022	LENOVO THINKPAD THUNDERBOLT 4	9,818.18
0100	14930559	CLARK SECURITY PRODUCTS	9/1/2022	M&O/Maintenance	2,336.83
0100	14930561	DANNIS WOLIVER KELLEY	9/1/2022	Legal Services	888.00
0100	14930562	DIESEL PRINT CO	9/1/2022	FENCE SIGNS FOR ESS PROGRAMS 2	930.96
0100	14930563	CAL PACIFIC TRUCK CENTER, LLC	9/1/2022	TRANS/GEN Ed	199.46
0100	14930564	THE EAST COUNTY CALIFORNIAN	9/1/2022	ADOPTED BUDGET AD	112.00
0100	14930565	Executive Protection Agency K9 & Investi	9/1/2022	LC SECURITY	2,025.00
0100	14930566	FERGUSON ENTERPRISES, INC	9/1/2022	M&O/Maintenance	1,276.87
0100	14930567	INTERLINK SUPPLY OF SAN DIEGO	9/1/2022	OPEN PO	746.39
0100	14930568	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	9/1/2022	MONTHLY COPIER LEASE AND COPIES	1,859.89
0100	14930570	LAKESIDE EQUIPMENT	9/1/2022	M&O/Equipment Rental	1,116.94
0100	14930571	LAKESIDE WATER DISTRICT	9/1/2022	WATER DISTRICT	4,369.18
0100	14930572	LEADER SERVICES	9/1/2022	SPED SERVICES	2,211.52
0100	14930573	McGRAW-HILL SCHOOL EDUCATION HOLDINGS	9/1/2022	BOOKS	3,962.75
0100	14930575	NATIONAL PETROLEUM INC	9/1/2022	TRANSPORTATION SUPPLIES	481.21
0100	14930576	NETWORK INTERPRETING SERVICE	9/1/2022	TDS INTERPRETING SERVICES	280.00
0100	14930577	NEW HAVEN YOUTH AND FAMILY SERVICES	9/1/2022	SPED SERVICES	2,200.00
0100	14930580	RO HEALTH, INC	9/1/2022	LVN ESY	615.00
0100	14930581	SOLARWINDS ITSM US, INC.	9/1/2022	Annual Sub Renewal-Workorders	4,078.55
0100	14930582	SAN DIEGO COUNTY OFFICE OF ED	9/1/2022	PROFESSIONAL SERVICES	11,700.00
0100	14930583	SAN DIEGO GAS & ELECTRIC	9/1/2022	UTILITIES	29,362.20
0100	14930585	SCHOLASTIC CLASSROOM MAGAZINES	9/1/2022	SCHOLASTIC	2,731.01
0100	14930586	SEA CHANGE THERAPY, LLC	9/1/2022	ESY SLP	6,463.62
0100	14930587	SOLIANI HEALTH LLC	9/1/2022	1.0 FTE Psychologist	306.00
0100	14930589	T-MOBILE	9/1/2022	MONTHLY HOT SPOTS	5,312.00
0100	14930590	U.S. BANK EQUIPMENT FINANCE	9/1/2022	WG COPIER LEASE	156.80
0100	14930591	VERIZON WIRELESS	9/1/2022	MONTLY CELL SERVICES	5,576.48
0100	14930592	VIRGINA LOPEZ	9/1/2022	CA DEPT OF ED TRAINING	5,831.06
0100	14930593	VISTA HILL FOUNDATION	9/1/2022	MENTAL HEALTH CONTRACT	10,573.00
0100	14930594	WELLS FARGO VENDOR FINANCIAL SERVICES	9/1/2022	KYOCERA COPIER LC	625.38

BOARD WARRANT REPORT

9/1/2022 - 9/30/2022

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14930595	XEROX CORPORATION	9/1/2022	COPY CHARGES	672.57
0100	14931806	THE PRINT BUTTON	9/6/2022	ENVELOPES #10 WINDOW SECURITY	343.58
0100	14932837	ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	9/8/2022	Legal Services	745.00
0100	14932838	ACHIEVE3000	9/8/2022	ACHIEVE AGREEMENT FOR 22/23 SC	125,607.79
0100	14932839	AMAZON CAPITAL SERVICES, INC.	9/8/2022	AMAZON ACCRUAL	523.15
0100	14932840	A-Z BUS SALES INC.	9/8/2022	TRANS/SPED	254.87
0100	14932842	CERTIFIED MOBILE SHRED	9/8/2022	SHREDDING	120.00
0100	14932843	CAL PACIFIC TRUCK CENTER, LLC	9/8/2022	TRANSPORTATION REPAIRS/SUPPLIES	6,250.79
0100	14932844	DION & SONS, INC.	9/8/2022	MOT GAS	2,255.61
0100	14932850	IMPERIAL SPRINKLER SUPPLY, INC.	9/8/2022	M&O/Maintenance	592.62
0100	14932851	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	9/8/2022	COPY CHARGES	83.32
0100	14932853	RAYNE OF SAN DIEGO	9/8/2022	TDS - BASE ADMIN	32.00
0100	14932854	SMART & FINAL	9/8/2022	LMS/350	1,031.98
0100	14932856	THE PRINT BUTTON	9/8/2022	Federal Survey Cards	2,020.29
0100	14932857	WELLS FARGO VENDOR FINANCIAL SERVICES	9/8/2022	MONTHLY COPIER LEASES	6,019.70
0100	14933791	ACSA	9/12/2022	ACSA DUES FOR LISA DAVIS 2022/	1,611.95
0100	14933792	ALBERTSONS	9/12/2022	ESS SUPPLIES	474.23
0100	14933793	COOLE SCHOOL	9/12/2022	SCHOOL SUPPLIES	2,123.25
0100	14933796	PATRICIA FERNANDEZ	9/12/2022	CA MTSS 2022 CONFERENCE	84.58
0100	14933797	JOCELYN MCCULLOUGH	9/12/2022	JUNE 2022 MILEAGE	955.89
0100	14933798	LAKESIDE UNION SCHOOL DISTRICT	9/12/2022	REVOLVING CASH	13,905.81
0100	14933799	COUNTY OF SAN DIEGO	9/12/2022	BUS. SVCS	3,668.41
0100	14933800	TURNAROUND SCHOOLS	9/12/2022	TURNAROUND SCHOOL/NO EXCUSES U	4,200.00
0100	14933801	NATALIE WINSPEAR	9/12/2022	CA MTSS 2022 CONFERENCE	92.00
0100	14934875	ANTON'S SERVICE INC.	9/15/2022	REMOVE PINE TREE AND GRIND STU	11,750.00
0100	14934877	BEVERLY JIMENEZ	9/15/2022	CA MTSS 2022 CONFERENCE	335.33
0100	14934880	CELEBRATE LIFE	9/15/2022	Years of service awards	202.50
0100	14934881	DATTEL SYSTEMS INCORPORATED	9/15/2022	TECH CHARGES	21,064.08
0100	14934884	KELLY GILBERT	9/15/2022	CA MTSS 2022 CONFERENCE	116.00
0100	14934886	IDENT-A-KID SERVICES OF AMERICA, INC.	9/15/2022	VISITOR MANAGEMENT	4,455.00
0100	14934887	ILLUMINATE EDUCATION INC.	9/15/2022	SOFTWARE	37,633.64
0100	14934888	JUPITER ED, INC.	9/15/2022	GRADE PROGRAM	2,813.13
0100	14934890	LOWE'S	9/15/2022	MOT SUPPLIES	2,251.40

BOARD WARRANT REPORT

9/1/2022 - 9/30/2022

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14934891	OFFICE DEPOT, INC.	9/15/2022	OFFICE SUPPLIES	649.21
0100	14934892	DAVIS CONSULTING CORPORATION	9/15/2022	Management Support	1,085.00
0100	14934893	RAYNE OF SAN DIEGO	9/15/2022	Water Service	70.00
0100	14934894	COUNTY OF SAN DIEGO	9/15/2022	MONTHLY SEWER	39,707.59
0100	14934895	SAN DIEGO GAS & ELECTRIC	9/15/2022	MONTHLY UTILITIES	1,207.16
0100	14934896	S&S WORLDWIDE	9/15/2022	GATOR SKIN BALLS 6"-W4795	174.40
0100	14934897	SCHOOL INNOVATIONS & ACHIEVEMENT	9/15/2022	SCHOOL INNOVATIONS & ACHIEVEME	21,300.00
0100	14934898	SMART & FINAL	9/15/2022	ESS SUPPLIES	541.00
0100	14936248	A&B SAW & LAWNMOWER SHOP	9/19/2022	M&O/Maintenance	419.42
0100	14936249	AGRICULTURAL PEST CONTROL	9/19/2022	M&O/Maintenance	4,260.00
0100	14936250	AIRGAS USA, LLC	9/19/2022	M&O/Maintenance	151.98
0100	14936251	ALLIED REFRIGERATION INC	9/19/2022	M&O/Maintenance	29.75
0100	14936252	ROCK AND BLOCK HARDSCAPE SUPPLY	9/19/2022	M&O/Maintenance	264.74
0100	14936253	A-Z BUS SALES INC.	9/19/2022	TRANS/SPED	489.88
0100	14936254	AZUMA TECH SYSTEMS INC.	9/19/2022	M&O/Maintenance	127.00
0100	14936255	HERITAGE TRUCK PAINTING & AUTO COLLISION	9/19/2022	LABOR & NON-TAXABLE ITEMS TO P	1,597.28
0100	14936256	BROADWAY AUTO ELECTRIC	9/19/2022	OPEN PO	274.76
0100	14936258	CDW GOVERNMENT, INC.	9/19/2022	LENOVO THINKPAD P15S GEN 2-15.	4,643.25
0100	14936259	CENGAGE LEARNING	9/19/2022	CURRICULUM SUPPLIES	1,198.79
0100	14936260	CINTAS CORPORATION	9/19/2022	MOT UNIFORMS	1,407.62
0100	14936261	COMPETITIVE METALS, INC	9/19/2022	M&O/Maintenance	225.33
0100	14936262	DATTEL SYSTEMS INCORPORATED	9/19/2022	AXIS P3727-PLD PANORAMIC CAMER	3,539.59
0100	14936263	DION & SONS, INC.	9/19/2022	GAS	420.11
0100	14936264	DTSC	9/19/2022	HAZARDOUS WASTE MANIFEST FEE	22.50
0100	14936265	MORSCO SUPPLY, LLC	9/19/2022	M&O/Maintenance	23.64
0100	14936266	MGT OF AMERICA, LLC	9/19/2022	Reclassification Study	1,870.00
0100	14936267	HOME DEPOT CREDIT SERVICES	9/19/2022	MOT SUPPLIES	4,575.57
0100	14936268	HOPSKIPDRIVE, INC.	9/19/2022	65000000 5800000 req entered b	13,312.86
0100	14936269	IMPERIAL SPRINKLER SUPPLY, INC.	9/19/2022	M&O/Maintenance	386.42
0100	14936270	LAKESIDE EQUIPMENT	9/19/2022	M&O/Equipment Rental	709.96
0100	14936271	LAKESIDE WATER DISTRICT	9/19/2022	MONTLY WATER	7,450.50
0100	14936272	LOWE'S	9/19/2022	SUPPLIES	431.31
0100	14936274	NTP, INC.	9/19/2022	M&O/Maintenance	380.00

BOARD WARRANT REPORT

9/1/2022 - 9/30/2022

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14936275	OFFICE DEPOT, INC.	9/19/2022	Base Instr	151.38
0100	14936277	SAN DIEGO GAS & ELECTRIC	9/19/2022	MONTHLY GAS AND ELECTRIC	103,500.73
0100	14936278	SOUTHWEST SCHOOL & OFFICE SUPPLY	9/19/2022	OPEN PO FOR DISPOSABLE MASKS	1,757.40
0100	14936282	BORDER RECAPING, LLC	9/19/2022	TRANS/SPED	369.88
0100	14936283	US AIR CONDITIONING DISTRIB.	9/19/2022	M&O/Maintenance	267.10
0100	14936284	WAXIE SANITARY SUPPLY	9/19/2022	M&O/Custodial	11,054.89
0100	14936285	WEBB'S RV SUPPLY	9/19/2022	M&O/Maintenance	22.41
0100	14936286	ZINGPRINT	9/19/2022	TRANS/SPED	270.00
0100	14937241	SAVVAS LEARNING COMPANY LLC	9/22/2022	HISTORY OF SOCIAL SCIENCE 006	34,674.63
0100	14937242	ALLIED REFRIGERATION INC	9/22/2022	M&O/Maintenance	1,380.53
0100	14937243	AZUMA TECH SYSTEMS INC.	9/22/2022	M&O/Maintenance	340.00
0100	14937245	CED-SAN DIEGO CONSOLIDATED ELECTRIC	9/22/2022	M&O/Maintenance	96.98
0100	14937246	DEBRA DUPREE	9/22/2022	Interactive w/Fitzpatrick	600.00
0100	14937247	DEPT OF INDUSTRIAL RELATIONS	9/22/2022	DIR PENALTY FOR NON-COMPLIANCE	675.00
0100	14937248	CAL PACIFIC TRUCK CENTER, LLC	9/22/2022	TRANS/GEN ED	1,733.72
0100	14937249	EL CAJON FORD	9/22/2022	M&O/Maintenance	1,748.69
0100	14937253	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	9/22/2022	MONTHLY COPIES AND LEASE	396.32
0100	14937255	OFFICE DEPOT, INC.	9/22/2022	BS/Admin Unrestricted	1,541.39
0100	14937256	O'REILLY AUTO PARTS	9/22/2022	MOT PARTS	1,774.70
0100	14937261	ROADONE	9/22/2022	TRANS/GEN Ed	337.50
0100	14937262	SCHOOL SERVICES OF CA, INC	9/22/2022	LCFF 101 WEBINAR 8/16, 8/18	275.00
0100	14937263	SHRED IT	9/22/2022	LF - BASE INSTRUCT'L	190.24
0100	14937264	SMART & FINAL	9/22/2022	LMS/350	618.92
0100	14937265	SOUTHWEST SCHOOL & OFFICE SUPPLY	9/22/2022	LC - LOTTERY INSTRUCT'L	11.36
0100	14937267	US AIR CONDITIONING DISTRIB.	9/22/2022	M&O/Maintenance	599.40
0100	14937269	WELLS FARGO VENDOR FINANCIAL SERVICES	9/22/2022	MONTHLY COPY LEASES	428.50
0100	14938588	CLIMATEC, INC.	9/26/2022	Closed HVAC/ESSER 2021-22	563,242.65
0100	14938590	DINN BROS.	9/26/2022	LMS TROPHIES	221.00
0100	14938591	DION & SONS, INC.	9/26/2022	MOT GAS	4,042.54
0100	14938593	MISSION FEDERAL CREDIT UNION	9/26/2022	P CARD	13,018.97
0100	14938595	SAFETY-KLEEN SYSTEMS, INC.	9/26/2022	TRANSPORTATION SUPPLIES	1,049.57
0100	14939670	ALBERTSONS	9/29/2022	ESS SUPPLIES	4.84
0100	14939671	ALLIED REFRIGERATION INC	9/29/2022	M&O/Maintenance	6.29

BOARD WARRANT REPORT

9/1/2022 - 9/30/2022

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
0100	14939672	AMERICAN FIDELITY ADMIN. SERVICES, LLC	9/29/2022	Reporting Services	4,642.00
0100	14939674	CAASFEP	9/29/2022	CAASFEP 2022 PROFESSIONAL DEVE	1,100.00
0100	14939675	CALIF. ASSOC. FUTURE FARMERS OF AMERICA	9/29/2022	REGISTRATION	4,400.00
0100	14939676	CRISP ENTERPRISES INC	9/29/2022	COPY CHARGES	4,698.98
0100	14939677	COMPETITIVE METALS, INC	9/29/2022	M&O/Maintenance	269.90
0100	14939678	CORODATA SHREDDING, INC.	9/29/2022	64 GALLON BIN	245.87
0100	14939681	CURRIER & HUDSON	9/29/2022	SHREDDING	3,872.25
0100	14939682	DATTEL SYSTEMS INCORPORATED	9/29/2022	SCHOOL OWES TDS SWITCH ERATE P	4,015.00
0100	14939683	DION & SONS, INC.	9/29/2022	MONTHLY GAS CHARGES	4,296.85
0100	14939685	EDUSPIRE SOLUTIONS LLC	9/29/2022	E-HALL PASSES	2,690.00
0100	14939686	EL CAJON FORD	9/29/2022	TRANS/Sped	357.37
0100	14939689	GRAINGER	9/29/2022	MOT PARTS	2,437.69
0100	14939690	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	9/29/2022	MONTHLY COPY AND LEASE	147.17
0100	14939691	LEADER SERVICES	9/29/2022	Medi-Cal Reporting Services	4,568.61
0100	14939692	JOCELYN MCCULLOUGH	9/29/2022	Parent Mileage Reim	215.00
0100	14939693	O'REILLY AUTO PARTS	9/29/2022	M&O/Maintenance	31.96
0100	14939694	RO HEALTH, INC	9/29/2022	HS/470	1,640.00
0100	14939696	SAN DIEGO GAS & ELECTRIC	9/29/2022	MONTHLY GAS AND ELECTRIC	127,068.97
0100	14939697	SCHOOL HEALTH CORP.	9/29/2022	HEALTH SUPPLIES	350.28
0100	14939698	SMART & FINAL	9/29/2022	ESS SI[;OES	213.29
0100	14939699	SOLIANI HEALTH LLC	9/29/2022	1.0 FTE Psychologist	2,754.00
0100	14939700	STANDARD ELECTRONICS	9/29/2022	TDS TROUBLE ON FIRE PANEL	260.00
0100	14939701	SYCAMORE LANDFILL	9/29/2022	M&O/Maintenance	610.53
0100	14939703	THE PRINT BUTTON	9/29/2022	COPY CHARGES	1,202.30
0100 TOTAL				GENERAL	1,442,189.13
0800	14930553	ADVANTAGE PRINTING INC	9/1/2022	SCREENPRINTING TDS ASB T-SHIRT	484.88
0800	14930555	AMAZON CAPITAL SERVICES, INC.	9/1/2022	AMAZON - FINAL ACCRUALS 2122	3,729.24
0800	14933798	LAKESIDE UNION SCHOOL DISTRICT	9/12/2022	REVOLVING CASH	21.20
0800 TOTAL				ASB	4,235.32
1200	14930555	AMAZON CAPITAL SERVICES, INC.	9/1/2022	SUPPLIES	397.29
1200	14930562	DIESEL PRINT CO	9/1/2022	FENCE SIGNS FOR ESS PROGRAMS 2	930.96
1200	14930571	LAKESIDE WATER DISTRICT	9/1/2022	WATER DISTRICT	1,832.26
1200	14930583	SAN DIEGO GAS & ELECTRIC	9/1/2022	UTILITIES	544.74

BOARD WARRANT REPORT

9/1/2022 - 9/30/2022

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
1200	14930584	SCHOLASTIC INC	9/1/2022	48 TOTAL ANNUAL SUBSCRIPTIONS	290.40
1200	14930594	WELLS FARGO VENDOR FINANCIAL SERVICES	9/1/2022	COPIER LEASE	106.82
1200	14932845	EVERYCHILD CA ASSOC LEADERS ADV. EARLY	9/8/2022	CONFERENCE	999.00
1200	14932852	LAKESHORE LEARNING MATERIALS	9/8/2022	State PreK	3,113.72
1200	14933798	LAKESIDE UNION SCHOOL DISTRICT	9/12/2022	REVOLVING CASH	1,737.93
1200	14936271	LAKESIDE WATER DISTRICT	9/19/2022	MONTHLY WATER SERVICES	181.44
1200	14936277	SAN DIEGO GAS & ELECTRIC	9/19/2022	MONTHLY UTILITIES	1,452.69
1200	14937252	INDIAN HILLS CAMP	9/22/2022	FIELD TRIP	2,475.00
1200	14937269	WELLS FARGO VENDOR FINANCIAL SERVICES	9/22/2022	MONTHLY COPIER LEASE	106.82
1200	14938591	DION & SONS, INC.	9/26/2022	MONTHLY GAS	142.75
1200	14938593	MISSION FEDERAL CREDIT UNION	9/26/2022	P CARD	2,638.69
1200	14939696	SAN DIEGO GAS & ELECTRIC	9/29/2022	MONTHLY UTILITIES	985.41
1200 TOTAL				CHILD DEVELOPMENT	17,935.92
1300	14930555	AMAZON CAPITAL SERVICES, INC.	9/1/2022	AMAZON INVs + CMs for 2022-23	(192.96)
1300	14930556	AT&T	9/1/2022	MONTHLY PHONE	15.44
1300	14930588	LOEWY ENTERPRISES/SUNRISE PRODUCE CO	9/1/2022	CN/Produce	1,572.40
1300	14930591	VERIZON WIRELESS	9/1/2022	CN	50.04
1300	14931805	LOEWY ENTERPRISES/SUNRISE PRODUCE CO	9/6/2022	CN/Produce	821.75
1300	14931807	WAXIE SANITARY SUPPLY	9/6/2022	CN/770	1,086.72
1300	14932846	ECONOMY RESTAURANT & SUPPLY CO	9/8/2022	KITCHEN SUPPLIES	4,881.08
1300	14932847	GOLD STAR FOODS INC	9/8/2022	CN/Broadline	19,276.10
1300	14932849	HOLLANDIA DAIRY	9/8/2022	CN/770	2,931.28
1300	14932854	SMART & FINAL	9/8/2022	CN/Broadline	25.98
1300	14933794	CULLIGAN	9/12/2022	CN/770	59.13
1300	14933798	LAKESIDE UNION SCHOOL DISTRICT	9/12/2022	REVOLVING CASH	388.22
1300	14934876	BEDCO	9/15/2022	BEDCO	714.42
1300	14934883	ECONOMY RESTAURANT & SUPPLY CO	9/15/2022	DUNNAGE RACKS	848.97
1300	14934885	GOLD STAR FOODS INC	9/15/2022	CN/Broadline	14,365.27
1300	14934898	SMART & FINAL	9/15/2022	CN/Broadline	245.91
1300	14934899	SYSCO FOODS SERVICES	9/15/2022	CN/Broadline	1,197.67
1300	14936257	CALIFORNIA DEPT OF EDUCATION	9/19/2022	CN/Broadline	400.85
1300	14936260	CINTAS CORPORATION	9/19/2022	UNIFORMS	275.52
1300	14936263	DION & SONS, INC.	9/19/2022	MONTHLY GAS	445.04

BOARD WARRANT REPORT

9/1/2022 - 9/30/2022

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
1300	14936276	INDIVIDUAL FOODSERVICE	9/19/2022	CN/770	2,800.19
1300	14936279	LOEWY ENTERPRISES/SUNRISE PRODUCE CO	9/19/2022	CN/Produce	10,916.51
1300	14936280	SYSCO FOODS SERVICES	9/19/2022	CN/Broadline	235.17
1300	14936284	WAXIE SANITARY SUPPLY	9/19/2022	CN/770	504.78
1300	14937250	GOLD STAR FOODS INC	9/22/2022	CN/Broadline	500.00
1300	14937251	HOLLANDIA DAIRY	9/22/2022	CN/770	12,244.67
1300	14937259	P&R PAPER SUPPLY COMPANY, INC.	9/22/2022	CN/770	1,414.87
1300	14937266	SYSCO FOODS SERVICES	9/22/2022	CN/Broadline	648.70
1300	14938589	COZZINI BROS, INC	9/26/2022	CN/770	36.00
1300	14938591	DION & SONS, INC.	9/26/2022	MONTHLY GAS	462.97
1300	14938592	DOMINO'S PIZZA	9/26/2022	CN/Broadline	4,445.84
1300	14938593	MISSION FEDERAL CREDIT UNION	9/26/2022	P CARD	798.20
1300	14938594	NU HEALTH CALIFORNIA LLC	9/26/2022	NU HEALTH FOODS-MANDARIN ORANG	3,348.48
1300	14938596	TEMPERATURE DESIGN REFRIGERATION	9/26/2022	CN/770	144.00
1300	14939680	CULLIGAN	9/29/2022	CN/770	54.13
1300	14939683	DION & SONS, INC.	9/29/2022	MONTHLY GAS	702.56
1300	14939684	ECOLAB FOOD SAFETY SPECIALTIES	9/29/2022	ECOLAB-THERMOMETER	33.29
1300	14939688	GOLD STAR FOODS INC	9/29/2022	CN VEGGIES	10,938.76
1300	14939690	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	9/29/2022	MONTHLY COPY CHARGES	3.67
1300	14939702	SYSCO FOODS SERVICES	9/29/2022	CN/Broadline	2,484.23
1300 TOTAL				CHILD NUTRITION	102,125.85
2139	14930560	CLIMATEC, INC.	9/1/2022	Bond	131,304.25
2139	14930579	QUALITY CONTROL CONSULTANTS, INC.	9/1/2022	LF MONDERNIZATION/LP MULTIPURPOSE	12,738.00
2139	14932848	MGT OF AMERICA, LLC	9/8/2022	FACILITY SUPPORT SERVICES BLAN	6,600.00
2139	14934881	DATEL SYSTEMS INCORPORATED	9/15/2022	TECH	2,494.74
2139	14934889	K-LOG INC.	9/15/2022	RVCS FURNITURE	2,876.93
2139	14936281	TELACU CONSTRUCTION MANAGEMENT, INC	9/19/2022	CONSTRUCTION MANAGEMENT SERVIC	7,500.00
2139	14939682	DATEL SYSTEMS INCORPORATED	9/29/2022	TECH	10,968.54
2139 TOTAL				BOND	174,482.46
6200	005794	LEXIA LEARNING SYSTEMS LLC	9/12/2022	LITERACY SUBSCRIPTION/RENEW	4,480.00
6200	14930574	MULTIPLE MEASURES	9/1/2022	BARONA REPORT FEES	3,600.00
6200	14933795	ECONOMY RESTAURANT & SUPPLY CO	9/12/2022	BIC KITCHEN EQUIPMENT	8,278.43
6200	14936273	MULTIPLE MEASURES	9/19/2022	BICS MEMBERSHIP	1,500.00

BOARD WARRANT REPORT

9/1/2022 - 9/30/2022

Fund	Warrant ID	Vendor Name	Payment Date	Invoice Item Description	Amount Charged to Fund
6200	14937268	U.S. BANK CORPORATE PYMT SYS	9/22/2022	BICS CHARGES	9,022.22
6200	14939669	DOCUMENT TRACKING SERVICES	9/29/2022	ANNUAL SOFTWASH AGREEMENT	395.00
6200	14939687	ESGI	9/29/2022	BICS 12 MMONTH LICENSE	672.00
6200	14939695	SAN DIEGO COUNTY OFFICE OF ED	9/29/2022	BICS CONFERENCE	159.00
6200 TOTAL				BARONA CHARTER	28,106.65
6201	14930556	AT&T	9/1/2022	MONTHLY PHONE CHARGE	82.42
6201	14930557	CDW GOVERNMENT, INC.	9/1/2022	RETURN /CREDIT IN JUNE 2022	337.95
6201	14930558	CIF STATE OFFICE	9/1/2022	ENROLLMENT 260	228.80
6201	14930578	POWERSCHOOL GROUP, LLC	9/1/2022	PROFESSIONAL TRAINING SERVICES	2,315.00
6201	14930583	SAN DIEGO GAS & ELECTRIC	9/1/2022	UTILITIES	2,794.71
6201	14930596	YOUNG, MINNEY & CORR LLP	9/1/2022	PROFESSIONAL SERVICES	2,044.40
6201	14932841	BLICK ART MATERIALS	9/8/2022	OPEN PO FOR THE SY 2022-2023 A	2,926.39
6201	14932855	SCHOOLMINT INC.	9/8/2022	OPEN PO FOR THE SY 2022-2023	7,400.00
6201	14932858	XEROX FINANCIAL SERVICES, LLC	9/8/2022	LEASE PAYMENT	2,940.78
6201	14933798	LAKESIDE UNION SCHOOL DISTRICT	9/12/2022	REVOLVING CASH	795.50
6201	14934878	BLICK ART MATERIALS	9/15/2022	OPEN PO FOR THE SY 2022-2023 A	61.12
6201	14934879	CALIFORNIA COAST CREDIT UNION	9/15/2022	RVCS CREDIT CARD	8,736.85
6201	14934882	DEL LAGO ACADEMY HIGH SCHOOL	9/15/2022	GVB 2022 DLA VOLLEYBALL TOURNA	425.00
6201	14934894	COUNTY OF SAN DIEGO	9/15/2022	RVCS SEWER	4,332.35
6201	14936267	HOME DEPOT CREDIT SERVICES	9/19/2022	SUPPLIES	1,455.69
6201	14936271	LAKESIDE WATER DISTRICT	9/19/2022	MONTHLY WATER CHARGES	100.69
6201	14936277	SAN DIEGO GAS & ELECTRIC	9/19/2022	MONTHLY UTILITIES	3,905.10
6201	14937244	BLICK ART MATERIALS	9/22/2022	OPEN PO FOR THE SY 2022-2023 A	102.62
6201	14937260	PRESTWICK HOUSE, INC.	9/22/2022	OPEN PURCHASE ORDER FOR THE SY	1,519.05
6201	14937270	XEROX FINANCIAL SERVICES, LLC	9/22/2022	LEASE PAYMENT 7/21-8/20	1,470.39
6201	14939673	BRIGHAM YOUNG UNIVERSITY	9/29/2022	SY 2022-2023 (HSS ENROLLMENT)	75.00
6201	14939679	COX COMMUNICATIONS	9/29/2022	RVCS/6201	990.00
6201 TOTAL				RIVER VALLEY CHARTER	45,039.81
				GRAND TOTAL	1,814,175.14

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: OCTOBER 13, 2022

Agenda Item:

REVOLVING CASH FUND REGISTER

Background (Describe purpose/rationale of the agenda item):

LISTING OF ALL TRANSACTIONS (REIMBURSEMENTS, MILEAGE EXPENSES ETC) FOR THE MONTH PRIOR TO BOARD MEETING

Fiscal Impact (Cost):

\$24,226.74

Funding Source:

GENERAL FUND, DONATION ACCOUNTS, ETC.

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

Recommended Action:

☐ **Informational**

☐ **Denial/Rejection**

☐ **Discussion**

☐ **Ratification**

☒ **Approval**

☐ **Explanation:** [Click here to enter text.](#)

☐ **Adoption**

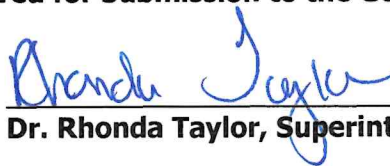
Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

LAKESIDE UNION SCHOOL DISTRICT
RCF 2223-004 THRU RCF 2223-005

Date	Ck #	Name	Memo/Description	Check Amount
3/7/2022	39618	Felicia Scott	Overage Check	(25.07)
7/7/2022	-	Student Body Ck#12328	Overage warrant 5/28/21	40.00
8/8/2022	39858	Amanda Griser	Duplicate Refund in RCF	(29.50)
8/8/2022	39865	CHARLOTTE WILSON	SHIPPING CHG - Correction - in PS was 7.62, S/B 7.64 - RCF 2223-0002	0.02
8/29/2022	39907	Tammera Smith	REIMBURSEMENT FOR CONFERENCE	364.60
8/29/2022	39908	JACKIE ELIAS	REFUND LEAPP OVERPAYMENT	68.00
8/29/2022	39909	MICHELLE BOYLE	REFUND FOR LEAPP	172.00
8/30/2022	39910	Kelly Morrissey	Aug 2022 Payroll Error-VOID	-
8/30/2022	39911	Jacob Waller	Aug 2022 Payroll Error	3,627.84
8/30/2022	39912	Isabel Gurrola	Aug 2022 Payroll Error	1,742.16
8/30/2022	39913	Michelle Bowden	Aug 2022 Payroll Error-VOID	-
8/30/2022	39914	Kelly Morrissey	Aug 2022 Payroll Error	3,173.21
8/30/2022	39915	Michelle Bowden	Aug 2022 Payroll Error	1,624.86
9/6/2022	39916	Guadalupe Adrian Lopez	Check Returned - Closed Account	310.77
9/6/2022	39917	Taylor Schunk	Lost in mail - Wrong Address	110.82
9/7/2022	39918	STEVE RIDDLE	RENTAL OF DEHUMIDIFIER	171.00
9/7/2022	39919	DAVID HARTWIG	COMPUTER TABLE	247.81
9/7/2022	39920	KIM MESSINA	VOID	-
9/7/2022	39921	LISA FARRIS	CLASSROOM SUPPLIES	209.20
9/7/2022	39922	ANDREW CABLE	CLASSROOM SUPPLIES	16.16
9/7/2022	39923	DAVINEE HUDEN	CLASSROOM SUPPLIES	45.35
9/7/2022	39923	DAVINEE HUDEN	Correction - in PS was 45.35, S/B 45.36 - RCF 2223-0004	0.01
9/7/2022	39924	JASON JUSTESON	MUSIC BOOKS AND SUPPLIES	129.24
9/7/2022	39925	AUDREY LENT	SNACK SUPPLIES	55.88
9/7/2022	39926	DAVID HARTWIG	CLASSROOM SUPPLIES	46.90
9/7/2022	39927	GABRIELLE BOJORQUEZ	SCHOOL SUPPLIES	127.45
9/7/2022	39928	TAIRA HOLDEN	CLASSROOM SUPPLIES	96.41
9/7/2022	39929	KRISTEN WILL	CLASSROOM SUPPLIES	105.11
9/7/2022	39930	LESLIE HARDIMAN	MAIL YEARBOOK	21.20
9/7/2022	39931	KIP FRAZER	CLASSROOM SUPPLIES	175.24
9/7/2022	39932	LEAH HOPKINS	CLASSROOM SUPPLIES	376.51
9/7/2022	39933	BETH SANFORD	LAKESHORE LEARNING	49.31
9/7/2022	39934	JESUS OCHOA	SCHOOL SUPPLIES	184.95
9/7/2022	39935	ASHLEIGH WYATT	EL CIRRICULUM	120.99
9/7/2022	39936	MICHAEL BISHOP	SCHOOL SUPPLIES	513.58
9/7/2022	39937	DANIELLE SCHNIEPP	CLASSROOM SUPPLIES	99.01
9/8/2022	39938	JACKIE ELIAS	REFUND LEAPP OVERPAYMENT	136.00
9/8/2022	39939	ASHLEY KELLEY	REFUND LUNCH ACCOUNT	10.00
9/8/2022	39940	PAULETTE HEFLIN	REFUND LUNCH ACCOUNT	50.00
9/8/2022	39941	VIRGINIA LOPEZ	PD CLASS SUPPLIES	63.79
9/8/2022	39942	ROBYN BOWMAN	LEAPP SUPPLIES	1,361.93
9/8/2022	39943	RICHARD BENZING	PARTS	5.69
9/8/2022	39944	STEVE RIDDLE	RVCS SUPPLIES	510.82
9/8/2022	39945	LUCIA GONZALEZ	SUPPLIES	50.11
9/8/2022	39946	JOHNNY NGUYEN	ART SUPPLIES	120.86
9/8/2022	39947	KRISTIE SUMMERS	TRAINING BREAKFAST	123.96
9/8/2022	39948	MIKE COSSANO	CN SUPPLIES	357.72
9/8/2022	39949	DIANE HUFF	COPIES	107.99
9/8/2022	39950	PATRICIA SMITH	CLASS SUPPLIES	18.80
9/8/2022	39951	Tina Daniels	Aug 2022 Reto Only	179.40
9/15/2022	39952	Ariel Lyn Triunfel	Aug Payroll calculated	1,359.28
9/15/2022	39953	Adriana Ortega	Feb Payroll Overage	55.41
9/23/2022	39954	Andrew McHugh	Aug Payroll lost in mail	4,204.72
9/23/2022	39955	Maria Ramos de Villa	Aug Payroll lost in mail	1,539.24

\$ 24,226.74

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 13, 2022

Agenda Item:

Ratification of Purchase Orders and Change Orders Listing (September 1, 2022 to September 30, 2022)

Background (Describe purpose/rationale of the agenda item):

The Governing Board must ratify all purchase orders and change orders that have been created pursuant to the authority granted under Education Code 17605 and Board Policy 3300 that authorizes staff to purchase supplies, materials, equipment, and services up to the amounts specified in Public Contract Code 20111. In addition, the Governing Board should review and ratify all purchase orders and change orders September 1, 2022 to September 30, 2022 is attached.

Fiscal Impact (Cost):

\$844,598.60

Funding Source:

General Fund Total: \$713,146.81, Child Nutrition Total: \$118,897.79, Bond Fund Total: \$12,554.00.

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

Recommended Action:

☐ **Informational**

☐ **Denial/Rejection**

☐ **Discussion**

☒ **Ratification**

☐ **Approval**

☐ **Explanation:** Click here to enter text.

☐ **Adoption**

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

SEPTEMBER 2022 PURCHASE ORDERS

PO No.	Supplier	PO Ref	Fund	Site/Dept	Total
0000008382	GENERATION GENIUS, INC.	LV - GENERATION GENIUS	0100	Lakeview	175.00
0000008383	JUPITER ED, INC.	LMS - JUPITER ED	0100	Lakeside Middle School	2,813.13
0000008385	SAN DIEGO COUNTY OFFICE OF ED	PRINTING FOR BENCHMARK BOOKLET	0100	Education Services	886.20
0000008386	ACHIEVE3000	DREAM ACADEMY 22-23	0100	Education Services	3,857.00
0000008387	SCHOOL SPECIALTY, INC	LV-CHILDCRAFT CUBBY STORAGE	0100	Education Services	638.38
0000008387	SCHOOL SPECIALTY, INC	LV-CHILDCRAFT CUBBY STORAGE	0100	Education Services	106.67
0000008388	COMMITTEE FOR CHILDREN	SCND STEP FEEL CARDS,KIT,LANYA	0100	Education Services	38.79
0000008388	COMMITTEE FOR CHILDREN	SCND STEP FEEL CARDS,KIT,LANYA	0100	Education Services	18.32
0000008388	COMMITTEE FOR CHILDREN	SCND STEP FEEL CARDS,KIT,LANYA	0100	Education Services	31.25
0000008388	COMMITTEE FOR CHILDREN	SCND STEP FEEL CARDS,KIT,LANYA	0100	Education Services	494.57
0000008389	IMAGINE LEARNING, INC.	PROFESSIONAL DEVLMT TDS/LMS	0100	Education Services	7,000.00
0000008391	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	M&O / TRANS COPIES & LEASE	0100	Maintenance & Operations	870.00
0000008391	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	M&O / TRANS COPIES & LEASE	0100	Maintenance & Operations	360.00
0000008391	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	M&O / TRANS COPIES & LEASE	0100	Transportation	435.00
0000008391	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	M&O / TRANS COPIES & LEASE	0100	Transportation	125.00
0000008391	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	M&O / TRANS COPIES & LEASE	0100	Transportation	435.00
0000008391	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	M&O / TRANS COPIES & LEASE	0100	Transportation	125.00
0000008392	JAMES S HUGE	CONSULTING	0100	Superintendent	3,750.00
0000008392	JAMES S HUGE	CONSULTING	0100	Superintendent	1,179.42
0000008393	JAMES S HUGE	COACHING	0100	Superintendent	2,000.00
0000008395	STARFALL EDUCATION	SCHOOL MEMBERSHIP	0100	Lindo Park	355.00
0000008396	CALIFORNIA QUALITY PLASTICS	MALCOLITE	0100	Maintenance & Operations	5,387.50
0000008397	AMAZON CAPITAL SERVICES, INC.	PSYCH PRINTER	0100	Special Education	420.21
0000008397	AMAZON CAPITAL SERVICES, INC.	PSYCH PRINTER	0100	Special Education	420.21
0000008398	AMAZON CAPITAL SERVICES, INC.	GROWTHPIC TODDLER TOILET SEAT	0100	Special Education	64.64
0000008400	SCHOOL SERVICES OF CA, INC	LCAP-ACCOUNTABILITY TO COMPLIA	0100	Business Services	275.00
0000008401	CI SOLUTIONS	PRIMACY SIMPLEX EXPERT FIRE RE	0100	Transportation	978.00
0000008401	CI SOLUTIONS	PRIMACY SIMPLEX EXPERT FIRE RE	0100	Transportation	17.25
0000008401	CI SOLUTIONS	PRIMACY SIMPLEX EXPERT FIRE RE	0100	Transportation	978.00
0000008401	CI SOLUTIONS	PRIMACY SIMPLEX EXPERT FIRE RE	0100	Transportation	17.25
0000008402	SAN DIEGO COUNTY OFFICE OF ED	CRITICAL ISSUES CONFERENCE - O	0100	Special Education	159.00
0000008404	JAMES S HUGE	CONSULTING	0100	Superintendent	3,750.00
0000008404	JAMES S HUGE	CONSULTING	0100	Superintendent	1,470.21
0000008406	SPECIALIZED EDUCATION OF CALIFORNIA, INC	Sierra Academy 2022-23	0100	Special Education	12,026.00
0000008406	SPECIALIZED EDUCATION OF CALIFORNIA, INC	Sierra Academy 2022-23	0100	Special Education	23,955.00
0000008406	SPECIALIZED EDUCATION OF CALIFORNIA, INC	Sierra Academy 2022-23	0100	Special Education	25,000.00
0000008407	DEPT OF INDUSTRIAL RELATIONS	DIR PENALTY FOR NON-COMPLIANCE	0100	Maintenance & Operations	2,700.00
0000008410	UNITED TRANSMISSION EXCHANGE	2022/23 Trans	0100	Transportation	3,000.00
0000008410	UNITED TRANSMISSION EXCHANGE	2022/23 Trans	0100	Transportation	3,000.00
0000008411	CRISP ENTERPRISES INC	PLANNERS	0100	Lakeside Middle School	2,586.00

0000008412	CRISP ENTERPRISES INC	OPEN PO NTE 3000	0100	Lakeside Middle School	3,232.50
0000008413	MUSIC THEATRE INTERNATIONAL	ARISTOCATS KIDS	0100	Lakeside Middle School	635.73
0000008413	MUSIC THEATRE INTERNATIONAL	ARISTOCATS KIDS	0100	Lakeside Middle School	797.35
0000008414	OFFICE DEPOT, INC.	LC OFFICE DEPOT	0100	Lemon Crest	538.75
0000008415	NCS PEARSON, INC	PEARSON INVOICE 19307130 - ONL	0100	Special Education	32.56
0000008416	NO TEARS LEARNING INC.	NO TEARS LEARNING	0100	Education Services	373.89
0000008419	MGT OF AMERICA, LLC	Reclassification Study	0100	Human Resources	1,870.00
0000008420	THE PRINT BUTTON	OFFICE STAFF BUSINESS CARDS	0100	Tierra Del Sol	196.00
0000008421	COMMITTEE FOR CHILDREN	22/23 Second Step Subscription	0100	Pupil Services	3,199.00
0000008421	COMMITTEE FOR CHILDREN	22/23 Second Step Subscription	0100	Pupil Services	58.00
0000008422	DATTEL SYSTEMS INCORPORATED	VSPHERE ACAD BSC SNS PN#VCS7-S	0100	Technology	2,053.00
0000008423	WILKINSON HADLEY KING & CO LLP	AUDIT EXPENSE BLANKET PO	0100	Business Services	19,100.00
0000008424	CALIFORNIA IT IN EDUCATION	2022 CONFERENCE REGISTRATION:	0100	Technology	1,000.00
0000008425	DAVE BANG ASSOCIATES INC OF CA	LV (FIRE TRUCK) - PLAYWORLD #Z	0100	Maintenance & Operations	1,066.73
0000008425	DAVE BANG ASSOCIATES INC OF CA	LV (FIRE TRUCK) - PLAYWORLD #Z	0100	Maintenance & Operations	295.24
0000008426	SAN DIEGO COUNTY OFFICE OF ED	SEEKING OUT SUCCESS (SOS) FOR	0100	Riverview	450.00
0000008428	THERAPY TRAVELERS, LLC.	Speech Language Path 2022-23	0100	Special Education	118,440.00
0000008429	CROSS COUNTRY STAFFING, INC	Speech Language Path 2022-23	0100	Special Education	122,400.00
0000008430	PROFESSIONAL TUTORS OF AMERICA, INC.	Compensatory Services 1/13/22	0100	Special Education	337.50
0000008430	PROFESSIONAL TUTORS OF AMERICA, INC.	Compensatory Services 1/13/22	0100	Special Education	4,702.50
0000008431	CALIF. ASSOC. FUTURE FARMERS OF AMERICA	LEADERSHIP PACKETS, CONF, REG	0100	Lakeside Middle School	150.00
0000008431	CALIF. ASSOC. FUTURE FARMERS OF AMERICA	LEADERSHIP PACKETS, CONF, REG	0100	Lakeside Middle School	225.00
0000008431	CALIF. ASSOC. FUTURE FARMERS OF AMERICA	LEADERSHIP PACKETS, CONF, REG	0100	Lakeside Middle School	1,100.00
0000008431	CALIF. ASSOC. FUTURE FARMERS OF AMERICA	LEADERSHIP PACKETS, CONF, REG	0100	Lakeside Middle School	2,925.00
0000008432	SCHOOL PRIDE LTD	Printed Mesh Banner for lunch	0100	Lakeside Farms	295.00
0000008432	SCHOOL PRIDE LTD	Printed Mesh Banner for lunch	0100	Lakeside Farms	1,225.00
0000008433	TURF STAR	TURF STAR 22/23	0100	Maintenance & Operations	1,616.25
0000008434	LEARNING A-Z	22/23 RAZ KIDS 1 YR SUBSCRIPTI	0100	Riverview	5,436.36
0000008435	LAMAR TEXAS LIMITED PARTNERSHIP	BILLBOARD	0100	Superintendent	3,850.00
0000008435	LAMAR TEXAS LIMITED PARTNERSHIP	BILLBOARD	0100	Superintendent	1,176.00
0000008436	NEW MANAGEMENT, INC.	LOCK BLOKS & BUMPERS	0100	Maintenance & Operations	788.73
0000008437	STANDARD ELECTRONICS	Standard Electronics - TdS	0100	Maintenance & Operations	260.00
0000008441	ALLIANCE FOR AFRICAN ASSISTANCE	Translation Services 2022-23	0100	Special Education	15,000.00
0000008443	AMAZON CAPITAL SERVICES, INC.	LP - TK SUPPLIES	0100	Education Services	250.97
0000008444	TIMEKETTLE	WT2 EDGE TRANSLATOR EARBUDS ON	0100	Tierra Del Sol	-473.28
0000008444	TIMEKETTLE	WT2 EDGE TRANSLATOR EARBUDS ON	0100	Tierra Del Sol	23.29
0000008444	TIMEKETTLE	WT2 EDGE TRANSLATOR EARBUDS ON	0100	Tierra Del Sol	2,999.90
0000008445	COMMITTEE FOR CHILDREN	2ND STEP	0100	Education Services	494.57
0000008445	COMMITTEE FOR CHILDREN	2ND STEP	0100	Education Services	18.32
0000008445	COMMITTEE FOR CHILDREN	2ND STEP	0100	Education Services	38.79
0000008446	E3 DIAGNOSTICS, INC	CALIBRATION FOR AUDIOMETERS	0100	Health Services	155.00
0000008446	E3 DIAGNOSTICS, INC	CALIBRATION FOR AUDIOMETERS	0100	Health Services	160.00
0000008446	E3 DIAGNOSTICS, INC	CALIBRATION FOR AUDIOMETERS	0100	Health Services	155.00

0000008446	E3 DIAGNOSTICS, INC	CALIBRATION FOR AUDIOMETERS	0100	Health Services	145.00
0000008447	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	DO COPIES & LEASE CHARGES 22/2	0100	Health Services	100.00
0000008447	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	DO COPIES & LEASE CHARGES 22/2	0100	Health Services	138.75
0000008447	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	DO COPIES & LEASE CHARGES 22/2	0100	Superintendent	800.00
0000008447	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	DO COPIES & LEASE CHARGES 22/2	0100	Education Services	750.00
0000008447	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	DO COPIES & LEASE CHARGES 22/2	0100	Special Education	800.00
0000008447	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	DO COPIES & LEASE CHARGES 22/2	0100	Human Resources	300.00
0000008447	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	DO COPIES & LEASE CHARGES 22/2	0100	Business Services	750.00
0000008447	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	DO COPIES & LEASE CHARGES 22/2	0100	Technology	200.00
0000008447	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	DO COPIES & LEASE CHARGES 22/2	0100	Superintendent	2,775.00
0000008447	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	DO COPIES & LEASE CHARGES 22/2	0100	Education Services	555.00
0000008447	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	DO COPIES & LEASE CHARGES 22/2	0100	Special Education	1,000.00
0000008447	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	DO COPIES & LEASE CHARGES 22/2	0100	Human Resources	388.50
0000008447	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	DO COPIES & LEASE CHARGES 22/2	0100	Business Services	721.50
0000008447	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	DO COPIES & LEASE CHARGES 22/2	0100	Technology	177.50
0000008447	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	DO COPIES & LEASE CHARGES 22/2	0100	Pupil Services	200.00
0000008447	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	DO COPIES & LEASE CHARGES 22/2	0100	Pupil Services	277.50
0000008448	AZUMA TECH SYSTEMS INC.	CONTRACT #V2023-045	0100	Maintenance & Operations	9,500.00
0000008450	CURRIER & HUDSON	HR 2022/23	0100	Human Resources	20,000.00
0000008451	ATKINSON, ANDELSON, LOYA, RUUD AND ROMO	PROFESSIONAL SERVICES	0100	Business Services	20,000.00
0000008452	PRO-ED	EXAMINER RECORD & GROSS MOTOR	0100	Special Education	62.93
0000008452	PRO-ED	EXAMINER RECORD & GROSS MOTOR	0100	Special Education	280.15
0000008452	PRO-ED	EXAMINER RECORD & GROSS MOTOR	0100	Special Education	349.11
0000008453	N2Y, INC/UNIQUE LEARNING SYS.	UNIQUE LEARNING STSYEMS - ADD	0100	Special Education	495.00
0000008453	N2Y, INC/UNIQUE LEARNING SYS.	UNIQUE LEARNING STSYEMS - ADD	0100	Special Education	1,354.60
0000008454	MATT UPTON SPEAKING OF SUCCESS	MATT UPTON SPEAKING OF SUCCESS	0100	Child Nutrition	2,900.00
0000008455	LAKESHORE LEARNING MATERIALS	Lakeshore Sept 22	0100	Lemon Crest	226.24
0000008455	LAKESHORE LEARNING MATERIALS	Lakeshore Sept 22	0100	Lemon Crest	75.41
0000008456	SCHOOL SERVICES OF CA, INC	CADIE & SABRE REPORT	0100	Business Services	484.88
0000008456	SCHOOL SERVICES OF CA, INC	CADIE & SABRE REPORT	0100	Business Services	377.13
0000008457	CENGAGE LEARNING	INSIDE THE USA PRACTICE BOOK	0100	Tierra Del Sol	139.41
0000008457	CENGAGE LEARNING	INSIDE THE USA PRACTICE BOOK	0100	Tierra Del Sol	1,394.02
0000008458	DINN BROS.	AWARDS	0100	Lakeside Middle School	238.13
0000008459	FOLLETT SCHOOL SOLUTIONS	GLEN 2006 MEDIEVAL AND EARLY M	0100	Education Services	6,712.12
0000008460	ELEVATOR PROFESSIONALS INC.	CONTRACT # V2023-047 - 1 YEAR	0100	Maintenance & Operations	2,000.00
0000008462	BLICK ART MATERIALS	PRINCETON REAL VALUE BRUSH SET-	0100	Tierra Del Sol	54.79
0000008462	BLICK ART MATERIALS	PRINCETON REAL VALUE BRUSH SET-	0100	Tierra Del Sol	471.30
0000008462	BLICK ART MATERIALS	PRINCETON REAL VALUE BRUSH SET-	0100	Tierra Del Sol	426.69
0000008462	BLICK ART MATERIALS	PRINCETON REAL VALUE BRUSH SET-	0100	Tierra Del Sol	32.33
0000008463	CALIFORNIA ENVIRONMENTAL SOLUTIONS, INC	ANNUAL OPACITY GEN/SPED BUSES	0100	Transportation	6,825.00
0000008463	CALIFORNIA ENVIRONMENTAL SOLUTIONS, INC	ANNUAL OPACITY GEN/SPED BUSES	0100	Transportation	750.00
0000008464	SCHOLASTIC INC	ACTION / SCOPE/ NEWS /SCIENCE	0100	Lakeside Middle School	230.89
0000008464	SCHOLASTIC INC	ACTION / SCOPE/ NEWS /SCIENCE	0100	Lakeside Middle School	198.56

0000008465	PAR, INC.	10915-TM FAR PROFESSIONAL MAN	0100	Psychology Services	140.00
0000008465	PAR, INC.	10915-TM FAR PROFESSIONAL MAN	0100	Psychology Services	15.09
0000008466	MANDARIN MATRIX INC	DLI PRO BU RDR ED II FOUNDATIO	0100	Winter Gardens	480.00
0000008466	MANDARIN MATRIX INC	DLI PRO BU RDR ED II FOUNDATIO	0100	Winter Gardens	480.00
0000008466	MANDARIN MATRIX INC	DLI PRO BU RDR ED II FOUNDATIO	0100	Winter Gardens	192.00
0000008467	ACADEMIC THERAPY PUBLICATIONS, INC	8474-5 TEST OF AUDITORY PROCES	0100	Psychology Services	176.71
0000008467	ACADEMIC THERAPY PUBLICATIONS, INC	8474-5 TEST OF AUDITORY PROCES	0100	Psychology Services	17.67
0000008470	LEARNING PLUS ASSOCIATES	PREMIUM & INTERVENTION BUNDLE - 3RD	0100	Riverview	484.88
0000008470	LEARNING PLUS ASSOCIATES	PREMIUM & INTERVENTION BUNDLE - 3RD	0100	Riverview	484.88
0000008470	LEARNING PLUS ASSOCIATES	PREMIUM & INTERVENTION BUNDLE - 4TH	0100	Riverview	484.88
0000008470	LEARNING PLUS ASSOCIATES	PREMIUM & INTERVENTION BUNDLE - 4TH	0100	Riverview	484.88
0000008470	LEARNING PLUS ASSOCIATES	PREMIUM & INTERVENTION BUNDLE - 5TH	0100	Riverview	484.88
0000008470	LEARNING PLUS ASSOCIATES	PREMIUM & INTERVENTION BUNDLE - 5TH	0100	Riverview	484.88
0000008470	LEARNING PLUS ASSOCIATES	SHIPPING	0100	Riverview	189.00
0000008471	NEARPOD INC.	NEARPOD PREMIUM PLUS - SCHOOL	0100	Riverview	4,500.00
0000008472	NCS PEARSON, INC	WISC-V SPANISH RECORD FORMS Q	0100	Psychology Services	31.92
0000008472	NCS PEARSON, INC	WISC-V SPANISH RECORD FORMS Q	0100	Psychology Services	316.79
0000008472	NCS PEARSON, INC	WISC-V SPANISH RECORD FORMS Q	0100	Psychology Services	215.07
0000008473	CRISP ENTERPRISES, INC./CRISP IMAGING	PRINTING SVC-CURRICULUM SUPPOR	0100	Flex School	2,500.00
0000008474	APPLE INC.	SPED Apps 2022-23	0100	Special Education	5,000.00
0000008478	NEW DIRECTIONS SOLUTIONS, LLC	Speech Language Path 2022-23	0100	Special Education	125,000.00
0000008479	STARFALL EDUCATION	2022/23 DREAM CLASS MEMBERSHIP	0100	Flex School	210.11
0000008480	CAJON VALLEY UNION SCHOOL DISTRICT	2021-22 SELPA Student Transfer	0100	Special Education	31,661.18
7012	DAVE BANG ASSOCIATES INC OF CA	PLAYWORLD #BPL1150ORN CLIMBER	0100	Maintenance & Operations	440.00
7012	DAVE BANG ASSOCIATES INC OF CA	PLAYWORLD #BPL1150ORN CLIMBER	0100	Maintenance & Operations	1,795.68
7029	J TAYLOR EDUCATION, INC.	Depth/Complex Icon Cards	0100	Riverview	224.12
7029	J TAYLOR EDUCATION, INC.	Depth/Complex Icon Cards	0100	Riverview	494.57
7034	LITERACY RESOURCES, LLC	LV - LITERACY RESOURCES	0100	Lakeview	191.80
7035	ASCAP	MUSIC SUBSCRIPTION	0100	Lakeside Middle School	352.72
7088	CORODATA SHREDDING, INC.	Corodata DO Shred July	0100	Business Services	234.00
7088	CORODATA SHREDDING, INC.	Corodata DO Shred July	0100	Business Services	6.87
					\$ 693,978.67
0000008417	ECOLAB FOOD SAFETY SPECIALTIES	ECOLAB-THERMOMETER	1300	Child Nutrition	33.29
0000008440	BERNARD FOOD INDUSTRIES, INC.	SOUP BASE, TACO & CHILI SEASON	1300	Child Nutrition	223.17
0000008440	BERNARD FOOD INDUSTRIES, INC.	SOUP BASE, TACO & CHILI SEASON	1300	Child Nutrition	538.92
0000008440	BERNARD FOOD INDUSTRIES, INC.	SOUP BASE, TACO & CHILI SEASON	1300	Child Nutrition	160.33
0000008447	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	DO COPIES & LEASE CHARGES 22/2	1300	Child Nutrition	100.00
0000008447	KYOCERA DOCUMENT SOLUTIONS WEST, LLC	DO COPIES & LEASE CHARGES 22/2	1300	Child Nutrition	138.75
0000008468	LOEWY ENTERPRISES/SUNRISE PRODUCE CO	CN 2022/23	1300	Child Nutrition	60,000.00
0000008469	GOLD STAR FOODS INC	CN 2022/23	1300	Child Nutrition	43,100.00
0000008475	4IMPRINT, INC.	POLO'S FOR STAFF	1300	Child Nutrition	75.42

0000008475	4IMPRINT, INC.	POLO'S FOR STAFF	1300	Child Nutrition	28.76
0000008475	4IMPRINT, INC.	POLO'S FOR STAFF	1300	Child Nutrition	534.66
0000008476	DSHDD, LLC dba DAVIS FARMS	Davis Farms Persimmons Nov 7	1300	Child Nutrition	1,107.02
0000008477	DSHDD, LLC dba DAVIS FARMS	Persimmons Nov 28	1300	Child Nutrition	1,107.02
7097	GOLD STAR FOODS INC	CORN, PEACHES, TOMATOES, PEARS	1300	Child Nutrition	2,398.52
7097	GOLD STAR FOODS INC	CORN, PEACHES, TOMATOES, PEARS	1300	Child Nutrition	1,731.59
7097	GOLD STAR FOODS INC	CORN, PEACHES, TOMATOES, PEARS	1300	Child Nutrition	2,724.95
7097	GOLD STAR FOODS INC	CORN, PEACHES, TOMATOES, PEARS	1300	Child Nutrition	2,725.56
7097	GOLD STAR FOODS INC	CORN, PEACHES, TOMATOES, PEARS	1300	Child Nutrition	2,169.83
					\$ 118,897.79
0000008381	MGT OF AMERICA, LLC	FACILITIES SUPPORT	2139	Business Services	6,600.00
0000008405	ESR CONSTRUCTION INC.	TDS GYM C/O #3	2139	Business Services	12,082.00
0000008439	QUALITY CONTROL CONSULTANTS, INC.	August IOR Services	2139	Business Services	472.00
					\$ 12,554.00
					TOTAL PURCHASE ORDERS \$ 825,430.46
					TOTAL (01) GENERAL FUND PO's 693,978.67
					TOTAL (13) GENERAL FUND PO's 118,897.79
					TOTAL (21) GENERAL FUND PO's 12,554.00

SEPTEMBER 2022 CHANGE ORDERS

PO No.	Supplier	PO Ref	Fund	Site/Dept	Total
0000007057	OFFICE DEPOT, INC.	Office Depot c/o	0100	Maintenance & Operations	1,000.00
0000007069	EL CAJON FORD	El Cajon Ford - Maint c/o	0100	Maintenance & Operations	2,000.00
0000007081	SOUTHWEST SCHOOL & OFFICE SUPPLY	TDS - Southwest	0100	Tierra Del Sol	5,000.00
0000007092	CAL PACIFIC TRUCK CENTER, LLC	Cal Pacific c/o	0100	Transportation	10,000.00
0000007108	NAN HAI (USA) CO., INC/ICHINESEEDU	C/O PO 8197	0100	Education Services	1,168.14
					\$ 19,168.14
TOTAL CHANGE ORDERS					\$ 19,168.14
TOTAL (01) GENERAL FUND CO's					19,168.14

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 13, 2022

Agenda Item:

Ratification of P Card expenditure transactions for the month of Aug 2022.

Background (Describe purpose/rationale of the agenda item):

It is recommended that The Governing Board approve/ratify expenditure transactions charged to District P Cards for the month of Aug 2022.

Fiscal Impact (Cost):

\$16,455.86

Funding Source:

General Fund Total: \$13,018.97, Child Development Fund Total: \$2,638.69, Child Nutrition: \$798.20,

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

Recommended Action:

☐ **Informational**

☐ **Discussion**

☒ **Approval**

☐ **Adoption**

☐ **Denial/Rejection**

☒ **Ratification**

☐ **Explanation:** [Click here to enter text.](#)

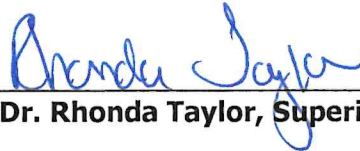
Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

AUG 2022 MISSION FEDERAL P-CARD LEDGER

ACCT NAME	POST DATE	AMT	MERCHANT NAME	FUND	RES	GOAL	FUNC	OBJ	SITE	OPR	FIN. EXPENSE DESCRIPTION
BEISIGL,BRIAN	08/04/2022	\$ 317.46	AMAZON WEB SERVICES	0100	0000000	0000	7700	5800000	189	730	CLOUD STORAGE
BOWMAN,ROBYN	08/18/2022	\$ 62.75	HOBBY-LOBBY #658	1200	6105000	0001	1000	4300000	376	205	MISC PROGRAM SUPPLIES (CRAFT ITEMS AND DECORATIONS)
BOWMAN,ROBYN	08/14/2022	\$ 71.42	WAL-MART #1917	1200	6105000	0001	1000	4300000	376	205	MISC CLASS SUPPLIES, PAPER GOODS, GLUE, DECORATIONS, PLASTIC WARE...
BOWMAN,ROBYN	08/12/2022	\$ 95.87	CORODATA SHREDDING INC	1200	6105000	0001	1000	5800000	376	205	PROGRAM SHREDDING SERVICE
BOWMAN,ROBYN	08/11/2022	\$ 968.00	COMMUNITY CARE LICENSI	1200	9010200	0001	1000	5800000	082	205	ANNUAL STATE LICENSING FOR MARILLA LEAPP PRESCHOOL PROGRAM
BOWMAN,ROBYN	08/11/2022	\$ 242.00	COMMUNITY CARE LICENSI	1200	6105000	0001	1000	5800000	376	205	STATE PRESCHOOL ANNUAL LICENSING FEE
BOWMAN,ROBYN	08/07/2022	\$ 10.98	ALBERTSONS #0738	1200	6105000	0001	1000	4300000	376	205	MILK AND WATERMELON FOR SNACKS
BOWMAN,ROBYN	08/07/2022	\$ 41.43	HOBBY-LOBBY #658	1200	6105000	0001	1000	4300000	376	205	MISC PROGRAM DECORATION AND SUPPLIES
CLARK,DANIELLE	08/30/2022	\$ 199.00	PAYPAL *AALRR	0100	6536000	5001	2700	5200010	189	640	AALRR TRAINING FOR ALEJANDRA GARCIA
COX,GRACE	08/25/2022	\$ 16.64	JIFFYSHIRTS.COM US L.P	0100	1100000	0000	2700	4300000	384	190	(1) STAFF SPIRIT SHIRT
COX,GRACE	08/24/2022	\$ 149.00	SMORE.COM	0100	1100000	1110	1000	5800092	384	190	NEWSLETTER SOFTWARE LICENSE FEE
COX,GRACE	08/23/2022	\$ 11.66	JIFFYSHIRTS.COM US L.P	0100	1100000	0000	2700	4300000	384	190	(1) STAFF SPIRIT SHIRT
COX,GRACE	08/14/2022	\$ 620.12	OFFICE DEPOT #5125	0100	1100000	1110	1000	4300000	384	190	48 PRIMARY COMPOSITION BOOKS
COX,GRACE	08/14/2022	\$ 150.70	OFFICE DEPOT #2175	0100	1100000	1110	1000	4300000	384	190	14 PACKS ERASERS - TEACHER REQUEST THESE SPECIFIC
DAVIS,LISA	08/17/2022	\$ 564.65	EXP SANTEE BRANCH 2015	0100	8150000	0000	0000	9510001	189	710	MAINTENANCE: EXPRESS PIPE AND SUPPLY PAYMENT
DEROSIER,LISA A	08/24/2022	\$ 162.40	AMERICANFLAGSCOM	0100	0000000	0000	7200	0430000	189	610	AMERICAN AND CALIFORNIA FLAG FOR DISTRICT OFFICE FLAGPOLE
DEROSIER,LISA A	08/19/2022	\$ 155.78	PRILLA'S FLOWER BOUTIQ	0100	0000000	0000	7200	4300000	189	610	FLOWERS FOR ALL THE SITES ON THE 1ST DAY OF SCHOOL
DEROSIER,LISA A	08/14/2022	\$ 695.00	CSBA.ORG	0100	0000000	0000	7100	5200000	189	610	CSBA ANNUAL CONFERENCE - D WHISMAN
DEROSIER,LISA A	08/12/2022	\$ 117.21	PANERA BREAD #204874 O	0100	0000000	0000	7100	4300000	189	610	LUNCH FOR BOARD MEMBER RETREAT
DEROSIER,LISA A	08/11/2022	\$ 316.73	GREEK CHICKEN	0100	0000000	0000	7200	4300000	189	610	LUNCH FOR MANAGEMENT TEAM RETREAT
DEROSIER,LISA A	08/10/2022	\$ 112.90	MARY'S DONUTS	0100	0000000	0000	7200	4300000	189	610	BREAKFAST SANDWICHES/DONUTS FOR PRINCIPALS RETREAT
DEROSIER,LISA A	08/09/2022	\$ 167.02	WWW.THINGSREMEMBERED.C	0100	0000000	0000	7200	4300000	189	610	40 YEAR GIFT FOR DAVID HARTWIG
DEROSIER,LISA A	08/07/2022	\$ 208.57	PANERA BREAD #204874 O	0100	0000000	0000	7200	4300000	189	650	LUNCH FOR COORDINATOR INTERVIEW
FERNANDEZ,PATRICIA E	08/30/2022	\$ 94.35	TARGET 00014852	0100	3010000	1110	1000	4300000	179	630	SUPPLIES
GREEN,TESSA	08/14/2022	\$ 188.56	TARGET 00014852	0100	9010601	1110	1000	0000000	376	170	CRAYONS
GREEN,TESSA	08/14/2022	\$ 59.26	TARGET 00014852	0100	9010601	1110	1000	0000000	376	170	CRAYONS
HARDIMAN,LESLIE	08/21/2022	\$ 53.34	WAL-MART #2253	0100	1100000	1110	1000	4300000	47	270	SCHOOL SUPPLIES
HARDIMAN,LESLIE	08/21/2022	\$ 178.86	TARGET 00014852	0100	1100000	1110	1000	4300000	47	270	SCHOOL SUPPLIES
HARDIMAN,LESLIE	08/21/2022	\$ 22.99	TARGET 00003046	0100	1100000	1110	1000	4300000	47	270	SCHOOL SUPPLIES
HARDIMAN,LESLIE	08/21/2022	\$ 158.93	TARGET 00014852	0100	1100000	1110	1000	4300000	47	270	SCHOOL SUPPLIES
HARDIMAN,LESLIE	08/08/2022	\$ 131.99	WAL-MART #1917	0100	1100000	1110	1000	4300000	47	270	SCHOOL SUPPLIES
HARDIMAN,LESLIE	08/08/2022	\$ 120.68	TARGET 00014852	0100	1100000	1110	1000	4300000	47	270	SCHOOL SUPPLIES
HARDIMAN,LESLIE	08/07/2022	\$ 99.00	PAYPAL *PPPCOMPANYL	0100	1100000	1110	1000	4300000	47	270	SCHOOL SUPPLIES
MULL,STEVE	08/22/2022	\$ 918.75	BLANK SHIRTS, INC.	0100	9010672	1110	1000	4300000	350	250	CHORUS SHIRTS
MULL,STEVE	08/21/2022	\$ 950.00	PROJECT LEAD THE WAY,	0100	0952000	0100	1110	4300000	350	250	PROJECT LEAD THE WAY CURRICULUM
MULL,STEVE	08/16/2022	\$ 446.26	SCHOOL SAVERS	0100	0952000	0100	1110	4300000	350	250	CLASS SET CALCULATORS
MURPHY,JERRED C	08/23/2022	\$ 15.89	PAYTON HARDWARE	0100	9065000	7110	1000	4300000	92	205	NUTS & BOLTS FOR SIGNS
MURPHY,JERRED C	08/19/2022	\$ 602.66	SAMSCUB #6235	1200	9010200	8500	5000	4300000	781	205	MISC SUMMER CAMP SUPPLIES
MURPHY,JERRED C	08/19/2022	\$ 3.02	PAYTON HARDWARE	0100	9065000	7110	1000	4300000	92	205	NUTS & BOLTS FOR SIGN
MURPHY,JERRED C	08/17/2022	\$ 229.62	DICKEYS BARBECUE PIT	1200	9010200	8500	5000	5800076	781	205	LUNCH FOR MIDDLE SCHOOL CAMPERS ON FIELDTRIP
MURPHY,JERRED C	08/17/2022	\$ 13.96	DICKEYS CA-1000	1200	9010200	8500	5000	5800076	781	205	1 LUNCH FOR FIELDTRIP ACTIVITY FOR MIDDLE SCHOOL CAMPERS
MURPHY,JERRED C	08/17/2022	\$ 50.00	REGAL RANCHO 15 1049	1200	9010200	8500	5000	5800076	781	205	TICKETS FOR MIDDLE SCHOOL FIELDTRIP
MURPHY,JERRED C	08/16/2022	\$ 5.38	PAYTON HARDWARE	0100	9065000	7110	1000	4300000	92	205	FLUSH LEVER FOR TOILET
MURPHY,JERRED C	08/05/2022	\$ 250.00	GET AIR SAN DIEGO LLC	1200	9010200	8500	5000	5800076	781	205	DEPOSIT FOR MIDDLE SCHOOL FIELDTRIP DAY
OWENS,TODD	08/12/2022	\$ 452.52	WWW.COSTCO.COM	0100	8150000	0000	8100	4300000	189	710	CORNHOLE SETS FOR DISTRICT COMPETITION
OWENS,TODD	08/03/2022	\$ 309.60	ROBOTICS TECHNOLOGIES.	0100	0982000	0000	3600	4300000	189	750	WIRELESS DISARM FOR BUS #3
SINATRA,CHRISTINE	08/05/2022	\$ 87.86	WALMART.COM AA	0100	0000000	0000	3120	4300000	189	640	MESH CUBE SHELVING FOR OFFICE, ORGANIZATION
SUMMERS,KRISTIE	08/23/2022	\$ 87.08	SPROUTS	1300	5310000	0000	3700	4700000	189	770	GLUTEN FREE SPECIAL DIETS FOOD
SUMMERS,KRISTIE	08/12/2022	\$ 711.12	COSTCO *DELIVERY 578	1300	9010638	0000	3700	4700000	189	770	GLUTEN FREE SPECIAL DIETS FOOD
TAYLOR,RHONDA L	08/12/2022	\$ 790.00	CSBA.ORG	0100	0000000	0000	7100	5200000	189	610	CSBA ANNUAL CONFERENCE - A HAYES
TAYLOR,RHONDA L	08/12/2022	\$ 695.00	CSBA.ORG	0100	0000000	0000	7100	5200010	189	610	CSBA ANNUAL CONFERENCE - H FERRANTE
TAYLOR,RHONDA L	08/12/2022	\$ 695.00	CSBA.ORG	0100	0000000	0000	7200	5200010	189	610	CSBA ANNUAL CONFERENCE - R TAYLOR
TAYLOR,RHONDA L	08/12/2022	\$ 695.00	CSBA.ORG	0100	0000000	0000	7100	5200000	189	610	CSBA ANNUAL CONFERENCE - L HOFFER MOIR
WINSPEAR,NATALIE	08/14/2022	\$ 695.00	CSBA.ORG	0100	0000000	0000	7200	5200010	189	630	CSBA CONFERENCE - NATALIE
WINSPEAR,NATALIE	08/12/2022	\$ 452.52	WALMART.COM AA	0100	6500000	5760	1110	4300000	189	640	WHITEBOARD - MICHELLE BOWDEN CLASSROOM RM 28 @ LC
WINSPEAR,NATALIE	08/11/2022	\$ 734.37	IN *CONSCIOUS TEACHING	0100	0000000	1110	1000	4300000	189	630	CONSCIOUS CLASSROOM MANAGEMENT BOOK - NEW TEACHER ORIENTATION

16,455.86

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 13, 2022

Agenda Item:

Approval of a new position to the Management Salary Schedule: Transportation Supervisor

Background (Describe purpose/rationale of the agenda item):

Approval is requested of a new position to the Management Salary Schedule: Transportation Supervisor. The position would begin November 1, 2022 at a Range 19 on the Management Salary Schedule. This position is to supervise, schedule, and coordinate the responsibilities of the Transportation Department. If approved, the position will adjust with the 2022-23 salary schedule to the management schedule increase pending approval at the October board meeting.

Fiscal Impact (Cost):

Approximately \$72,181 for remainder of 2022-23

Funding Source:

General Fund

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement ☐ **#2:** Social Emotional ☐ **#3:** Physical Environments

Recommended Action:

☐ **Informational** ☐ **Denial/Rejection**
☐ **Discussion** ☐ **Ratification**
☒ **Approval** ☐ **Explanation:** [Click here to enter text.](#)
☐ **Adoption**

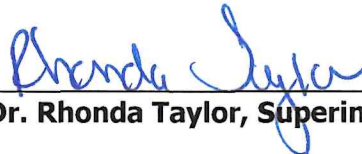
Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

2022-23
LAKESIDE UNION SCHOOL DISTRICT
MANAGEMENT SALARY SCHEDULE
Effective November 1, 2022

CERTIFICATED POSITIONS	Workyear	Group	Range	1	2	3	4	5
Vice Principal	202 days	8	63	91,896	96,029	100,354	104,869	109,590
Program Specialist - Special Education	202 days	8	63	91,896	96,029	100,354	104,869	109,590
School Principal-Middle School	207 days	8	64	111,943	116,681	121,629	126,801	132,212
School Principal	202 days	8	76	105,293	110,030	114,978	120,150	125,559
Coordinator, Education Services	225 days*	8	77	112,482	117,545	122,833	128,361	134,142
Director of Student Support	225 days*	8	78	117,282	122,558	128,070	133,830	139,855
Director of Special Education	225 days*	8	78	117,282	122,558	128,070	133,830	139,855
CLASSIFIED POSITIONS	Workyear	Group	Range	1	2	3	4	5
Transportation Supervisor	12 months	2	19	63,876	66,750	69,754	72,893	76,173
Preschool Manager	12 months	2	21	74,853	77,377	79,756	82,229	84,805
Manager-Extended Student Services	12 months	2	23	81,818	84,927	88,154	91,504	94,981
Manager-Technology Services	12 months	2	25	87,486	90,812	94,264	97,846	101,565
Child Nutrition Director	12 months	2	30	92,999	97,175	101,538	106,097	108,152
Director of Maintenance, Operations and Transportation	12 months	2	31	107,423	111,505	115,742	120,140	124,706
Director of Finance	12 months	2	32	111,320	115,550	119,941	124,498	129,229
Executive Director of Human Resources	12 months	2	36	125,167	130,798	136,680	142,828	149,258

Anniversary Increment: At the beginning of the 10th, 15th, 20th year of Management service within the Lakeside Union School District, 5% of step 5 (or current step) will be added to employees' salary. Classified employees who become Management employees will add half of the Non-management service years to Management service years only for the purpose of beginning longevity increments.

Annual Membership Dues not to exceed \$800 for professional organizations may be paid by the District .

If required, up to eight (8) additional days for School Principals, Vice Principals, Program Specialist, Coordinator, Student Support, and may be approved by the Superintendent. Executive Director of Pupil Services may be required by the Superintendent to receive up to six (6) additional days.

* Net workdays after vacation/holidays

Last Board Approved: 6/16/2022

Negotiated Rate: 2% - 7/1/2021, 1% - 3/1/2022

*New position to be added October 2022

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 13, 2022

Agenda Item:

Approval is requested of the Certificated Salary Schedules for the 2022-23 School Year, effective July 1, 2022

Background (Describe purpose/rationale of the agenda item):

Approval is requested of the following Certificated Salary Schedules tied to the Tentative Agreement voted and approved by Lakeside Teachers Association for the 2022-23 School Year:

- Teacher
- Special Ed Infant
- Preschool Teacher

Fiscal Impact (Cost):

See Collective Bargaining Disclosure

Funding Source:

General Fund and Child Development Fund

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement ☐ **#2:** Social Emotional ☐ **#3:** Physical Environments

Recommended Action:

- | | |
|---|--|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial/Rejection |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input checked="" type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click here to enter text. |
| <input type="checkbox"/> Adoption | |

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

Appendix I

**LAKE SIDE UNION SCHOOL DISTRICT
TEACHER SALARY SCHEDULE
Effective July 1, 2022**

	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F
STEP	<u>BA DEGREE</u>	<u>BA + 15</u>	<u>BA + 30</u>	<u>BA + 45</u>	<u>BA + 60</u>	<u>BA + 75 + MA</u>
1	55,398	55,398	55,398	55,398	55,398	59,235
2	55,398	55,398	55,398	58,433	61,368	63,074
3	55,398	55,398	57,346	60,649	63,924	66,392
4	55,398	55,398	59,716	63,153	66,587	69,887
5	55,398	58,515	62,085	65,658	69,229	72,799
6	55,398	60,745	64,457	68,160	71,865	75,581
7		62,977	66,821	70,660	74,509	78,353
8		65,211	69,189	73,168	77,150	81,127
9			71,555	75,673	79,789	83,905
10			73,920	78,177	82,429	86,679
11				80,679	85,066	89,453
12				83,185	87,706	92,229
13					90,350	95,007
14					92,988	97,786
15					95,629	100,561
Longevity Increments Beginning on:						
17	17th year				98,976	104,081
19	19th year				102,440	107,724
21	21st year				106,026	111,494
23	23rd year				109,736	115,396
25	25th year				113,577	119,436
27	27th year				123,513	123,616

1. An additional stipend of \$775 annually will be paid to those employees who have a Master's Degree.
2. Employees in the following positions will be paid according to their placement on the Teachers' Salary Schedule plus 5%:
(a) Nurse (b) School Counselor (c) Speech Language Pathologist
3. Employees in the following positions will be paid according to their place on the teacher's salary schedule plus 7%:
(a) Psychologists
4. An additional stipend of \$5,150 annually will be paid to Teaching Vice-Principals.

Board Approved:

Negotiated Rate: 7.65% - 7/1/2022, Compressed longevity equivalent to 2.28%

Appendix I

LAKESIDE UNION SCHOOL DISTRICT
SPECIAL ED INFANT TEACHER SALARY SCHEDULE
 Effective July 1, 2022

	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F
STEP	<u>BA DEGREE</u>	<u>BA + 15</u>	<u>BA + 30</u>	<u>BA + 45</u>	<u>BA + 60</u>	<u>BA + 75 + MA</u>
1	61,419	61,419	61,419	61,419	61,419	65,674
2	61,419	61,419	61,419	64,785	68,038	69,929
3	61,419	61,419	63,580	67,241	70,871	73,609
4	61,419	61,419	66,207	70,018	73,824	77,483
5	61,419	64,876	68,834	72,794	76,753	80,712
6	61,419	67,347	71,462	75,568	79,677	83,796
7		69,823	74,084	78,341	82,607	86,869
8		72,300	76,710	81,121	85,534	89,945
9			79,333	83,898	88,462	93,024
10			81,955	86,674	91,388	96,101
11				89,450	94,313	99,176
12				92,227	97,239	102,255
13					100,169	105,333
14					103,095	108,415
15					106,023	111,492
Longevity Increments Beginning on:						
17	17th year				108,951	115,394
19	19th year				111,872	119,433
21	21st year				114,882	123,613
23	23rd year				117,880	127,940
25	25th year				120,886	132,418
27	27th year				124,029	136,938

1. Annual salary is based on 204 work days to be paid over 12 months
2. An additional stipend of \$775 annually will be paid to those employees who have a Master's Degree.
3. Employees in the following positions will be paid according to their placement on the Teachers' Salary Schedule plus 5%:
 (a) Nurse (b) School Counselor (c) Speech Language Pathologist
4. Employees in the following positions will be paid according to their place on the teacher's salary schedule plus 7%:
 (a) Psychologists
5. An additional stipend of \$5,150 annually will be paid to Teaching Vice-Principals.

Board Approved:

Negotiated Rate: 7.65% - 7/1/2022, Compressed longevity equivalent to 2.28%

Appendix I

**LAKESIDE UNION SCHOOL DISTRICT
PRESCHOOL TEACHERS SALARY SCHEDULE
Effective July 1, 2022**

STEP	CLASS A	CLASS B	CLASS C	CLASS D
1	35,170	35,869	36,588	37,319
2	35,869	36,588	37,319	38,064
3	36,588	37,319	38,064	38,825
4	37,319	38,064	38,825	39,599
5	38,064	38,825	39,599	40,390
6	38,825	39,599	40,390	41,202
7		40,390	41,202	42,025
8			42,025	42,817
9				43,673
Longevity Increments Beginning on:				
10	10th year			44,764
14	14th year			45,884
18	18th year			47,031
22	22nd year			48,207
26	26th year			49,412
30	30th year			50,648

Step Placement:

Unit members beginning the first year of teaching shall have their experience evaluated by the district to determine proper step placement. One step for each year of full-time related experience as determined by the district to a maximum of five (5) steps will be granted.

Class Placement:

Unit members shall also have their college transcripts evaluated by the district to determine proper class placement. Class placement shall be determined as follows:

Class A: 24 semester units in Early Childhood Education/Child Development + 16 units in General Education

Class B: AA degree in Early Childhood Education/Child Development

Class C: AA degree in Early Childhood Education/Child Development + 30 additional semester units after receipt of the AA

Class D: BA degree (including 24 ECE/CD units)

An additional stipend of \$412 annually will be paid to those employees who have a Master Teacher Permit.

An additional stipend of \$5,150 annually will be paid to the Site Supervisor.

Anniversary Increment:

Beginning with the 10th year of continuous employment, 2.5% per month will be added to employee's salary. An additional 2.5% of the base salary will be added every four (4) years thereafter.

Board Approved:

Negotiated Rate: 7.65% - 7/1/2022, Compressed longevity from 5 to 4 years

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 13, 2022

Agenda Item:

Approval of the Classified Salary Schedules for the 2022-23 school year, effective July 1, 2022

Background (Describe purpose/rationale of the agenda item):

Approval is requested of the Classified Salary Schedule tied to the Tentative Agreement with CSEA for the 2022-23 school year, effective July 1, 2022.

Fiscal Impact (Cost):

See Collective Bargaining Disclosure

Funding Source:

General Fund, Child Nutrition Fund, Child Development Fund

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement ☐ **#2:** Social Emotional ☐ **#3:** Physical Environments

Recommended Action:

- | | |
|---|--|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial/Rejection |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input checked="" type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click here to enter text. |
| <input type="checkbox"/> Adoption | |

Originating Department/School: Business Services

Submitted/Recommended By:



Lisa Davis, Assistant Superintendent

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

Lakeside Union School District Classified Employees Salary Schedule

Effective July 1, 2022

Monthly Based on 12 Month Full/Time Employment

RNG	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7	
	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR	MONTH	HOUR
8	2,959	17.07	2,999	17.30	3,048	17.59	3,113	17.96	3,151	18.18	3,293	19.00	3,375	19.47
9	2,970	17.13	3,018	17.41	3,068	17.70	3,126	18.03	3,237	18.67	3,375	19.47	3,463	19.98
10	2,989	17.24	3,034	17.51	3,094	17.85	3,154	18.20	3,298	19.03	3,456	19.94	3,535	20.39
11	2,999	17.30	3,046	17.57	3,097	17.87	3,237	18.67	3,375	19.47	3,535	20.39	3,629	20.94
12	3,008	17.36	3,068	17.70	3,159	18.23	3,305	19.07	3,468	20.01	3,625	20.91	3,714	21.43
13	3,018	17.41	3,075	17.74	3,223	18.59	3,356	19.36	3,507	20.23	3,671	21.18	3,758	21.68
14	3,030	17.48	3,151	18.18	3,279	18.91	3,439	19.84	3,583	20.67	3,742	21.59	3,839	22.15
15	3,075	17.74	3,223	18.59	3,356	19.36	3,507	20.23	3,671	21.18	3,824	22.06	3,921	22.62
16	3,151	18.18	3,279	18.91	3,439	19.84	3,583	20.67	3,742	21.59	3,919	22.61	4,016	23.17
17	3,223	18.59	3,356	19.36	3,507	20.23	3,671	21.18	3,824	22.06	3,989	23.01	4,090	23.60
18	3,279	18.91	3,439	19.84	3,583	20.67	3,742	21.59	3,919	22.61	4,084	23.56	4,183	24.13
19	3,356	19.36	3,507	20.23	3,671	21.18	3,824	22.06	3,989	23.01	4,178	24.11	4,287	24.74
20	3,439	19.84	3,583	20.67	3,742	21.59	3,919	22.61	4,084	23.56	4,277	24.68	4,382	25.28
21	3,507	20.23	3,671	21.18	3,824	22.06	3,989	23.01	4,177	24.10	4,370	25.21	4,484	25.87
22	3,583	20.67	3,742	21.59	3,919	22.61	4,084	23.56	4,277	24.68	4,468	25.77	4,585	26.45
23	3,671	21.18	3,824	22.06	3,989	23.01	4,177	24.10	4,370	25.21	4,560	26.31	4,679	26.99
24	3,742	21.59	3,919	22.61	4,084	23.56	4,277	24.68	4,468	25.77	4,674	26.97	4,788	27.62
25	3,824	22.06	3,989	23.01	4,177	24.10	4,370	25.21	4,560	26.31	4,775	27.55	4,897	28.25
26	3,919	22.61	4,084	23.56	4,277	24.68	4,468	25.77	4,674	26.97	4,896	28.25	5,015	28.94
27	3,989	23.01	4,177	24.10	4,370	25.21	4,560	26.31	4,775	27.55	5,006	28.88	5,130	29.60
28	4,084	23.56	4,277	24.68	4,468	25.77	4,674	26.97	4,896	28.25	5,099	29.42	5,234	30.19
29	4,177	24.10	4,370	25.21	4,560	26.31	4,775	27.55	5,006	28.88	5,234	30.19	5,366	30.96
30	4,277	24.68	4,468	25.77	4,674	26.97	4,896	28.25	5,099	29.42	5,332	30.76	5,474	31.58
31	4,370	25.21	4,560	26.31	4,775	27.55	5,006	28.88	5,234	30.19	5,469	31.55	5,599	32.30
32	4,468	25.77	4,674	26.97	4,896	28.25	5,099	29.42	5,332	30.76	5,599	32.30	5,742	33.13
33	4,568	26.36	4,796	27.67	5,021	28.97	5,262	30.36	5,517	31.83	5,792	33.42	5,931	34.22
34	4,681	27.01	4,911	28.33	5,144	29.68	5,401	31.16	5,658	32.64	5,931	34.22	6,086	35.11
35	4,808	27.74	5,027	29.00	5,267	30.39	5,522	31.86	5,799	33.46	6,079	35.07	6,227	35.93
36	4,911	28.33	5,144	29.68	5,401	31.16	5,658	32.64	5,931	34.22	6,211	35.83	6,370	36.75
37	5,027	29.00	5,267	30.39	5,522	31.86	5,799	33.46	6,079	35.07	6,370	36.75	6,529	37.67
38	6,838	39.45	7,089	40.90	7,337	42.33	7,587	43.77	7,838	45.22	8,085	46.64	8,337	48.10

Salary Schedule Footnotes on following page.

Board Approved:

Negotiated Rate: 9.94%-7/1/2022

STEP INCREASES: All bargaining unit members progress one step annually on July 1.

All bargaining unit members hired after December 31, 2019 and with hire dates on January 1 to June 30 shall move to the next step annually on July 1 directly after their corresponding hire date anniversary.

All unit members hired on or after July 1, 2020 with hire dates on July 1 to December 31, shall move to the next step annually on July 1 directly before their corresponding hire date anniversary.

HOURLY RATES: Are determined by dividing the annual salary by 2,080.

DAILY RATES: Are determined by dividing the monthly salary by 21.67.

ANNIVERSARY INCREMENT: Beginning with the 10th year of continuous employment, 5% per month will be added to employees' salary. An additional 5% of the base salary will be added every five years thereafter per Article 10.9 of the contract.

Longevity: The District shall provide additional compensation for longevity as follows:

Bargaining unit employees hired before September 11, 2014, will receive compensation for longevity in accordance with "Anniversary Increment" provision in the Classified Salary Schedule. Bargaining unit employees hired on or after September 11, 2014, will receive compensation for longevity in accordance with "Anniversary Increment" provision in the Classified Salary Schedule except that longevity Anniversary Increments shall cease after the bargaining unit employees' 25th year.

Anniversary increments are aligned to July 1 such that all unit members receive credit for a year of employment annually on July 1.

All bargaining unit members hired after December 31, 2019 and with hire dates on January 1 to June 30 shall receive credit for one year of employment annually on July 1 directly after their corresponding hire date anniversary.

All unit members hired on or after July 1, 2020 with hire dates on July 1 to December 31, shall receive one year's credit annually on July 1 directly before their corresponding hire date anniversary.

The parties agree that seniority shall not be affected by any of the above changes.

DIFFERENTIAL PAY: Employees whose normal work day requires employment after 6:00 p.m. but before 5:00 a.m. shall receive a 2.0% shift differential for each hour regularly scheduled and actually worked during these hours. Custodians shall be eligible for this shift differential beginning at 5:00 p.m.

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 13, 2022

Agenda Item:

Approval of the Confidential, Management and Superintendent Salary Schedules for the 2022-23 school year, effective July 1, 2022.

Background (Describe purpose/rationale of the agenda item):

Approval is requested of the following salary schedules for the 2022-23 School Year, effective July 1, 2022 to reflect a 9.94% on schedule increase:

- Confidential
- Management
- Superintendent

Fiscal Impact (Cost):

Approximate cost of \$381,843

Funding Source:

General, Child Nutrition and Child Development Funds

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

Recommended Action:

☐ **Informational**

☐ **Denial/Rejection**

☐ **Discussion**

☐ **Ratification**

☒ **Approval**

☐ **Explanation:** [Click here to enter text.](#)

☐ **Adoption**

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

LAKESIDE UNION SCHOOL DISTRICT
CONFIDENTIAL EMPLOYEE SALARY SCHEDULE
Effective July 1, 2022

Range	1	2	3	4	5	6	7
29	65,314	68,475	71,073	73,945	76,860	79,877	82,131
28	74,540	77,374	80,313	83,365	86,533	89,820	93,234
33	75,800	79,469	82,566	85,817	89,199	92,698	95,317

Position:

Executive Administrative Assistant, Business	Range 29	
Personnel Specialist	Range 29	(Added 11.1.2014)
Payroll & Benefits Specialist	Range 28	
Executive Assistant	Range 33	

Workyear:

12 months

Vacation:

20 days annually

Anniversary Increment:

Beginning with the 10th year of continuous employment, 5% of step 7 (or current step) will be added to employees' salary.
An additional 5% will be added at the beginning of the 15th and 20th years.

Professional Dues:

Membership dues not to exceed \$350 for one professional organization may be paid by the District.

Stipend:

A confidential stipend of \$200 per month will be paid to the Executive Assistant.

Board Approved:

Negotiated Rate: 9.94% effective 7/1/2022

2022-23
LAKESIDE UNION SCHOOL DISTRICT
MANAGEMENT SALARY SCHEDULE
Effective July 1, 2022

CERTIFICATED POSITIONS	Workyear	Group	Range	1	2	3	4	5
Vice Principal	202 days	8	63	101,030	105,574	110,329	115,293	120,483
Program Specialist - Special Education	202 days	8	63	101,030	105,574	110,329	115,293	120,483
School Principal-Middle School	207 days	8	64	123,070	128,279	133,719	139,405	145,354
School Principal	202 days	8	76	115,759	120,967	126,407	132,093	138,040
Coordinator, Education Services	225 days*	8	77	123,663	129,229	135,043	141,120	147,476
Director of Student Support	225 days*	8	78	128,940	134,740	140,800	147,133	153,757
Director of Special Education	225 days*	8	78	128,940	134,740	140,800	147,133	153,757
CLASSIFIED POSITIONS	Workyear	Group	Range	1	2	3	4	5
Preschool Manager	12 months	2	21	82,293	85,068	87,684	90,403	93,235
Manager-Extended Student Services	12 months	2	23	89,951	93,369	96,917	100,599	104,422
Manager-Technology Services	12 months	2	25	96,182	99,839	103,634	107,572	111,661
Child Nutrition Director	12 months	2	30	102,243	106,834	111,631	116,643	118,902
Director of Maintenance, Operations and Transportation	12 months	2	31	118,101	122,589	127,247	132,082	137,102
Director of Finance	12 months	2	32	122,385	127,036	131,863	136,873	142,074
Executive Director of Human Resources	12 months	2	36	137,609	143,799	150,266	157,025	164,094

Anniversary Increment: At the beginning of the 10th, 15th, 20th year of Management service within the Lakeside Union School District, 5% of step 5 (or current step) will be added to employees' salary. Classified employees who become Management employees will add half of the Non-management service years to Management service years only for the purpose of beginning longevity increments.

Annual Membership Dues not to exceed \$800 for professional organizations may be paid by the District .

If required, up to eight (8) additional days for School Principals, Vice Principals, Program Specialist, Coordinator, Student Support, and may be approved by the Superintendent. Executive Director of Pupil Services may be required by the Superintendent to receive up to six (6) additional days.

* Net workdays after vacation/holidays

Board Approved:

Negotiated Rate: 9.94% effective 7/1/2022

**LAKESIDE UNION SCHOOL DISTRICT
SUPERINTENDENT SALARY SCHEDULE
Effective July 1, 2022**

Position	Work year	Group-Range	1	2	3	4	5
Superintendent	245 days	7-98	231,319				
Assistant Superintendent of Educational Services	245 days	8-81	181,912	185,550	189,263	193,048	196,909
Assistant Superintendent of Business Services	12 months	2-82	181,912	185,550	189,263	193,048	196,909

Superintendent

Length of service: 245 days

Shall receive a two percent (2%) increase to annual salary *in accordance with the employment agreement*

Longevity five percent (5%) increase to annual salary in the sixth (6th) and ninth (9th) years of employment as district Superintendent

Monthly automobile allowance \$500 and expense allowance \$600

Assistant Superintendent of Educational Services

Length of service: 245 days

Longevity 5% increase to annual salary added the eighth (8th), twelfth (12th), and sixteenth (16th) years of district employment

Monthly automobile allowance \$500 and expense allowance \$400

Assistant Superintendent of Business

Length of service: 260 days/12 months

Longevity 5% increase to annual salary added the eighth (8th), twelfth (12th), and sixteenth (16th) years of district employment

Monthly automobile allowance \$500 and expense allowance \$400

Board Approved: _____

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 13, 2022

Agenda Item:

Approval of an MOU between the District and California School Employees Association (CSEA) and its Lakeside Chapter 240 regarding Van Driver.

Background (Describe purpose/rationale of the agenda item):

Approval is requested of an MOU and updated Job Description with CSEA and its Lakeside Chapter 240 to modify the job description and update language. The MOU and job description are attached.

Fiscal Impact (Cost):

None

Funding Source:

N/A

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

Recommended Action:

☐ **Informational**

☐ **Denial/Rejection**

☐ **Discussion**

☐ **Ratification**

☒ **Approval**

☐ **Explanation:** [Click here to enter text.](#)

☐ **Adoption**

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

MEMORANDUM OF UNDERSTANDING
BETWEEN THE LAKESIDE UNION SCHOOL DISTRICT ("DISTRICT")

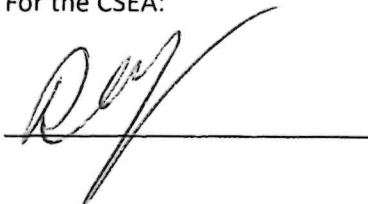

And the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION ("CSEA") AND ITS CHAPTER 240

Sept. 23, 2022

The California School Employees Association and its Lakeside Chapter #240 (CSEA) and the Lakeside Union School District (District) enter into this Memorandum of Understanding ("MOU") having agreed to the revised job description attached hereto for:

Van/Passenger Vehicle Driver Salary Range 19 (no changes) 10 Months (no changes)

For the CSEA:

 / 9-23-22
Date
 / 09-23-2022
Date

Date of Ratification by CSEA: _____

For the Lakeside Union School District

 / 9-23-22

Date of Ratification by the Governing Board: _____



Job Description

Title: Van/Passenger Vehicle Driver	FLSA Status: Non-Exempt	Months: 10
Supervisor: Director, Maintenance, Operations, Transportation	Supervises: N/A	Range: 19
Department: Transportation	Bargaining Unit: Classified	Approved:

JOB SUMMARY:

Under general supervision, the Van/Passenger Vehicle Driver position will transport students and/or staff to and from school, field trips, and other locations as directed. Cover bus Drive routes practicing legal and non-aggressive defensive driving practices as directed. Perform regular safety inspections; ensure the safety of students during transport, loading and unloading from Van or Passenger Vehicle and/or buses. Provide supervision and direction to student passengers.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Drive a District multi-passenger van or passenger vehicle to transport students between neighborhoods, schools, and school activities.
- Drive a District van or passenger vehicle over specified routes or to specified destinations according to time schedules in order to transport student passengers on field trips or other events; meet scheduled departure and arrival times as assigned.
- Pick up and drop off students at regularly scheduled neighborhood locations, following strict time schedules.
- Maintain order and discipline among student passengers on the vehicle in accordance with policies related to disciplining students; enforce district policies and procedures related to transportation of students.
- Upon receipt of requisite School Bus license and certification, service serve as a cover School Bus driver and operate a school bus along a designated route; pick up and discharge students in accordance with time schedules; observe legal and defensive driving practices; assure compliance with applicable traffic and student transportation laws, codes and regulations.
- Monitor student passenger activities and behavior; reports observations and/or incidents (e.g., bus stop compliance, discipline, accidents, student passenger inappropriate social behavior).
- Determine appropriate action in emergency situations according to established guidelines; administer first aid to student passengers as needed.
- Conduct required daily safety inspections of vehicles; inspect the interior, exterior and engine of vehicles to assure safe operational condition; report mechanical malfunctions or other problems as required.
- Maintain vehicles in a clean and safe operating condition; wash, sweep and clean the exterior, interior and windows of assigned vehicles; refuel, service and prepare vehicle for operation.
- Supervise the loading and unloading of general education students and students with special needs; assure students with special needs are seated safely-safely and seat belts, harnesses and wheelchair clamps are secured as required.
- Assist in the loading and unloading of physically or mentally disabled students as necessary.
- Operate wheelchairs, lifts, and secure wheelchairs.
- Comply with traffic regulations in order to operate district van or passenger vehicle in a safe and courteous manner.
- Load, secure, transport and unload equipment and cargo.
- Prepare and maintain related logs, work orders, records and reports.
- Record and submit reports on driving time, mileage, fuel and oil consumption, student counts and safety inspections.
- Operate equipment, including wheelchair lifts, tie downs, seat belts, harnesses and other adaptive equipment as necessary.
- Operate a two-way radio.
- Report delays or accidents.
- Report any van-vehicle malfunctions or needed repairs.
- Inspect vehicles, and check gas, oil, and water levels prior to departure.
- Maintain cleanliness of windows, mirrors and floors of assigned vehicle on a daily basis.
- Regulate heating, lighting, and ventilating systems for passenger comfort.

Licenses, Certifications and other Requirements:

- Valid California Class C Driver's License and three (3) year clear driving record.
- ~~Must Obtain a valid California Class "A" or Class "B" driver's license with a "P" endorsement and Valid School Bus Certificate issued by the California Highway Patrol within six (6) months of initial employment.~~
- Valid medical certificate.
- Valid first aid certification.
- Pre-employment drug and ongoing participation in random controlled substances and alcohol use testing program.
- Pre-placement physical exam.
- Criminal justice/fingerprint clearance.
- Tuberculosis clearance.
- First Aid/CPR/AED Certification.
- **Must Highly recommended to** obtain a valid California Class "A" or Class "B" driver's license with a "P" endorsement and Valid School Bus Certificate issued by the California Highway Patrol within ~~six (6) months~~ **one (1) year** of initial employment.

WORKING CONDITIONS:

Work Environment:

- Indoor/outdoor/school van/~~bus~~ **passenger vehicle** environment.
- Seasonal heat and cold or adverse weather conditions.
- Evening or variable hours.
- Exposure to fumes, dust, odors, oil/grease and gases.
- Driving a vehicle to conduct work.

Physical Demands:

- Sitting for extended periods of time while operating vans or ~~buses~~ **passenger vehicles**
- Hearing and speaking to exchange information.
- Reaching, pulling and pushing to open **or close** doors.
- Bending at the waist, kneeling or crouching to inspect and wash vehicles.
- Reaching overhead, above the shoulders or horizontally.
- Seeing to monitor passengers and operate a vehicle.
- Lifting, carrying, pushing or pulling adaptive equipment and students.

Hazards:

- Traffic hazards.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed.

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 13, 2022

Agenda Item:

MOU between the District and the CSEA and its Chapter 240 regarding Classified School Employee Summer Assistance Program (CSESAP).

Background (Describe purpose/rationale of the agenda item):

Approval is requested of an MOU between the District and the CSEA and its Chapter 240 regarding the Classified Employee Summer Assistance Program (CSESAP). The CSESAP program shall be effective for the 2023-24 school year only. Qualified classified employees can elect to contribute up to 10% of their annual pay, and the state of California may match up to dollar for dollar to be paid to employees during the summer of 2024. The district will incur costs related to administration of the program and statutory benefit costs of the state match.

Fiscal Impact (Cost):

\$72,119 approximate cost

Funding Source:

General, Child Nutrition and Child Development Funds

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement ☐ **#2:** Social Emotional ☐ **#3:** Physical Environments

Recommended Action:

- | | |
|---|--|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial/Rejection |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input checked="" type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click here to enter text. |
| <input type="checkbox"/> Adoption | |

Originating Department/School: Business Services

Submitted/Recommended By:



Lisa Davis, Assistant Superintendent

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

MEMORANDUM OF UNDERSTANDING
between the
Lakeside Union School District
to the
California School Employees Association and its Lakeside Chapter No. 240

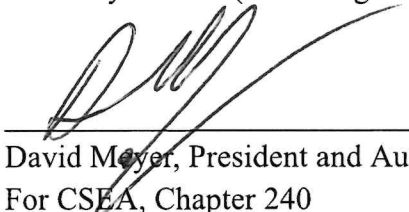
September 29, 2022

This Memorandum of Understanding ("MOU") is entered into between the LAKESIDE UNION SCHOOL DISTRICT ("DISTRICT") and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its LAKESIDE CHAPTER 240 ("CSEA"). The DISTRICT and the CSEA agree that this MOU fully settles, resolves and concludes all negotiations regarding the Classified School Employee Summer Assistance Program.

For the 2023-2024 school year, the District shall participate in the Classified School Employee Summer Assistance Program set forth in Education Code section 45500.

If the state match funding provided is insufficient to provide one dollar (\$1) for each one dollar (\$1) that has been withheld from participating classified employee monthly paychecks, the District shall not be responsible to fund the difference between the state's contribution and the amount employees have withheld from their paychecks. Rather, the District will notify employees of the expected prorated amount of state match funds that each participating employee may expect to receive as a result of participating in the Classified School Employee Summer Assistance Program and employees may elect to withdraw his or her election to participate in the program or to reduce the amount to be withheld from his or her paycheck by notifying the District no later than 30 days after the start of the school year. Under no circumstances is the District responsible for matching any funds contributed by employees for the Classified School Employee Summer Assistance Program.

The District's participation in the Classified School Employee Summer Assistance Program automatically sunsets (is no longer in effect) June 30, 2024.



David Meyer, President and Authorized Representative
For CSEA, Chapter 240

[SIGNATURES CONTINUED ON FOLLOWING PAGE]



Joan Collins

CSEA Labor Relations Representative



Lisa Davis, Assistant Superintendent, Business Services

For the Lakeside Union School District

Date Ratified by the Lakeside Union School District Board of Trustees: _____

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 13, 2022

Agenda Item:

Approval of a new position in the Classified Bargaining Unit, Student Support Assistant-Bilingual Preferred

Background (Describe purpose/rationale of the agenda item):

Approval is requested of an MOU between the California School Employees Association (CSEA) and it's Lakeside Chapter 240 and the District of the new position: Student Support Assistant-Bilingual Preferred. This position will be a 10.5 month position at Salary Range 20, to support the Student Support/Pupil Services department. The draft job description is attached to the MOU. The position would start Nov. 1, 2022.

Fiscal Impact (Cost):

Approximately \$68, 944

Funding Source:

General Fund

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement ☐ **#2:** Social Emotional ☐ **#3:** Physical Environments

Recommended Action:

<input type="checkbox"/> Informational	<input type="checkbox"/> Denial/Rejection
<input type="checkbox"/> Discussion	<input type="checkbox"/> Ratification
<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Explanation: Click here to enter text.
<input type="checkbox"/> Adoption	

Originating Department/School: Business Services

Submitted/Recommended By:



Lisa Davis, Assistant Superintendent

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE LAKESIDE UNION SCHOOL ("DISTRICT")
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION ("CSEA")
AND ITS CHAPTER 240**

July 2022

The California School Employees Association and its Lakeside Chapter #240 (CSEA) and the Lakeside Union School District (District) enter into this Memorandum of Understanding ("MOU") having agreed to the following job description:

Student Support Assistant-Bilingual Preferred Salary Range 20

10.5 months

For the CSEA:

[Signature] Myers, 8-3-22
Date

[Signature] Joni Collins
8/4/2022
Date

Date of Ratification by CSEA 9/22/22

For the Lakeside Union School District:

[Signature] Ron Davis, 8/4/22
Date

Date of Ratification by the Governing Board _____



Job Description

Title: Student Support Assistant-Bilingual Preferred	FLSA Status: Non-Exempt	Months: 10.5
Supervisor: Director Student Support	Supervises: N/A	Range: 20
Department: Pupil Services	Bargaining Unit: Classified	Approved:

JOB SUMMARY:

Under the direction of Director Student Support Services, perform a variety of moderately complex clerical duties in support of student support functions, paraprofessional health work and personal care activities to mandated health screening programs; assist the District Nurse in the implementation of the District's comprehensive health care plan for students; administer routine minor first aid to students; obtain and maintain student health records, referrals and reports; monitor and implement District health policies and procedures in elementary and middle school.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Perform a variety of general clerical duties in support of the Director, Student Support including typing, filing, photocopying, monitoring external funding sources and department budget, and distributing materials; coordinate flow of communications for Director, Student Support.
- Implement and monitor mandated immunization and physical exam requirements as it relates to school registration; administer minor first aid to ill and injured children; distribute adhesive bandages, ice and compresses as necessary; evaluate emergency situations; perform routine first aid and CPR as needed; set appointments for District Nurse.
- Assist District Nurse with immunization/Child Development and Disability Prevention problems and other health related issues; establish and maintain cumulative health and immunization record files for each student; reconcile student health records with student enrollment records; distribute and follow-up on return of immunization records and physical examination forms for each student; ensure compliance with State and federal laws and District policies and procedures.
- Assist Director, Student Support Services in meeting legal timelines pertaining to employee evaluations, school expulsions and external funding sources such as grant requirements.
- Assist Director, Student Support with coordination of DART and SARB meetings.
- Provide parents with a variety of health forms and documents; maintain and update student immunization records and charts for middle schools; interpret and explain applicable laws, codes, rules, programs and regulations; arrange for exclusion of students whose parents or guardians fail to return forms and records.
- Compile charts, files and data for State, County and District reports of site health issues including results on screenings, vision and hearing reports, annual immunization records and annual physical examination records; Educate and instruct students and parents regarding the need for updated immunizations at middle schools; organize and arrange for mandated Blood Borne Pathogens classes for each school site as needed; organize and arrange CPR and First Aid classes; assist in educating children in identified academic and health areas.
- Order and distribute supplies necessary for safe maintenance of diabetic students during school day.
- Maintain inventory and order basic health and first aid supplies; distribute first aid kits to appropriate sites or office locations; requisition health office supplies as necessary.

- Learn, interpret, apply and explain District health policies.
- Learn applicable laws, codes, rules and regulations related to assigned activities.
- Screen students for various health and safety concerns.
- Compile and verify data and prepare reports.
- Work independently with little direction.
- Plan and organize work.
- Administer first aid and CPR.
- Observe health and safety regulations.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative and effective working relationships with others.
- Complete work with many interruptions.
- Operate a computer and assigned software.
- Maintain records related to assigned activities.
- Demonstrate flexibility.

Education and Experience:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities is:

- Graduation from high school or equivalent GED.
- Experience working at a school or in a health care service environment is desirable.

Licenses, Certifications and other Requirements:

- Valid California Class C driver's license.
- Valid first aid and CPR certificate issued from an authorized agency.
- Instructional Assistant Proficiency Test certificate.

WORKING CONDITIONS:

Work Environment:

- Indoor/Office environment.
- Constant interruptions.
- Subject to emergency medical situations.
- Drive a vehicle to conduct work.

Physical Demands:

- Dexterity of hands and fingers to operate a computer keyboard.
- Hearing and speaking to exchange information in person and on the telephone.
- Sitting or standing for extended periods of time.
- Seeing to read a variety of materials and screen health conditions.
- Bending at the waist, kneeling or crouching to assist students.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed.

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 8, 2022

Agenda Item: Destruction of Class 3 level Records

Background (Describe purpose/rationale of the agenda item):

Acceptance is requested of the destruction of records considered to be Class 3. These records (see attached list) have been retained for the legal period of time as per Article 2, Sections 16023-16028 of Title 5, California Code of Regulations. There is no further need to retain these records for use in the district.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement ☐ **#2:** Social Emotional ☐ **#3:** Physical Environments

Recommended Action:

- | | |
|---|--|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial/Rejection |
| <input type="checkbox"/> Discussion | <input checked="" type="checkbox"/> Ratification |
| <input checked="" type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click here to enter text. |
| <input type="checkbox"/> Adoption | |

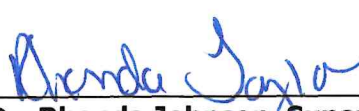
Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Johnson, Superintendent

Reviewed by Cabinet Member _____

Destruction of Records July 2022:

Box Number	Contents	Years Retained	Date Destro	Location of Record
1013	Erate FY 2005-2012	10 years	7/2022 DD	Warehouse/box
1049	GL Back-up	4 years	7/2022 DD	Warehouse/Box
1050	GL Back-up	4 years	7/2022 DD	Warehouse/Box
1052	Mission Federal Pcard Back Up 2017-18	4 years	7/2022 DD	Warehouse/Box
1053	Attendance/Enrollment Back Up 2016/17	4 years	7/2022 DD	Warehouse/Box
1054	Bank Statements, 14/15, 15/16, 16/17	4 years	7/2022 DD	Warehouse/Box
1055	Deposit Back Up 2017/18	4 years	7/2022 DD	Warehouse/Box
1056	Invoices A-E 2017-18	4 years	7/2022 DD	Warehouse/Box
1057	Invoices F-P 2017-18	4 years	7/2022 DD	Warehouse/Box
1058	Invoices Paytons, R-Vista	4 years	7/2022 DD	Warehouse/Box
1059	Invoices Ver-Z, T&C Gar and other funds	4 years	7/2022 DD	Warehouse/Box
1067	Travel & Conf. FY 2016-17	4 years	7/2021 DD	Warehouse/Box
1078	2017-18 Terminated Benefit Files	4 years	7/2022	Warehouse/Box
1086	Invoices 2017-18 S-Z	4 years	7/2022	Warehouse/Box

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: Oct. 13, 2022

Agenda Item:

Approval of the October contracts list for the fiscal year, 2022-23.

Background (Describe purpose/rationale of the agenda item):

Approval is requested for the attached list of agreements with outside vendors for fiscal year, 2022-23.

Fiscal Impact (Cost):

See attached list.

Funding Source:

General Fund.

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement ☐ **#2:** Social Emotional ☐ **#3:** Physical Environments

Recommended Action:

☐ **Informational** ☐ **Denial/Rejection**
☐ **Discussion** ☐ **Ratification**
☒ **Approval** ☐ **Explanation:** [Click here to enter text.](#)
☐ **Adoption**


Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

LUSD CONTRACTS 2022-23

Agency Name	Description	Contract #	Dept./Site	Began	Ends	Amount (not to exceed)
Imagine Learning	Clever SSO Integration and Professional Development	V2023-054	Ed Services	9/15/2022	12/1/2022	\$7,000.00
Sunbelt Staffing	Non Public School Master Agreement + SLPA Agency Placement	V2023-053	SPED	9/12/2022	6/14/2023	\$63.86/per hour
Children's Occupational Therapy Services Inc.	Fine Motor Assessment	V2023-056	SPED	9/7/2022	6/14/2023	\$1,900.00
Crystal Bejarano-Connect4kids	Pyscho-Ed Assessment for IEE	I2023-010A	SPED	9/12/2022	6/30/2023	\$3,710.00
San Diego County Supt. Of Schools	Leadership Coaching	V2023-057	Ed Services	10/2/2022	6/30/2023	\$5,000.00
Left Coast Scales (LCS-Training)	CALPADS Training	I2023-015	SPED	9/13/2022	6/14/2023	\$8,956.00
Therapy Travelers Addendum	Addition of 2.5 hours for SLP per week	V2023-043A	SPED	9/12/2022	6/23/2023	\$94.00/hour
San Diego Youth Services (District)	MOU for Student Support, resources	V2023-058	Pupil Services	8/1/2022	6/30/2027	No Cost
ABA Education Foundation	Non Public School Master Contract	V2023-059	SPED	7/1/2022	6/30/2023	\$80.00/hour
Soliant Staffing	BCBA Agency Placement	V2023-060	SPED	9/26/2022	6/14/2023	\$80.00/hour, 40 hours a week
San Joaquin County Office of Ed	CODESTACK/SEIS Software	V2023-061	SPED	9/19/2022	9/19/2025	\$4,000 +\$1.50/per student
Chula Vista Electric Co.	Electrical Preventative Maintenance: Lakeview, Lakeside Farms Elementary	V2023-064	MAINT	10/14/2022	12/31/2022	\$27,550.00
PIQE: Parent Institute for Quality Education	Family Literacy Program (Preschool)	V2023-062	ED SERVICES/PUPIL SERVICES	10/12/2022	12/14/2022	Cost of Materials, Program Fee covered by Dr. Seuss Foundation
PIQE: Parent Institute for Quality Education	Family Literacy Program (Preschool-Grade 3)	V2023-063	ED SERVICES/PUPIL SERVICES	1/19/2023	6/16/2023	\$12,500 program cost
Matt Upton	"Speaking of Success" PD Training	I2023-01	Child Nutrition	1/27/2023	1/27/2023	\$2,900.00
Vista Hill	Non Public School Master Contract	V2023-065	SPED	7/1/2022	6/30/2023	\$47/hour-\$63/hour
Stein Education Center	Non Public School Master Contract	V2023-066	SPED	7/1/2022	6/30/2023	Various Hourly Rates (see rate sheet)
TIEE-Childrens Workshop	Non Public School Master Contract	V2023-067	SPED	7/1/2022	6/30/2023	Daily Rate \$354 +additional hourly rates
Specialized Therapy Services	Non Public School Master Contract	V2023-068	SPED	7/1/2022	6/30/2023	Various Hourly Rates (see rate sheet)
New Haven Youth and Family Services	Non Public School Master Contract	V2023-069	SPED	7/1/2022	6/30/023	\$2,200/mo.
San Diego County Supt. Of Schools	Reimbursment of Jim Huge	V2023-070	Supt	8/11/2022	8/11/2022	Reimbursement to LUSD of \$6,250
Verbal Behavior Associates	Non Public School Master Contract	V2023-071	SPED	7/1/2022	6/30/2023	Various Hourly Rates (see rate sheet)
New Mediscan II, (dba Cross Country Education)	Non Public School Master Contract	V2023-072	SPED	7/1/2022	6/30/2023	Various Hourly Rates (see rate sheet)
Joceyln McCullough	Parent/Guardian Transportation Agreement	T2023-01	SPED	7/1/2022	6/14/2022	Mileage Reimbursement (IRS Rate)
Therapy Travelers	Richard Stravasnik, School Pyschologist	V2023-073	SPED	10/7/2022	6/14/2023	\$95/hour, 2 days a week
Albert Melaragno, M.D.	Medi-Cal Authorizations	C2023-003	SPED	9/26/2022	6/14/2023	\$175/hour
Mariana Mesnik	ERMHS Assessments and attend IEP, Counseling	I2023-017	SPED	9/29/2022	6/30/2023	Not to Exceed \$34,000
Total Vision Care, LLC	Vision Therapy Assessment and Services	I2023-018	SPED	9/27/2022	6/30/2023	Various Hourly Rates (see rate sheet)
Total Vision PC	IEE Vision Therapy Aessments	I2023-019	SPED	9/22/2022	6/14/2023	\$1570.00 per assessment
Ninyo & Moore Addendum	Addendum to 2021-22 Contract to extend Term	B2021-002A	BOND	7/1/2022	6/30/2023	Extension of Term
Quality Control Addendum	Addendum to 2021-22 Contract to extend Term	B2021-001A	BOND	7/1/2022	6/30/2023	Extension of Term



8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Lakeside Union School District
12335 Woodside Ave
Lakeside CA 92040

Price Quote

Date 9/2/2022
Quote No. 276873
Acct. No. 03:la:CA:12205516
Total \$7,000.00
Pricing Expires 11/30/2022

LUSD
Contract #
V2023-054

Payment Schedule

Net 30

Contract Start

9/15/2022

Contract End

12/1/2022

Site	Description	Comment	End Date	Qty	Amount
1. Lakeside Middle School	MyPath 6-8 Reading and Math Site License		12/01/2022	1	\$0.00

Site	Description	Comment	End Date	Qty	Amount
1. Lakeside Middle School					
2. Tierra Del Sol Middle School	Clever SSO Integration (Provides SSO via Clever instant login. requires Clever Sync/User provisioning)		12/01/2022	2	\$0.00
	Imagine Language & Literacy Site License for use in a program pilot for up to 90 days		12/01/2022	2	\$0.00
	MyPath NWEA MAP Integration Annual Subscription		12/01/2022	2	\$0.00
	Professional Development Onsite Day		12/01/2022	2	\$7,000.00

Site	Description	Comment	End Date	Qty	Amount
1. Tierra Del Sol Middle School	MyPath 6-8 Reading and Math Site License		12/01/2022	1	\$0.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Lakeside Union School District

Signature:

Print Name:

Title:

Date:

Imagine Learning Representative

Yadira Cervantes

California Account Executive

714-345-9389

yadira.cervantes@imaginelearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

2022-2023
San Diego County
Nonpublic
Master Contract

LUSD
Contract #
V2023-053

Directions:

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

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

2022-2023

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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.*

LEA: Lakeside Union School District

Nonpublic: Sunbelt Staffing

**2022-2023
Nonpublic
Master Contract

Main Document**

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

2022-2023

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

2022-2023

This contract ("Master Contract") is entered into by and between Lakeside Union School District ("LEA") and Sunbelt Staffing ("CONTRACTOR") (collectively "Parties") pursuant to California Education Code section 56366 and California Code of Regulations section 5 CCR 3062 for the provision of special education and/or related services for 2022-2023 academic year.

SECTION 1: TERM

The term of this Master Contract shall be for the period of July 1, 2022, to June 30, 2023. The Parties agree to use their best efforts during the term of this Master Contract to negotiate a successor agreement prior to its expiration. If the Parties execute this contract after July 1, 2022, then the provisions of this Master Contract shall be retroactive to the beginning of the Master Contract Term (July 1, 2022), to cover services provided by CONTRACTOR to LEA pupils, unless otherwise mutually agreed upon by both parties.

SECTION 2: CONTRACT DOCUMENTS

The documents that make up the Master Contract shall include this Main Document and Appendices A (Schools), B (Agencies), and C (Room and Board), as applicable.

SECTION 3: SERVICES PROVIDED TO PUPILS

3.1 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement ("ISA") for each pupil for whom the LEA requests and CONTRACTOR agrees to provide special education and/or related services. The LEA is responsible for completing each pupil's ISA. The ISA for each such pupil shall identify the services to be provided to the pupil pursuant to the pupil's Individualized Education Program ("IEP") or Individualized Family Service Plan ("IFSP"), and the provider of each service identified therein. It is understood that this Master Contract does not commit the CONTRACTOR to provide special education and/or related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit.

3.2 INTERIM WRITTEN APPROVAL

The LEA may provide interim written approval for CONTRACTOR to provide services to a pupil pending completion of an ISA and Master Contract. The interim written approval may be for a maximum period of one hundred and eighty (180) days, beginning with the anticipated pupil start date. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred and eighty (180) day period, the LEA or the CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, until such time as there is a change in placement or subsequent execution of an Individual Services Agreement and Master Contract.

3.3 SERVICES TO BE PROVIDED UNDER ISA OR INTERIM WRITTEN APPROVAL

The ISA and any interim written approval shall require Contractor to provide all special education and related services to pupil specified IEP or IFSP, as applicable, for the time specified in the IEP or IFSP unless otherwise specified therein. Changes to a pupil's educational program, including instruction, services, or instructional setting provided under this Master Contract and the ISA for that pupil, may only be made on the basis of revisions to the pupil's IEP or IFSP. In no case may Contractor expel or exit a pupil placed with Contractor except as provided under Section 11 of this Master Contract.

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

2022-2023

3.4 MODIFICATIONS TO IEP/IFSP

3.4.1 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, in which case the LEA shall convene an IEP meeting within 30 days of said notice.

3.4.2 In the event CONTRACTOR believes a pupil requires something other than what is specified in the ISA, Contractor shall immediately notify the LEA.

3.4.3 CONTRACTOR, including the pupil's then-present teacher, shall participate in all IEP/IFSP meetings for such time as the ISA remains in force and effect. If LEA or CONTRACTOR will be recommending significant changes to the pupil's program, placement or services, the LEA's assigned Case Manager and CONTRACTOR'S representatives shall discuss such recommendations prior to the IEP/IFSP meeting.

3.4.4 Any changes to the pupil's IEP or IFSP shall be incorporated into the ISA for that pupil via written amendment.

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

3.5 ASSESSMENTS AND EVALUATIONS

If CONTRACTOR receives a parent request for evaluation or assessment of a pupil, CONTRACTOR shall advise the parent to submit the request in writing to the LEA. 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.

3.6 TRANSPORTATION

Transportation, where specified to be provided to a pupil in the ISA, may only be provided directly by the LEA or by a subcontractor engaged by CONTRACTOR for such purpose. Where the ISA specifies transportation is to be provided by CONTRACTOR, CONTRACTOR shall have in place a transportation safety plan that prescribes procedures to ensure safe transport of pupils including, adequate supervision during the transport and with staff trained in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs.

In the event that the CONTRACTOR provides unscheduled transportation for pupils to or from school (due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and LEA), the transportation rate for such unscheduled transportation services will be at rates to be agreed upon by LEA and the CONTRACTOR.

3.7 BEHAVIORAL INTERVENTION

CONTRACTOR shall comply with all laws applicable to serving pupils with behavioral needs, including but not limited to, laws governing the use of emergency interventions, required reporting, referral, assessment, and modification of the applicable behavioral intervention plan, IEP and/or IFSP, as applicable.

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

2022-2023

3.8 PUPIL DISCIPLINE

3.8.1 CONTRACTOR shall maintain and abide by a written policy for pupil discipline that is consistent with state and federal law.

3.8.2 CONTRACTOR shall provide pupils who exhibit serious behavioral challenges timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

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

3.8.4 CONTRACTOR shall immediately submit a written discipline report to the LEA if CONTRACTOR seeks to remove a pupil from his/her current educational placement for disciplinary reasons. The written discipline report shall include, but not be limited to: the pupil's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. Upon receipt, LEA will schedule an IEP meeting and/or manifestation determination review.

3.9 QUARANTINE OF PUPILS

Where a pupil is required to quarantine due to a Public Health Order, or applicable federal, state or local public health guidance, CONTRACTOR will notify the LEA immediately of the pupil's quarantine (as used in this Master Contract, "immediately" shall mean within one business day of CONTRACTOR'S actual knowledge.). So long as the CDE or other regulatory body institutes or provides remote learning or independent study guidance which allows for LEA to obtain ADA funding applicable during such quarantine, CONTRACTOR shall provide services accordingly. In such instances where CONTRACTOR is continuing to deliver such services during quarantine which complies with any remote learning or independent study funding requirements, and provides the services outlined in the pupil's IEP, the pupil will not be deemed absent under the terms of the Master Contract and payment for services will not be withheld by the LEA.

SECTION 4: LEA OVERSIGHT

4.1 INITIAL VISIT PRIOR TO PLACEMENT

If the LEA does not already have a pupil placed at CONTRACTOR'S nonpublic school, the LEA shall be entitled to schedule and conduct, at a minimum, one onsite visit to CONTRACTOR'S nonpublic school prior to placement of any pupil at said school.

4.2 ANNUAL VISIT

The LEA shall be entitled to schedule and conduct, at a minimum, one onsite monitoring visit each year during which the LEA has a pupil attending CONTRACTOR'S nonpublic school. The monitoring visit shall include, but shall not be limited to, a review of services provided to the pupil through the ISA, a review of the progress the pupil is making towards the goals set forth in the pupil's IEP, a review of the progress the pupil is making towards the goals set forth in the pupil's behavioral intervention program, if any, an observation of the pupil during instruction and a walkthrough of the facility, and CONTRACTOR'S compliance with the state and federal related special education mandates.

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

2022-2023

4.3 UNANNOUNCED VISITS

LEA, SELPA and/or their designee(s) shall be entitled to make unannounced visits.

4.4 EVALUATION OF PUPIL PROGRESS

LEA will conduct evaluation of pupil progress in accordance with applicable law, as follows:

4.4.1 Evaluate the educational progress of each pupil placed in a nonpublic, nonsectarian school, including all state assessment results pursuant to the requirements of Section 52052.

4.4.2 Consider whether or not the needs of the pupil continue to be best met at the nonpublic, nonsectarian school and whether changes to the individualized education program of the pupil are necessary, including whether the pupil may be transitioned to a public school setting. This consideration shall be made at the meeting required by subdivision (d) of Section 56343 of the California Education Code.

4.4.3 Ensure the nonpublic, nonsectarian school or agency provides all services in each IEP unless the ISA for that pupil provides otherwise.

4.4.4 CONTRACTOR shall have written procedures in place for measuring pupil's progress on goals identified in the pupil's IEP or IFSP and shall provide written progress to parents and the LEA in accordance with applicable law.

4.4.5 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.

SECTION 5: NONPUBLIC CERTIFICATION

CONTRACTOR is required to obtain and keep current any and all certifications required to provide such special education and related services to pupils as are required by the ISA of each pupil CONTRACTOR enrolls per this Master Contract. 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. However, such nullification shall not affect LEA's obligations to pay for services provided by CONTRACTOR while validly certified. Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto.

SECTION 6: PERSONNEL

6.1 REQUIRED CREDENTIALS, LICENSE AND/OR OTHER QUALIFICATIONS

CONTRACTOR shall assign only appropriately qualified personnel to provide contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement, including appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations. All non-credentialed teachers and non-licensed service providers shall be required to obtain a waiver. 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.

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

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6.2 VERIFICATION OF CREDENTIALS

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

6.3 TRAINING

CONTRACTOR shall be responsible for all training necessary to provide appropriate services per IEP/IFSP, including training in implementing Behavior Intervention Plan(s) as applicable.

6.4 STAFF TO PUPIL RATIOS

Staff to pupil ratios for any given pupil shall be as specified in the pupil's ISA.

6.5 FINGERPRINTING AND TUBERCULOSIS TESTING

CONTRACTOR shall ensure that employee background checks and tuberculosis screenings are conducted in accordance with state and federal law and shall maintain a record of same. Upon Request by LEA, CONTRACTOR shall provide to LEA its verification documents provided to the CDE.

6.6 ACKNOWLEDGMENT OF MANDATED REPORTER OBLIGATIONS

CONTRACTOR shall provide such training as is required under California law regarding child abuse reporting and shall maintain signed statements from all personnel acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

SECTION 7: COMPENSATION

CONTRACTOR shall be paid in accordance with the terms set forth in Appendix A, B and/or C, as applicable.

SECTION 8: BILLING AND PAYMENT

8.1 INVOICES

CONTRACTOR shall submit invoices monthly 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. Invoices should clearly reflect rates set forth in Appendix A, B &/or C, as applicable for services provided in accordance with the applicable ISA or interim written approval. Any related mental health services should be billed by the CONTRACTOR in a separate invoice.

8.2 LATE INVOICES

If LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, unless LEA has agreed to an extension of time for

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CONTRACTOR to submit the invoice. An invoice shall be deemed received on the confirmed date of receipt by LEA.

8.3 PAYMENT

LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice. Payment shall reference the invoice number or date and shall be in the amount of the invoice unless LEA has issued a Notice of Withholding pursuant to Section 8.5. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the Individual Services Agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements.

8.4 LATE PAYMENT

If the payment by LEA is not postmarked within forty-five (45) days of the receipt of the invoice, LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid. Such interest shall be calculated beginning day forty-six (46) from receipt of the invoice in accordance with standard accounting procedures.

8.5 RIGHT TO WITHHOLD

LEA shall be entitled to withhold payment to CONTRACTOR, only if LEA notifies CONTRACTOR within 10 days of receipt of CONTRACTOR'S invoice, that LEA has reliable evidence, which shall be described in writing to Contractor in the notice of withholding of any of the following:

8.5.1 Service is provided to one or more pupils by personnel who are not appropriately credentialed/licensed;

8.5.2 Records required by LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR'S educational program have not been received;

8.5.3 CONTRACTOR confirms a pupil's change of residence to another district and fails to notify LEA within five (5) days thereof;

8.5.4 CONTRACTOR fails to notify LEA within five (5) days after the 10th consecutive school day of a pupil's absence.

Nothing in this Section waives the LEA's right to later seek reimbursement for CONTRACTOR's actual failure to comply with the requirements outlined in subsections 8.5.1; 8.5.2; 8.5.3; or 8.5.4 of this section, provided however, that LEA may not seek any such reimbursement after 90 days from the end of the operative Master Contract term.

8.6 CALCULATION OF WITHHOLDING

If the basis for withholding is subsection 8.5.1 of this section, the amount withheld by LEA shall be limited to payment for services provided by the relevant personnel. If the basis of the withholding is 8.5.2 to 8.5.4 of this section, LEA shall withhold a proportionate amount for services provided to that pupil.

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8.7 OPPORTUNITY TO CURE

CONTRACTOR shall have ten business days from receipt of LEA's notice of withholding to take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding. Upon request and a showing of good cause, LEA shall extend that time by an additional ten (10) business days. Upon verification of remediation of identified deficiencies and receipt of rebilling, LEA shall pay the resubmitted invoice in accordance with section 8.3, above. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within forty-five (45) calendar days of the notice of withholding, the withheld amount shall be forfeited.

8.8 SERVICES PROVIDED FOLLOWING EXPIRATION OF THE MASTER CONTRACT

In the event that a successor Master Contract is not agreed upon prior to the expiration of this Master Contract, and CONTRACTOR continues to provide services to LEA'S pupils, LEA shall make payment to CONTRACTOR in accordance with the rates set forth in Appendix A, B or C, as applicable, pending the agreement on a successor Master Contract.

8.9 MEDI-CAL REIMBURSEMENT

CONTRACTOR shall provide to LEA, upon request, documentation of all services which may be reimbursable by Medi-Cal. LEA shall have the sole right to submit claims for reimbursement to Medi-Cal, including through the LEA Billing Option Program.

SECTION 9: RECORDKEEPING AND REPORTING

9.1 ACCESS TO PUPIL RECORDS

CONTRACTOR shall provide LEA and/or parent upon request, copies of all requested records pertaining to any pupil assigned by LEA to Contractor within the time required by law for the provision of such pupil records. Notwithstanding this provision, LEA shall remain the custodian of the pupil's records pursuant to Education Code Section 49062.

9.2 PUPIL DATA REPORTING

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

9.3 PUPIL INJURY REPORTING

CONTRACTOR shall prepare a written report and provide such report to the LEA case manager no later than the end of the following day when a pupil suffers an injury requiring medical attention.

9.4 ANNUAL REPORTING

CONTRACTOR shall provide copies of all pupil records on an annual basis including, but not limited to, current transcripts, IEP/IFSPs and results of performance testing and all information required for compliance with federal and state data reporting requirements. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

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9.5 TRANSFER OF PUPIL RECORDS UPON SCHOOL CLOSURE OR DISENROLLMENT

Upon school closure or disenrollment of a pupil CONTRACTOR shall immediately transfer to LEA all "pupil records" under state or federal law. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

9.6 CONTRACTOR REPORTING

CONTRACTOR shall be responsible for all reporting required by state or federal law including, but not limited to, child abuse reporting, reporting of missing pupils, pupil injury reporting, and shall retain all records pertaining to training and acknowledgment of duties pertaining to required reporting.

9.7 FISCAL RECORDS

CONTRACTOR agrees to maintain operations in a manner consistent with law, regulations, safety, and good practice and shall maintain records in sufficient detail to verify its billed services to LEA. CONTRACTOR shall provide access to, or forward copies of, documents relating to services provided under this Master Contract to LEA within twenty (20) days upon reasonable request, except as otherwise required by law. 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; Such records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit upon LEA request.

9.8 AUDIT EXCEPTIONS

CONTRACTOR shall be responsible to receive, reply to, and/or comply with any audit exceptions identified by appropriate LEA personnel, consultants or state or federal audit agencies occurring as a result of CONTRACTOR'S performance of this contract. Upon being notified of any financial penalties by or assessed against the LEA attributable to the CONTRACTOR for failure to properly perform any of its obligations under this contract, the CONTRACTOR shall pay LEA within thirty (30) days, unless contested by CONTRACTOR. After resolution of CONTRACTOR's contention, any remaining funds owed to the LEA shall be paid within thirty (30) days. Any, and all audit exceptions must be specified in detail before any demand from the LEA for any amount requested.

9.9 CONFIDENTIALITY OF RECORDS

CONTRACTOR shall be responsible for and required to protect the confidentiality of pupil records as required by law.

SECTION 10: MODIFICATIONS/AMENDMENTS

This Master Contract and any ISA agreed to hereunder may not be amended without the prior written consent of both parties.

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SECTION 11: TERMINATION

This Master Contract and/or any ISA may be terminated as follows:

11.1 Upon the mutual agreement of the parties.

11.2 For cause by either party, upon twenty (20) days written notice to the other party, or earlier by mutual agreement. Cause for termination shall include, but not be limited to:

11.2.1 The expiration revocation, rescission, or cancellation of any certification required for CONTRACTOR to provide special education and/or related services as may be required by the ISA of each pupil enrolled by Contractor pursuant to this Master Contract.

11.2.2 The material breach of this Master Contract by either party, including but not limited to CONTRACTOR's failure to maintain required insurance.

11.2.3 For an ISA, the pupil requires services beyond the capacity of CONTRACTOR'S certification or level of staffing.

11.2.4 For an ISA, the pupil's continued presence materially and adversely affects the provision of services to other pupils.

11.2.5 For an ISA, the pupil presents a safety risk to other pupils or staff.

11.2.6 For an ISA, the acts or omissions of the pupil's parent, guardian or advocate materially interfere with CONTRACTOR in the IEP formulation or delivery of services to the pupil or other pupils.

11.2.7 Any ISA agreed to pursuant to this Master Contract shall be terminated upon termination of this Master Contract.

11.3 Cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the pupil to a public school program.

11.4 Termination of the Master Contract or ISA shall not affect LEA's payment obligations under Section 8, for services rendered prior to termination.

11.5 In the event CONTRACTOR believes that a pupil involved in a pending ISA termination presents a risk of substantial disruption or harm to others or the pupil, the parties shall confer on an immediate basis to determine alternate means of safely delivering services during the notice period.

SECTION 12: RENEWAL

This Master Contract may be renewed upon the written agreement of the Parties. In the event that a pupil is enrolled with the CONTRACTOR during the term of this Master Contract and said pupil continues to receive special education and/or related services from CONTRACTOR after expiration of this Master Contract and a new master contract has not yet been executed, the terms of this Master Contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR until the successor Master Contract is executed. LEA's payment obligation under Section 8 shall apply to all services provided by CONTRACTOR under this section. This provision is solely for the purpose of avoiding interruption of services during extended contract negotiations. However, nothing in this provision shall obligate CONTRACTOR to provide

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services after the expiration of this Master Contract. If CONTRACTOR intends not to renew the Master Contract, CONTRACTOR shall provide LEA at least 30 days written notice of such intent. If the renewal Master Contract includes a rate increase, the rates shall be retroactive to the start of the Master Contract term, unless the parties agree otherwise.

SECTION 13: COMPLIANCE WITH LAW

During the term of this contract, CONTRACTOR and LEA shall comply with all applicable federal, state and local laws and regulations relating to the provision of services under this Master Contract and any associated ISAs.

SECTION 14: NON-DISCRIMINATION STATEMENT

CONTRACTOR and LEA do not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation with regard to employment, contracting and the provision of services. CONTRACTOR and LEA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 15: INDEPENDENT CONTRACTOR STATUS

This Master 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.

SECTION 16: STANDARD OF PERFORMANCE

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards of each services provider's licensure or certification in the State of California, or as applicable, under the standards prescribed by the California Department of Education.

SECTION 17: SUBCONTRACT AND ASSIGNMENT

CONTRACTOR may not subcontract or assign its obligation under this Master Contract or related ISA without the express written consent of LEA. However, CONTRACTOR may subcontract out transportation services. CONTRACTOR may subcontract individual service providers on a temporary basis in the case of staffing absences or staff shortages without written consent, however if such temporary staffing persists longer than one-month, then written consent of LEA is required. Any other subcontract or assignment shall require written consent of the LEA, and such approval shall not be unreasonably withheld.

SECTION 18: INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless LEA and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from CONTRACTOR'S wrongful acts, omissions, or negligent performance under this Master Contract.

LEA shall indemnify and hold harmless CONTRACTOR and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities

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(collectively "liabilities"), to the extent such liabilities arise from LEA'S wrongful acts, omissions, or negligent performance under this Master Contract.

The terms of this section shall survive termination of this Master Contract.

SECTION 19: INSURANCE

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall procure and maintain in effect for the term of this Master Contract a policy or policies of insurance and coverage limits as follow.

General Liability	\$1,000,000/3,000,000
Professional Liability	\$1,000,000/2,000,000
Auto liability owned and non-owned vehicles	\$1,000,000/3,000,000
(This provision is applicable only if CONTRACTOR provides transportation services)	
Workers Compensation	(per statute)

The parties agree that the above-listed coverage limits are expected to be sufficient to insure the indemnity and defense obligation undertaken by CONTRACTOR pursuant to Section 18, above, and shall be endorsed to name LEA as an additional insured. Said additional insured endorsement must specify that any coverage which may otherwise be available to LEA is primary and non-contributory.

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.

Not later than the effective date of this Master Contract, the CONTRACTOR shall provide the LEA with a satisfactory certificate or evidence of insurance for all coverage required under this Master Contract. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to LEA at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Independently from the insurer's obligation to provide notice to the LEA, the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer.

SECTION 20: ENTIRE AGREEMENT

This Master Contract constitutes the entire agreement between the parties. There are no understandings, agreement, or representations not specified in this Master Contract.

SECTION 21: 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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SECTION 22: 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.

SECTION 23: ELECTRONIC SIGNATURES

CONTRACTOR and LEA consent to conducting transactions for this Master Contract via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by LEA.

23.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), CONTRACTOR and LEA agree to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent a handwritten signature. CONTRACTOR and LEA further agree that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to this Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. CONTRACTOR and LEA agree that the transactions conducted electronically relating to this Agreement shall be binding upon each of them.

23.2 CONTRACTOR and LEA agree that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Each party understands that the other may suspend or terminate the use of electronic signatures in its reasonable discretion (but such action shall not affect previous electronically signed documents).

23.3 CONTRACTOR and LEA will use the electronic signature to establish identity and sign electronic documents and forms relating to the Master Contract and Amendments. CONTRACTOR and LEA are solely responsible for protecting the electronic signature. If either party suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then the discovering party will immediately notify the other party and request that the electronic signature be revoked. CONTRACTOR and LEA will then immediately cease all use of the electronic signature. CONTRACTOR and LEA agree to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

SECTION 24: NOTICES

Notices provided for by this Master Contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered via certified, registered, or return receipt requested mail, postage prepaid, email or 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 all notices shall be the date of the postmark, email or 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, after which all future notices shall be addressed to that individual. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, notification may be given to the individual executing this Master Contract, or the individual with whom the notifying party normally communicates on related matters for the other party. If the individual designated below is no longer employed by the party, or is no longer in the designated position, notification may be made to the person currently in the position (whether in a permanent or interim capacity).

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Notices to the LEA:

Danielle Clark, Director of Special Education

Name/Title

Lakeside Union School District

Local Education Agency

12335 Woodside Ave.

Address

Lakeside CA 92040

City State Zip

(619) 390-2620

Phone

(619) 390-2597

Facsimile

clark@lsusd.net

Email Address

Notices to the CONTRACTOR:

Brittany Riefler, Account Executive

Name/Title

Sunbelt Staffing

Nonpublic

344 E. H St. ste 1402-3

Address

Chula Vista CA 91910

City State Zip

(813) 792-3458

Phone

(813) 792-3467

Facsimile

Brittany.riefler@sunbeltstaffing.com

Email Address

SECTION 25: 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 of this Master 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) through third party mediation before a mutually agreed upon mediator, or 3) by civil court action.

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SECTION 26: SIGNATURES

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

This Master Contract is effective on July 1, 2022 and terminates at 5:00 p.m. on June 30, 2023 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic ☐ School ☒ Agency



DATE: 9/20/22

Authorized Representative Signature

~~Jena Zander, Director of Administration~~
(Type) Name and Title

Elizabeth Reitmeyer,
Managing Director

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Lisa Davis, Assistant Superintendent
(Type) Name and Title

LEA Board Approval

DATE: _____

LEA: Lakeside Union School District

Nonpublic: Sunbelt Staffing

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Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

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

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

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

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

1.3 CALENDAR

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

1.4 PARENT VISITS/COMMUNICATION

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
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1.5 OWNERSHIP

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

1.6 STAFF ABSENCES

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

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil'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 24 (Notices) of the Nonpublic Master Contract. 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 CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (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 pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

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

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

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SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: Sunbelt Staffing

CONTRACTOR NPA ID NUMBER: 9900161

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

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u></u>	<u></u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Language and Speech (415)</u>	<u>\$85.00</u>	<u>hr.</u>
<u>Language and Speech (415) - Licensed SLP-A</u>	<u>\$63.86</u>	<u>hr.</u>
<u>Language and Speech (415) – Speech Therapy Aide</u>	<u>\$23.181</u>	<u>hr</u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services RN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u></u>	<u></u>
<u>Assistive Technology Services – Credentialed (445)</u>	<u>\$85.61</u>	<u>hr</u>
<u>Assistive Technology Services - Classified (445)</u>	<u>\$22.84</u>	<u>hr</u>
<u>Occupational Therapy (450)</u>	<u>\$85.00</u>	<u>hr</u>
<u>Occupational Therapy (450) – Certified OT Assistant</u>	<u>\$63.86</u>	<u>hr.</u>
<u>Physical Therapy (460)</u>	<u>\$85.00</u>	<u>hr</u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

<u>Physical Therapy – Licensed PT Assistant (460)</u>	<u>\$63.86</u>	<u>hr.</u>
<u>Individual Counseling (510)</u>	<u></u>	<u></u>
<u>Counseling and Guidance (515)</u>	<u>\$70.00</u>	<u>hr.</u>
<u>Parent Counseling (520)</u>	<u></u>	<u></u>
<u>Social Work Services (525)</u>	<u></u>	<u></u>
<u>Psychological Services (530)</u>	<u>\$85.61</u>	<u>hr.</u>
<u>Behavior Intervention Services (535) – BI Design</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) – BI Implementation</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) – BII (AIDE)</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) – BII (RBT)</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) – Supervision</u>	<u></u>	<u></u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u></u>	<u></u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u></u>	<u></u>
<u>Interpreter Services (715)</u>	<u></u>	<u></u>
<u>Interpreter Services Shift Differential (715)</u>	<u></u>	<u></u>
<u>Audiological Services (720)</u>	<u></u>	<u></u>
<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Braille Transcription (735)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness Preparation (820)</u>	<u></u>	<u></u>
<u>Vocational Assessment, Counseling/Guidance Assessment (830)</u>	<u></u>	<u></u>
<u>Career Awareness (840)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Agency Linkages (referral and placement) (865)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other Services (900) - Music Therapy</u>	<u></u>	<u></u>
<u>Other Services (900) - Vision Therapy</u>	<u></u>	<u></u>
<u>Other Service (900)</u>	<u></u>	<u></u>
<u>Transportation – Emergency</u>	<u></u>	<u></u>
<u>Bus Passes</u>	<u></u>	<u></u>

NOTES:

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency


Authorized Representative Signature

DATE: 9/20/2022

~~Jena Zander, Director of Administration~~
(Type) Name and Title

Elizabeth Reitmeyer,
Managing Director

LEA
Local Educational Agency


Authorized Representative Signature

DATE: _____

Lisa Davis, Assistant Superintendent
(Type) Name and Title

LEA Board Approval

DATE: _____

East County SELPA Nonpublic Master Contract

CHECKLIST

This checklist is not part of the Master Contract Documents. It is intended only to assist the Local Education Agency (LEA) in the completion and approval of the Master Contract process.

Send to SELPA for review Date sent: 9/21/2022

NPS/A Name: Sunbelt Staffing

(NOTE: SELPA review should be completed prior to Board Approval/Full Execution of Contract)

1. Verified NPS/A has agreed upon negotiated rates: ☒ Yes ☐ No (If no, see 3)
2. Rates in the Master Contract reflect the agreed upon rates: ☒ Yes ☐ No (If no, rates need to be corrected)
3. If the NPS/A does not have agreed upon rates:

Verify that the NPS/A is Certified by the CDE: ☐ Yes ☐ No (If no, do not use the Master Contract)

SELPA Review

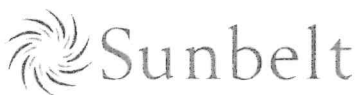
Per the Master Contract Guidelines, the SELPA signature is no longer required on the Contract documents. However, SELPA reviews for content accuracy and completion/review of the rates only. Please submit this Checklist with the Master Contract Documents to the SELPA for final review, prior to LEA Board Approval/Full Execution of Contract.

Heather DiFede

SELPA Signature

9/21/2022

Date



LUSD
Contract #
V2023-053 page 2

Client Assignment Confirmation
Education Division
Addendum A
PID: 196256

Client agrees to pay Sunbelt for hours worked by Consultant on the following terms:

Client Name:	Lakeside Union Elementary		
Client Location:	Lakeside, CA		
Sunbelt Consultant:	Katherine Martino		
Position:	Speech Language Pathologist Assistant		
Assignment Start Date:	09/12/2022	Assignment End Date:	06/14/2023
Bill Rate <i>per Hour</i> :	\$63.86	Overtime Rate <i>per Hour</i> :	\$95.79
Minimum Weekly Hours:	35.00 Weekly hours are based on service date according to published school calendar		
Expenses:	Unless otherwise stated, Bill Rate is inclusive of all expenses.		
Miscellaneous:	-		

Account Executive Information: Brittany Riefler
Brittany.Riefler@sunbeltstaffing.com
813-792-3458

Sales tax will be added to professional fees if required by state law and client is not a tax exempt entity.

Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of one year after the latest date of introduction, referral, or completion of the assignment.

If Sunbelt Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

Option of virtual services will be offered by Sunbelt in lieu of onsite services.

All precautions will be taken by the Client to create a safe and healthy environment.

The Consultant working this assignment is subject to the California Meal and Rest Break Period Laws. Client shall adhere to and enforce the state-mandated meal and rest breaks as defined within California's Wage and Hour Laws.

196256 - Lakeside Union Elementary

Lisa Davis



Lisa Davis

Assistant Superintendent Business
September 09, 2022 19:59 UTC
IP: 209.66.221.90

**Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless Sunbelt is notified of changes by Client within forty-eight (48) hours of client's receipt of this Client Assignment Confirmation.*

Fund	Res.	Goal	Func.	Object	School	Op. Unit
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LAKESIDE UNION SCHOOL DISTRICT

Independent Contractor Agreement

Contract No. V2023-056 PO No. _____

This agreement is hereby entered into between Lakeside Union School District, herein after referred to as "District," and

Children's Occupational Therapy Services Inc.

admin@fitstherapy.com

Contractor Name

Email Address

9565 Waples Street Suite 100

Mailing Address

San Diego

CA

92121

273020442

City

State

Zip Code

Taxpayer ID No.

Herein after referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice, and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services:** Fine Motor assessment
2. **Term.** Contractor shall commence providing services under this Agreement on 9/7/2022, and will diligently perform as required and complete performance by 6/14/2023.
3. **Location:** (Please name site or department) Special Education.
4. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee **not to exceed** \$1900.00 and/or (\$ -)/hr. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the Business Services office.
5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:

N/A

6. **Standard of Performance.** Contractor shall, in good and workmanlike manner, in accordance with the highest professional standards, and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances. Contractor shall, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities and all other means whatsoever, except as herein otherwise expressly specified to be furnished by District, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.
8. **Taxes.** Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
9. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other sources, except that submitted to Contractor by District as a basis for such services.
10. **Confidentiality and Use of Information.**
 - a.) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
 - b.) Contractor shall advise District of any and all materials used, or recommended for use by Contractor to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and, as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.
11. **Audit and Inspection of Records.** At any time during the normal business hours and as often as District may deem necessary during the term of this Agreement and for four (4) years from the date of final payment under this Agreement, Contractor shall make available to District for examination at District's place of

business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

12. **Works for Hire/Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property and cannot be used without District's express written permission. District shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

13. **Termination.**

Termination for Convenience: At any time and without need for cause, the District may terminate this Agreement by delivering written notice of termination to the Contractor. The Contractor shall be deemed to have received written notice either upon actual receipt or five days after the District mails the notice to the address of the Contractor specified in Section 24, whichever occurs first. The termination shall take effect immediately upon receipt of the written notice, unless the notice specifies a later date as the effective date of the termination. As of the effective date of the termination, the Contractor shall cease all work pursuant to this Agreement. The District and the Contractor expressly agree that, in the event of termination for convenience, the District will be required to compensate the Contractor only for services satisfactorily rendered prior to the effective date of termination.

Termination for Cause: At any time it believes it has sufficient cause the District may deliver written notice to the Contractor of the District's intent to terminate this Agreement for cause. The Contractor shall be deemed to have received the written notice either upon actual receipt or five days after the District mails the notice to the address of the Contractor specified in Section 24, whichever occurs first. The written notice shall set forth in reasonable detail the cause(s) underlying the District's intent to terminate this Agreement. Sufficient cause for termination shall include: (a) any material breach of this Agreement by the Contractor, including any failure by Contractor to reasonably perform its obligations pursuant to this Agreement; (b) any act by Contractor exposing the District to liability for, or resulting in District liability for, personal injury or property damage; (c) any act by Contractor exposing the District to liability for, or resulting in District liability for, fraudulent or other wrongful acts; and (d) if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency. This Agreement shall terminate fifteen days after receipt by the Contractor of the written notice, unless Contractor has corrected or eliminated the matters forming the cause(s) for termination and provided evidence thereof satisfactory to the District, or Contractor has made arrangements for the correction or elimination of such matters satisfactory to the District. In the event of such termination for cause, all work and services of the Contractor provided prior to the termination shall be the property of the District, and the District may complete the services required under this Agreement by any other means the District determines reasonable. The Contractor shall be liable for all damages incurred by the District as a result of the Contractor's breach of its obligations pursuant to this Agreement, acts exposing the District to liability, and/or acts resulting in District liability. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14. **Insurance, Indemnification and Hold Harmless.**

- a.) The Contractor shall, at his or her expense, carry adequate insurance to fully protect both the Contractor and the District from any and all claims of any nature for damage to property or for

personal injury including death, which may arise while the Contractor is traveling to or from a work-related location. Such insurance shall be subject to the District's review and approval prior to provisions of the Services described herein.

- b.) To the fullest extent permitted by law, the Contractor shall defend (with counsel reasonably approved by the District), indemnify and hold the District, its officials, officers, agents, employees and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of the Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Contractor's services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.
15. **Worker's Compensation Insurance.** Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Accordingly, Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend, indemnify and hold the District, its officials, officers, agents and employees harmless from such claim.
16. **Fingerprinting Requirements** The District anticipates that the Contractor:
- ☐ will not have contact with any students of the District
- ☐ will have limited contact with students and will be supervised by a District employee at all times.
- ☒ will have contact with students and must comply with the District's standard criminal background checks process pursuant to Education Code Section 45125.1. Contact Director of Human Resources for assistance if needed.
17. **California Labor Code Requirements.**
- a.) The Contractor certifies that it is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" or "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws, if applicable. Contractor shall defend,

indemnify and hold the District, its officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

- b.) If the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). The Contractor shall maintain registration for the duration of this Agreement and require the same of any subcontractors. The services performed under this Agreement may also be subject to compliance monitoring and enforcement by the DIR. It shall be the Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.
18. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
19. **Compliance with Applicable Laws.** The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
20. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
21. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor 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 actually being performed pursuant to this Agreement.
22. **Entire Agreement/Amendment.** This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
23. **Nondiscrimination in Employment.** Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
24. **Non-waiver.** The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
25. **Administrator of Agreement.** This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: Danielle Clark
For Contractor: Mark Wilson/Tia Tan

26. **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: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
27. **Severability.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
28. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
29. **Warranty of Authority.** 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.

This Agreement is entered into this 7 day of September, 2022.

Lakeside Union School District

SCHOOL DISTRICT



Signature of Authorized Agent

Lisa Davis

Typed or Printed Name

Assistant Superintendent

Title

Board Approval Date: _____

Children's Occupational Therapy Services

CONTRACTOR

Signature of Authorized Agent

Mark Wilson

Typed Name

273020442

Social Security or Taxpayer I.D. No.

858.695-.9444

(Area Code) Telephone Number

For District:

Danielle Clark

For Contractor:

Mark Wilson/Tia Tan

26. **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: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
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29. **Warranty of Authority.** 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.

This Agreement is entered into this 7 day of September, 2022.

Lakeside Union School District

SCHOOL DISTRICT

Signature of Authorized Agent

Lisa Davis

Typed or Printed Name

Assistant Superintendent

Title

Board Approval Date: _____

Children's Occupational Therapy Services

CONTRACTOR

Signature of Authorized Agent

Mark Wilson

Typed Name

273020442

Social Security or Taxpayer I.D. No.

858.695-.9444

(Area Code) Telephone Number

Fund	Res.	Goal	Func.	Object	School	Op. Unit
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Lakeside Union School District
Addendum # I2023-010A to Contract # I2023-010

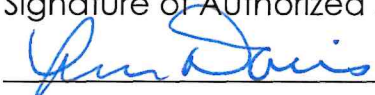
This is an Addendum to the Contract between Lakeside Union School District, and Crystal Bejarano, Psy.D.- Connect4Kids for services to be conducted from September 12, 2022 through June 30, 2023. The previous contract was board approved on July 14, 2022.

May it be known that the undersigned parties agree to make the following changes and or/additions that are outlined below.

Scope of Service Changes or Additions:
Addition of service- Psycho-Ed assessment for IEE

Compensation Changes or Additions:
Add additional not to exceed of \$3710.00

No other terms or conditions of the above mentioned contract shall be changed as a result of this addendum.

<p style="text-align: right;"><u>Connect4Kids Psychological Services</u></p> <p>Lakeside Union School District</p> <p><u>Lisa Davis</u></p> <p>Signature of Authorized Agent</p> <p></p> <p>Title <u>Assistant Superintendent</u></p>	<p style="text-align: right;"><u>Contractor</u></p> <p><u>Crystal Bejarano, PsyD</u></p> <p>Signature of Authorized Agent</p> <p>Crystal Bejarano, Psy.D. <small>Digitally signed by Crystal Bejarano, Psy.D. Date: 2022.09.12 12:40:37 -07'00'</small></p> <p>Title <u>Owner</u></p>
---	--

Board Approval Date:

SERVICE AGREEMENT BETWEEN
SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS
AND
LAKESIDE UNION SCHOOL DISTRICT

LUSD
Contract #
V2023-057

This Agreement is made and entered into by the **Lakeside Union School District** hereinafter referred to as DISTRICT, and San Diego County Superintendent of Schools, hereinafter referred to as SDCSS.

I. Purpose and Scope

The purpose of the proposed partnership is to provide requested leadership coaching support for Lakeside Union School District in developing instructional leaders who advance a vision for high quality teaching and learning and building relation trust among staff with a focus on exploring beliefs and establishing behaviors that advance equity, collaboration, and excellence.

II. SDCSS and DISTRICT responsibilities under this MOU

SDCSS and DISTRICT agrees to undertake the following activities Exhibit A.

III. It is mutually understood and agreed by and between the parties that:

1. Agreement Terms and Conditions

A. The Term of Agreement shall be for the 2022-2023 school year beginning **October 2, 2022** and ending **June 30, 2023**.

B. DISTRICT agrees to pay SDCSS in two payments:

December 5, 2022 in the amount of \$2,500

June 5, 2023 in the amount of \$2,500

C. The amount due for services provided in DISTRICT under the terms of this agreement within 30 days of receipt of invoices. The total cost of agreement shall **not exceed \$5,000**.

2. Cancellation of Agreement

A. This Agreement may be cancelled prior to **June 30, 2023**, upon mutual written agreement between DISTRICT and SDCSS. In the event of cancellation of this Agreement, payment of fees for services provided will be immediately due and payable to SDCSS.

**SDCSS AND LAKESIDE UNION SCHOOL DISTRICT
CONTACT INFORMATION**

Jeff Warshaw
Senior Director
Learning and Leadership Services
San Diego County Office of Education
6401 Linda Vista Road, 321N
San Diego, CA 92111-7399
858-295-8919
jeff.warshaw@sdcoe.net

Lisa Davis
Assistant Superintendent
Business Services
Lakeside Union School District
12335 Woodside Avenue
Lakeside, CA 92040
(619) 390-2600
ldavis@lsusd.net

I. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of **SDCSS and DISTRICT** authorized officials. It shall be in force from October 2, 2022 to June 30, 2023. **SDCSS and DISTRICT** indicates agreement to this MOU by their signatures.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement.

**San Diego County Superintendent
of Schools**

Signature

Michael Simonson, Deputy Superintendent, CBO
Name /Title

Business Services
Department

Date

Lakeside Union School District



Signature

Lisa Davis, Assistant Superintendent
Name /Title

Business Services
Department

Date

Fund	Res.	Goal	Func.	Object	School	Op. Unit
------	------	------	-------	--------	--------	----------

LAKESIDE UNION SCHOOL DISTRICT

Independent Contractor Agreement

Contract No. 12023-015 PO No. _____

This agreement is hereby entered into between Lakeside Union School District, herein after referred to as "District," and

Left Coast Scales, LLC dba LCS-Training	megan@lcs-training.com
Contractor Name	Email Address

1310 Dodson Way
Mailing Address

Riverside	CA	92507	20-3348823
City	State	Zip Code	Taxpayer ID No.

Herein after referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice, and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services:** CALPADS Training
2. **Term.** Contractor shall commence providing services under this Agreement on 9/13/2022, and will diligently perform as required and complete performance by 6/14/2023.
3. **Location:** (Please name site or department) Special Education.
4. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee **not to exceed** \$8956.00 and/or (\$ N/A)/hr. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the Business Services office.
5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:
N/A

6. **Standard of Performance.** Contractor shall, in good and workmanlike manner, in accordance with the highest professional standards, and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances. Contractor shall, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities and all other means whatsoever, except as herein otherwise expressly specified to be furnished by District, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.
8. **Taxes.** Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
9. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other sources, except that submitted to Contractor by District as a basis for such services.
10. **Confidentiality and Use of Information.**
 - a.) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
 - b.) Contractor shall advise District of any and all materials used, or recommended for use by Contractor to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and, as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.
11. **Audit and Inspection of Records.** At any time during the normal business hours and as often as District may deem necessary during the term of this Agreement and for four (4) years from the date of final payment under this Agreement, Contractor shall make available to District for examination at District's place of

business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

12. **Works for Hire/Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property and cannot be used without District's express written permission. District shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

13. **Termination.**

Termination for Convenience: At any time and without need for cause, the District may terminate this Agreement by delivering written notice of termination to the Contractor. The Contractor shall be deemed to have received written notice either upon actual receipt or five days after the District mails the notice to the address of the Contractor specified in Section 24, whichever occurs first. The termination shall take effect immediately upon receipt of the written notice, unless the notice specifies a later date as the effective date of the termination. As of the effective date of the termination, the Contractor shall cease all work pursuant to this Agreement. The District and the Contractor expressly agree that, in the event of termination for convenience, the District will be required to compensate the Contractor only for services satisfactorily rendered prior to the effective date of termination.

Termination for Cause: At any time it believes it has sufficient cause the District may deliver written notice to the Contractor of the District's intent to terminate this Agreement for cause. The Contractor shall be deemed to have received the written notice either upon actual receipt or five days after the District mails the notice to the address of the Contractor specified in Section 24, whichever occurs first. The written notice shall set forth in reasonable detail the cause(s) underlying the District's intent to terminate this Agreement. Sufficient cause for termination shall include: (a) any material breach of this Agreement by the Contractor, including any failure by Contractor to reasonably perform its obligations pursuant to this Agreement; (b) any act by Contractor exposing the District to liability for, or resulting in District liability for, personal injury or property damage; (c) any act by Contractor exposing the District to liability for, or resulting in District liability for, fraudulent or other wrongful acts; and (d) if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency. This Agreement shall terminate fifteen days after receipt by the Contractor of the written notice, unless Contractor has corrected or eliminated the matters forming the cause(s) for termination and provided evidence thereof satisfactory to the District, or Contractor has made arrangements for the correction or elimination of such matters satisfactory to the District. In the event of such termination for cause, all work and services of the Contractor provided prior to the termination shall be the property of the District, and the District may complete the services required under this Agreement by any other means the District determines reasonable. The Contractor shall be liable for all damages incurred by the District as a result of the Contractor's breach of its obligations pursuant to this Agreement, acts exposing the District to liability, and/or acts resulting in District liability. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14. **Insurance, Indemnification and Hold Harmless.**

- a.) The Contractor shall, at his or her expense, carry adequate insurance to fully protect both the Contractor and the District from any and all claims of any nature for damage to property or for

personal injury including death, which may arise while the Contractor is traveling to or from a work-related location. Such insurance shall be subject to the District's review and approval prior to provisions of the Services described herein.

- b.) To the fullest extent permitted by law, the Contractor shall defend (with counsel reasonably approved by the District), indemnify and hold the District, its officials, officers, agents, employees and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of the Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Contractor's services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.

15. **Worker's Compensation Insurance.** Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Accordingly, Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend, indemnify and hold the District, its officials, officers, agents and employees harmless from such claim.

16. **Fingerprinting Requirements** The District anticipates that the Contractor:

- ☒ will not have contact with any students of the District
- ☐ will have limited contact with students and will be supervised by a District employee at all times.
- ☐ will have contact with students and must comply with the District's standard criminal background checks process pursuant to Education Code Section 45125.1. Contact Director of Human Resources for assistance if needed.

17. **California Labor Code Requirements.**

- a.) The Contractor certifies that it is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" or "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws, if applicable. Contractor shall defend,

indemnify and hold the District, its officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

- b.) If the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). The Contractor shall maintain registration for the duration of this Agreement and require the same of any subcontractors. The services performed under this Agreement may also be subject to compliance monitoring and enforcement by the DIR. It shall be the Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

- 18. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
- 19. **Compliance with Applicable Laws.** The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- 20. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
- 21. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor 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 actually being performed pursuant to this Agreement.
- 22. **Entire Agreement/Amendment.** This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
- 23. **Nondiscrimination in Employment.** Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
- 24. **Non-waiver.** The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 25. **Administrator of Agreement.** This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District:

Danielle Clark

For Contractor:

Megan Reeves

26. **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: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
27. **Severability.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
28. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
29. **Warranty of Authority.** 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.

This Agreement is entered into this 13 day of September, 2022.

Lakeside Union School District

SCHOOL DISTRICT



Signature of Authorized Agent

Lisa Davis

Typed or Printed Name

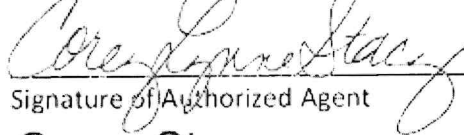
Assistant Superintendent

Title

Board Approval Date: _____

Left Coast Scales, LLC dba LCS-Training

CONTRACTOR



Signature of Authorized Agent

Corey Stacy

Typed Name

20-3348823

Social Security or Taxpayer I.D. No.

(951) 805-3745

(Area Code) Telephone Number



LCS-TRAINING

A Division of Left Coast Scales, LLC

LUSD Contract

12023-015

1310 Dodson Way
Riverside, CA 92507
800-618-0746
951-541-0419

LCS-Training List of Available Options and Pricing 2022-23 School Year July 1, 2022 – June 30, 2023

All selections made, except those selections for Information Support only, will be totaled and evenly billed per month for all the months the contract is written for in the 2022/23 school year. Contracts for Information Support only will be invoiced up front and paid in total upon receipt of the fully articulated contract.

Information Support

SEIS and CALPADS Update Notifications via email	(up to 5 email addresses)		@	\$600 /year	\$0
SEIS Data Technician Meetings – 6 per year	(all 6)		@	\$600 /year	\$0
Total Info Support					\$0

Consulting

Email Q&A	(up to 5 email addresses)		@	\$6,000 /year	\$0
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In -person or virtual meetings for one-on-one Q&A sessions, tackling problematic topics, structuring/restructuring procedures
(Travel costs for in-person is addressed in travel section below.)

Programs

Frequent Check-ins via phone or Zoom (every other week ½ hour)	Virtual	10	@	\$175 /month	\$1,750
Taking a pulse via phone or Zoom (monthly 1 ½ hours each)	Virtual		@	\$262.50 /month	\$0
More in-depth pulse via Zoom or in-person (monthly 3 hours each)	Virtual		@	\$525 /month	\$0
	In-Person		@	\$525 /month	\$0

A la Carte

2-hour meetings via Zoom (as needed)	Virtual	5	@	\$350 /each	\$1,750
½ day meetings via Zoom or in-person (as needed)	Virtual	3	@	\$700 /each	\$2,100
	In-Person preferred	1	@	\$700 /each	\$700
¾ day meetings in-person only (6 hours, as needed)	In-Person	1	@	\$1,050 /each	\$1,050
Full day meetings in-person only (8 hours, as needed)	In-Person		@	\$1,400 /each	\$0
Total Consulting					\$7,350

Training

New Data Technician Onboarding Program – 1 in-person training, monthly ½ day virtual trainings/Q&A, recorded trainings w/assigned quizzes, weekly check-ins for the first 3 months, then moving to as needed.

	@		\$6,000 /each	\$0
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SEIS Trainer of Trainer (TOT) Meetings/Trainings - 4/year and includes Power Points of materials gone over to present to others. Participants must attend the virtual TOT meeting, or access the recording, in order to get access to the materials from each meeting.

	@		\$3,000 /each	\$0
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Except New Data Tech Onboarding and Trainer Meetings/Trainings, all presentations are billed as either ½ day (1 – 3) hours or full day, (4 – 6 hours). If presenting the same material on the same day, trainings will be combined together to be billed at either half day or full day rates depending on the total time presenting. If different presentations are requested on the same date, each will be billed at half day rates.

The presentation rates include the time for preparation of the training and all materials. Travel charges for in person trainings are listed below. All virtual trainings will be recorded by LCS-Training and a copy of the recording can be made available to the client. LCS-Training retains ownership of these recordings.

	Half Day: \$1500 (1 – 3 hours)	Full Day: \$2500 (4 – 6 hours)	Topics are available on training sheet.	
Data Technician Trainings		Half Day	@	\$1,500 /each
		Full Day	@	\$2,500 /each
Provider Trainings		Half Day	@	\$1,500 /each
		Full Day	@	\$2,500 /each
Admin Trainings		Half Day	@	\$1,500 /each
		Full Day	@	\$2,500 /each
Other Trainings		Half Day	@	\$1,500 /each
		Full Day	@	\$2,500 /each
			Total Trainings	\$0.00

Audits and Data Analysis

Audits

Verbal Report w/Data

Written Report w/Recommendations

Data in CALPADS	0	@	\$1,750 /each	@	\$2,750 /each	\$0.00
Compliance Audit (Includes Support with Data Clean Up)		@	\$2,100 /each	@	\$3,100 /each	\$0.00
Data Submissions		@	\$875 /each	@	\$1,875 /each	\$0.00
SEIS Data		@	\$1,400 /each	@	\$2,400 /each	\$0.00

Data Analysis

Fall 1 (includes 1 recheck) Price is per LEA for multiple district SELPAs

EOY 3 & 4 (includes 1 recheck) Price is per LEA for multiple district SELPAs

Other						\$0.00
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If given CALPADS access, deduct \$150/report

Total Audits and Data Analysis

SEIS Admin Support

CALPADS Data Submission Weekly

(includes maintaining DNR Transactions)

@	\$2,100 /month	\$0.00
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Other

@ / \$0.00

Total SEIS Admin Support \$0.00

Travel, Hotel, and Per Diems Travel rates include mileage and travel time in charges. Miles calculated in one-way distance from our Riverside office.

Miles	Zone Charge	Miles	Zone Charge	Miles	Zone Charge	Miles	Zone Charge	Miles	Zone Charge	Miles	Zone Charge
30	\$344.00	60	\$497.00	90	\$650.00	120	\$803.00	150	\$956.00	180	\$1,109.00
240	\$1,415.00	270	\$1,568.00	300	\$1,721.00	330	\$1,874.00			210	\$1,262.00

Zone Charge Zone # 6 in-person meetings/trainings 2 @ \$803.00 /trip \$1,606.00

Depending on the travel distance Zone and the number of hours scheduled on site, some in-person work may require 1 or 2 days of hotel stays.

Each overnight stay will require a per diem charge of \$60.00 per meals and incidentals.

@ /night \$0.00
@ \$60.00 /night \$0.00
Total Travel \$1,606.00

Total Quote

\$8,956.00

LCS-Training Signature:

Corey Lyness Stacy

Date:

9/1/2022

Printed Name:

Corey Stacy

Title:

CEO/Data Specialist

LEA/SELPA Name:

Lakeside Union School District

LEA/SELPA Client Signature:

Lisa Davis

Date:

Printed Name:

Lisa Davis

Title:

Assistant Superintendent

For Admin. Use Only:

Contract Number:

Contract Amount:

Received Fully Signed Contract:

P.O. Number:

Invoicing Instructions:

Effective Dates:



LUSD
Contract #
V2023-043A

Staffing Confirmation Agreement

This Staffing Confirmation Agreement ("Agreement") is entered into on September 14, 2022 by and between **TherapyTravelers** and Lakeside Union Elementary located at 12335 WOODSIDE AVE., LAKESIDE, CA USA (Client) collectively referred to herein as "the Parties." **The Parties agree to the below:**

Therapist Name:	Alyson Glassband, SLP
First Day Details:	<ul style="list-style-type: none"> - Start Time: 8:00 AM - Location Address: District Office, 12335 Woodside Ave. Lakeside CA 92040 - Point of Contact: Meet director first at the District Office. Then meet Director Robyn Bowman at Preschool - Assignment Sites: Preschool
Assignment Dates:	August 26, 2022 TO June 23, 2023
Approved Time Off:	None Discussed
Guaranteed Hours:	37.50
Schedule:	Monday to Friday, 7:30 AM – 3:30 PM w/ 30 minutes unpaid lunch break.
Cancellation Notice:	20 working days
Bill Rate:	\$94.00
Overtime/Holiday Rate:	\$141.00
Mileage Reimbursement:	Billed at current IRS mileage reimbursement rate for all work-related activities

AS of 9/12/2022
additional
2.5 hrs per
week.
Dm

All time over 40 hours in a workweek will be paid at time and one half (1.5) (CA – anything over 8 hours in a day will be paid at time and one half (1.5))

District Name and Address:	Lakeside Union Elementary 12335 WOODSIDE AVE., LAKESIDE, CA USA
District Telephone Number:	(619) 390-2600
District Department Director Name:	Danielle Clark
Estimated Caseload:	The grade levels range from preschool- Jr. High.
Timesheet Approver Email Address and Name:	rbowman@lsusd.net Robyn Bowman

Billing Info:

Billing Address:	12335 Woodside Avenue, Lakeside, CA, 92040
Billing Telephone Number:	619 390 2621
Billing Contact Info:	Jaimi Myers
Billing Email Address:	jmyers@lsusd.net

Supervision/Materials/Equipment: Client will provide appropriate supervision, materials and equipment to therapist.



Cancellation of Services: A minimum 20 working day written cancellation notice whereas the traveler's end date falls on a Friday must be given to TherapyTravelers directly (not the contract employee) for cancellation or early termination of any specific traveler contract, other than termination for cause attributable to TherapyTravelers or the contract employee.

Payment Term: Payment is due in full within thirty (30) days of invoice. Failure to pay will result in Client being responsible for all collections costs, including, but not limited to, attorney's fees and costs.

Conversion Terms: Client acknowledges the Therapist named herein is an employee of TherapyTravelers, with said Therapist having an employment contract with TherapyTravelers. Client agrees it shall not, in any way, interfere with such contract, including, without limitation, hiring the Therapist or directing such Therapist to work for another provider. However, the foregoing shall not apply if Therapist has, through TherapyTravelers, performed/completed work for Client for a period of 2700 hours. If the Therapist has not performed/completed work for the Client in accordance with the aforesaid hour requirement and conditions, and Client interferes with the subject employment contract between TherapyTravelers and Therapist, Client agrees to pay a conversion fee of 35% of the subject Therapist's annual salary (if hourly, then calculated by the hourly rate times 2000 hours) as liquidated damages to TherapyTravelers within 30 days of being invoiced for the same.

Client	Lakeside Union	TherapyTravelers	Signed by:
Name:	Lisa Davis	Name:	Carol Cheney
Print:	Lisa Davis	Print:	Carol Cheney
Title:	Assistant Superintendent	Title:	President
Date:		Date:	9/14/2022 3:05:01 PM PDT

By extending a permanent or travel offer to a candidate that Client has received from TherapyTravelers, Client expressly agrees to the terms and conditions of the start confirmation and the TherapyTravelers Fee Agreement, unless the Parties agree otherwise in writing.



LUSD
Contract #
V2023-058

**Memorandum of Understanding
Between
San Diego Youth Services
And
Lakeside Union School District**

This is a Memorandum of Understanding between **San Diego Youth Services (SDYS)** and **Lakeside Union School District**. While this is not a legally binding document, this Memorandum does indicate a voluntary agreement to strengthen the respective organizations service delivery plans of the aforementioned party and other participating collaborators.

- I. **Purpose:** The purpose of the Memorandum of Understanding is to maintain the effective working relationship established between SDYS and Lakeside Union School District for the purpose of implementing coordinated services. The goal of the service partnership is: "To empower youth to reach their highest potential".
- II. **Term:** This Memorandum of Understanding shall begin on August 1st, 2022 and will extend through June 30th, 2027. Either party can give written notice 30 days in advance of the intent to withdraw from collaboration.
- III. **Description of Participation:**
 - A. **Lakeside Union School District** agrees, per this memorandum, to provide the following:
 1. Designate an individual as a point of contact for the program.
 2. Provide the names and contact information for all youth and their families for which services are to be provided for referral and enrollment of services.
 3. Communicate immediately if problems/concerns arise with students or program implementation.
 4. Provide coordinated input in the development of new programs, services and funding to ensure that growth and expansion of services to children and their families fits into the ongoing aims of the collaboration.
 5. Support prevention strategies of SDYS, community collaborators, and through cross-agency activities of the Collaborative.
 6. Participation in community awareness and mandated reporting.
 7. Provide meeting and program space as available and appropriate.
 8. During COVID-19 pandemic uphold COVID-19 safety precautions as indicated by the Center for Disease Control and Prevention (CDC).
 - B. **San Diego Youth Services** agrees, per this memorandum to provide the following:

1. Provide oversight, facilitation and coordination of the program design, implementation, service delivery, information management, and reporting to ensure that a high caliber of services is maintained.
2. Designate an individual as a point of contact for the program.
3. Provide CAT case management and/or school psycho-educational group services for a minimum of one hour, each week which may include services and intervention(s) like:
 - a. Conduct accurate psycho/social history taking and assessment.
 - b. Assessment for safety issues.
 - c. Obtain multiple perspectives (youth, parents, school, police, counselor, etc.)
 - d. Find out what the family believes they need.
 - e. Understand and acknowledge individual and family strengths.
 - f. Give information on child and adolescent development.
 - g. Give objective feedback on family dynamics.
 - h. Offer training in a strengths-based problem-solving approach.
 - i. Provide encouragement and moral support.
 - j. Provide activities and resources that reinforce family unity and resilience.
 - k. Network youth and families with others for mutual support.
 - l. Provide activities and access to services that reinforce individual and family strengths.
 - m. Provide follow-up information to the family and school contact.
 - n. Provide weekly psych-educational groups to students when requested.
 - o. Provide support with academic engagement and learning via contracted tutoring services and/or by CAT members in support of client weekly plan.
4. Continue efforts to identify additional youth needs and provide additional information to enhance the program's service effectiveness and promote better outcomes for youth.
5. Provide an updated status report upon request.
6. During COVID-19 pandemic uphold COVID-19 safety precautions as indicated by the Center for Disease Control and Prevention (CDC).

IV. **Confidentiality:** The collaborative partner acknowledges that their staff may acquire information from a variety of sources concerning or belonging to SDYS during the term of this Memorandum that is confidential. Such confidential information includes but is not limited to all proprietary information on SDYS, including all information regarding its trade secrets, copyrighted materials, business plans and affairs, research, services, marketing strategies, financial condition, personnel, clients and donors, which has not been disclosed to the public by a duly authorized representative of SDYS. The collaborative partner agrees to maintain the confidentiality of this information. The collaborative partner also agrees that s/he will not directly or indirectly use or disclose any such information during or after the term of this Memorandum by SDYS to any persons or entities, unless such persons or entities are expressly authorized by duly authorized representatives of SDYS to receive such information.

For the purposes of this Memorandum of Understanding, the signature by the collaborative partner on this document and the attached Business Associate Contract (**Attachment A**) ensures that the collaborative partner shall be in full compliance with the applicable Health Insurance Portability and Accountability (HIPAA) regulations, Title 45 of the Code of Federal Regulations. The collaborative partner to SDYS, a

Business Associate of SDYS as defined by HIPAA regulations, shall not use or further disclose protected health information other than as permitted or required by the contract or as required by law.

- V. **Indemnification:** SDYS hereby indemnifies, defends, and holds harmless Lakeside Union School District, 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 SDYS, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

Lakeside Union School District, hereby indemnifies, defends, and holds harmless SDYS, 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 , its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

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

- VI. **Insurance:** San Diego Youth Services shall maintain Public Liability and Property Damage Insurance to protect them and the Lakeside Union School District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.


Amounts of Insurance:

Commercial General Liability	\$1,000,000 per occurrence
Auto Liability for owned and non-owned vehicles	\$1,000,000 per occurrence
Umbrella Liability	\$4,000,000 per occurrence


Workers Compensation will be in conformance with the laws of State of California and applicable federal laws. The Lakeside Union School District shall file, with the Agency,

Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **Lakeside Union School District** as an additional insured.

- VII. **Value of Services:** No Money is transferred. The value of staff time provided by San Diego Youth Services is approximately \$ 2,000.
- VIII. **Termination:** This Memorandum of Understanding may be terminated for any reason by giving 30 days written notice.


~~Dr. Patricia Fernandez~~ **Lisa Davis**
~~Student Support Coordinator~~ **Assist. Supt.**
Lakeside Union School District

Date


Walter Philips
Chief Executive Officer
San Diego Youth Services

8/25/2022

Date

Attachment A

Business Associate Contract

Covered Entity: San Diego Youth Services (SDYS)

Funding Source: County of San Diego, Probation Department Contract No 565892 Community Assessment Team

SDYS has executed contract no. 565892 with SBCS Corporation funded by County Of San Diego Probation Department to keep youth from entering and/or re-entering the juvenile justice system by providing prevention and early intervention services, and specialized diversion services focused on positive support to school-age youth (age 6-18) who demonstrate at-risk behavior and experiences negative environmental factors that could lead to juvenile justice system involvement and escalation.

Business Associate: Consultant is **Lakeside Union School District**

The terms and conditions of this Business Associate Contract are an integral part of that certain Consultant Agreement (the "Agreement") between SDYS and Consultant. The purpose of this Business Associate Contract is to ensure that Consultant is in full compliance with the applicable Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164. These provisions shall hereafter be collectively referred to as "HIPAA."

Definition of Terms

Covered Entity. "Covered Entity" shall mean SDYS designated as the full agency subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 CFR Part 160 and Part 164, Subparts A and E, and those components of SDYS designated as Business Associates of other entities subject to the Standards for Privacy of Individually Identifiable Health Information.

Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.

Individual. "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Required By Law. "Required by Law" shall have the same meaning as the term "required by law" in Section 164.501.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

"Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of County PHI, or interference with system operations in an information system that processes, maintains or stores County PHI.

"Unsecured PHI" shall have the meaning given to such term under HIPAA and, 42 U.S.C., section 17932(h), and any guidance issued pursuant to such regulations.

Obligations & Activities of Business Associate

Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by the Agreement.

Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirement of this Agreement.

Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the Agreement.

~~Business Associate agrees to ensure that any agent, including a consultant, to whom it provides~~ Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through the Agreement to Business Associate with respect to such information.

Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.

Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with the terms of the Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Consultant shall use the forms and processes developed by SDYS for this purpose and shall respond to all requests for access to records requested by SDYS within forty-eight (48) hours of receipt of request by producing records or verifying there are none.

Amendment of SDYS PHI. Consultant shall make any required amendment(s) to SDYS PHI that were requested by an Individual, in accordance with HIPAA. Consultant additionally shall make any amendments to SDYS PHI as SDYS directs or agrees to make pursuant to section 164.526. These amendments shall be made in the time and manner designated by SDYS, and in no more than twenty (20) days.

Documentation of Disclosures. Consultant shall document disclosures of SDYS PHI, respond to a request by an Individual for an accounting of disclosures of SDYS PHI, and make these disclosures available to SDYS or to an Individual at SDYS's request, in accordance with HIPAA, including but not limited to sections 164.528, and 42 USC section 17935, and in the time and manner designated by SDYS.

If Consultant maintains electronic health records as of January 2009, Consultant shall provide an accounting of disclosures including those for Treatment, Payment, and Healthcare Operations (TPO), effective January 2014. If Consultant acquires electronic health records for SDYS after January 1, 2009, Consultant shall provide an accounting of disclosures, including those for TPO, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later.

The electronic accounting of disclosures shall include the three (3) years prior to the request for an accounting. Consultant shall provide to SDYS or an Individual, in the time and manner designated by SDYS, but no more than sixty (60) calendar days, accounting of disclosures necessary to meet requirements in section 164.528.

Permitted Uses and Disclosures by Business Associate

General Use and Disclosure Provisions:

Except as otherwise limited in the Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

Specific Use and Disclosure Provisions:

Except as otherwise limited in the Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

Except as otherwise limited in the Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurance from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which they are aware the confidentiality of the information has been breached.

Except as otherwise limited in the Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

Prohibited Uses and Disclosures

Consultant shall not disclose SDYS PHI to a health plan for payment or health care operations purposes if SDYS PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the Individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and HIPAA.

Consultant shall not directly or indirectly receive remuneration in exchange for SDYS PHI, except with the prior written consent of SDYS and as permitted by 42 U.S.C. section 17935(d)(2).

Safeguards

Consultant shall comply with HIPAA regarding any and all operations conducted on behalf of SDYS under this Contract and shall use appropriate safeguards that comply with HIPAA to prevent the unauthorized use or disclosure of SDYS PHI.

Consultant shall develop and maintain a written information privacy and security program that complies with HIPAA, and that includes administrative, physical, and technical safeguards appropriate to the size and complexity of the Consultant's operations and the nature and scope of its activities.

Security.

Consultant shall ensure the continuous security of all computerized data systems and paper documents containing SDYS PHI. These steps shall include, at a minimum:

Comply with all Standards put forth in Article 14.3, Data Security Requirements (also referenced below in section 8);

Achieve and maintain compliance with HIPAA; and

Provide a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies

Obligations of Covered Entity

Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice. These privacy practices are available on SDYS's web site at **www.SDYOUTHSERVICES.org**.

Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522.

Reporting of Unauthorized Use or Disclosure. Consultant shall implement reasonable systems for the discovery of and prompt reporting to SDYS of any use or disclosure, or suspected use or disclosure, of SDYS PHI not provided for by the Contract and/or any transmission of unsecured SDYS PHI, and to take the following steps.

Reports to COR and APO. Consultant shall provide all reports of Unauthorized Uses or Disclosures to SDYS, in order for SDYS to simultaneously report to the County of San Diego's Contracting Officer's Representative and Agency Privacy Officer.

Initial Report. Consultant shall notify SDYS immediately by telephone call plus email upon the discovery of a breach of unsecured SDYS PHI in electronic media or in any other media if SDYS PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon the discovery of a suspected security incident that involves data provided to SDYS by the Social Security Administration.

Consultant shall notify SDYS by email within twenty-four (24) hours of the discovery of any suspected security incident or breach of SDYS PHI in violation of this BAA, or potential loss of confidential data affecting this BAA.

A suspected security incident or breach shall be treated as discovered by Consultant as of the first day the breach or security incident is known, even if it is not confirmed, or by exercising reasonable diligence would have known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Consultant.

Reporting shall additionally include emailing of the "SDYS Privacy Incident Report" and/or "County of San Diego Privacy Incident Report" form within twenty-four (24) hours of any above incident, to include all information known at the time of the notification. Consultant shall use the most current version of this form, which is posted on San Diego County's website, **www.cosd.compliance.org**.

Corrective Action. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of SDYS PHI, Consultant shall take

prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

Investigation and Investigation Report. Consultant shall immediately investigate such security incident, breach, or unauthorized access, use or disclosure of SDYS PHI. Within seventy-two (72) hours of the discovery, Consultant shall submit an updated "SDYS Privacy Incident Report."

Complete Report. Consultant shall provide a complete report of the investigation within five (5) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on SDYS's "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA and applicable state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If County requests information in addition to that listed on the "Privacy Incident Report" form, Consultant shall make reasonable efforts to provide SDYS with such information. SDYS will review and approve the determination of whether a breach occurred, Individual notifications are required, and the corrective action plan is adequate.

Responsibilities for Notification of Breaches. If SDYS determines that the cause of a breach of SDYS PHI is attributable to Consultant or its subcontractors, agents or vendors, Consultant shall notify individuals of the breach or unauthorized use or disclosure when notification is required under Federal or State law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirements that:

Notifications be made to Individuals without unreasonable delay and in no event later than sixty (60) calendar days from the date the breach was discovered. SDYS shall approve the time, manner and content of any such notifications before notifications are made.

Notifications be made to media outlets and to the Secretary, if a breach of unsecured SDYS PHI involves more than five-hundred (500) residents of the State of California or its jurisdiction. SDYS shall approve the time, manner and content of any such notifications before notifications are made.

Designation of Individuals.

Consultant shall designate a Privacy Officer to oversee its data privacy program who shall be responsible for carrying out the requirements of this section and for communicating on Privacy matters with SDYS.

Consultant shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on Security matters with SDYS.

In accordance with section 164.504(e)(1)(ii), upon Consultant's knowledge of a material breach or violation by its subcontractor of the agreement between Consultant and the subcontractor, Consultant shall:

Provide an opportunity for the subcontractor to end the violation and terminate the agreement if the subcontractor does not end the violation within the time specified by SDYS; or

Immediately terminate the agreement if the subcontractor has violated a material term of the agreement and cure is not possible.

Data Security Requirements: Consultant shall ensure the continuous security of all computerized data systems and paper documents containing SDYS PHI and/or SDYS PII/PI. These steps shall include, at a minimum:

Personnel Controls. Consultant shall ensure: all workforce members who assist in the performance of functions or activities on behalf of SDYS, or access or disclose SDYS PHI and/or SDYS PII/PI, shall:

Have undergone a thorough Consultant background check, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security, privacy, or integrity of SDYS PHI and/or SDYS PII/PI, prior to the workforce member obtaining access to SDYS PHI and/or SDYS PII/PI. The Consultant shall retain each workforce member's Consultant background check documentation for a period of three (3) years following contract termination.

Complete privacy and security training, at least annually, at Consultant's expense. Each workforce member who receives information privacy and security training shall sign a certification, indicating the workforce member's name and the date on which the training was completed. These certifications shall be retained for a period of six (6) years following contract termination, and shall be available to SDYS upon request. Sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the workforce member prior to access to SDYS PHI and/or SDYS PII /PI and shall be renewed annually. The Consultant shall retain each person's written confidentiality statement for SDYS inspection for a period of six (6) years following contract termination.

Be appropriately sanctioned if they fail to comply with security and privacy policies and procedures, including termination of employment when appropriate.

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. SDYS 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 SDYS upon completion of this Agreement.

Physical Security Controls. Consultant shall safeguard SDYS PHI and/or SDYS PII/PI from loss, theft, inadvertent disclosure, and therefore shall:

Ensure SDYS PHI and/or SDYS PII/PI is used and stored in an area that is physically safe from access by unauthorized persons during both working hours and nonworking hours;

Secure all areas of Consultant facilities where Consultant workers use or disclose SDYS PHI and/or SDYS PII/PI. The Consultant shall ensure that these secured areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or other access authorization, and access to premises is by official identification;

Issue workers who assist in the administration of SDYS PHI and/or SDYS PII/PI identification badges and require workers to wear badges at facilities where SDYS PHI and/or SDYS PII/PI is stored or used;

Ensure each location where SDYS PHI and/or SDYS PII/PI is used or stored has procedures and controls that ensure an individual whose access to the facility is terminated:

Is promptly escorted from the facility by an authorized employee; and

Immediately has their access revoked to any and all SDYS PHI and/or SDYS PII/PI.

Ensure there are security guards or a monitored alarm system twenty-four (24) hours a day, seven (7) days a week at facilities where SDYS PHI and/or SDYS PII/PI is stored;

Ensure data centers with servers, data storage devices, and critical network infrastructure involved in the use or storage of SDYS PHI and/or SDYS PII/PI have perimeter security and access controls that limit access to only authorized Information Technology Staff. Visitors to the data center area must be escorted by authorized IT staff at all times;

Store paper records with SDYS PHI and/or SDYS PII/PI in locked spaces in any facilities that are multi-use, meaning that there are SDYS PHI and/or SDYS PII/PI functions and Consultant functions in one building in work areas that are not securely segregated. The Consultant shall have policies that state workers shall not leave records with SDYS PHI and/or SDYS PII/PI unattended at any time in cars or airplanes and shall not check SDYS PHI and/or SDYS PII/PI on commercial flights; and

Use all reasonable means to prevent non-authorized personnel and visitors from having access to, control of, or viewing SDYS PHI and/or SDYS PII/PI.

Technical Controls. Consultant shall ensure:

All workstations, copiers, and laptops that process and/or store SDYS PHI and/or SDYS PII/PI shall:

Be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution shall be full disk; and

Install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

Have critical security patches applied, with system reboot if necessary. There shall be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. All applicable patches shall be installed within thirty (30) days of vendor release.

All servers containing unencrypted SDYS PHI and/or SDYS PII/PI shall have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

Only the minimum necessary amount of SDYS PHI and/or SDYS PII/PI required to perform necessary business functions may be copied, downloaded, or exported.

All electronic files that contain SDYS PHI and/or SDYS PII/PI shall be encrypted when stored on any removable media or portable device (i.e. flash drives, cameras, mobile phones, CD/DVD, backup media, etc). Encryption shall be a FIPS 140-2 certified algorithm, which is 128bit or higher, such as AES.

All users shall be issued a unique user name for accessing SDYS PHI and/or SDYS PII/PI. Username shall be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within twenty-four (24) hours.

Passwords shall be:

- At least eight characters;

- A non-dictionary word;

- Changed at least every ninety (90) days;

- Changed immediately if revealed or compromised; and

- Composed of characters from at least three of the following four groups from the standard keyboard

 - Upper case letters (A-Z)

 - Lower case letters (a-z)

 - Arabic numerals (0-9)

 - Non-alphanumeric characters (punctuation symbols)

- Passwords shall not be shared and shall not be stored in readable format on the computer.

Appropriate management control and oversight, in conjunction with SDYS of the function of authorizing individual user access to SDYS PHI and/or SDYS PII/PI and over the process of maintaining access controls numbers and passwords.

When no longer needed, all SDYS PHI and/or SDYS PII/PI shall be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88.

All systems providing access to, transport of, or storage of SDYS PHI and/or SDYS PII/PI shall:

Provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

Display a warning banner stating that data is confidential systems are logged and system use is for business purposes only by authorized users. Users must be directed to log off the system if they do not agree with these requirements.

Maintain an automated audit trail that identifies the user or system process which initiates a request for SDYS PHI and/or SDYS PII/PI, or which alters SDYS PHI and/or SDYS PII/PI. The audit trail shall be date and time stamped, shall log both successful and failed accesses, shall be read only, and shall be restricted to authorized users. If SDYS PHI and/or SDYS PII/PI is stored in a database, database logging functionality shall be enabled. Audit trail data shall be archived for at least three (3) years after occurrence, and shall be available to SDYS upon request.

Use role based access controls for all users, enforcing the principle of least privilege.

Be protected by a comprehensive intrusion detection and prevention solution if they are accessible via the internet.

All data transmissions of SDYS PHI and/or SDYS PII/PI outside the secure internal network shall be encrypted using a FIPS 140-2 certified algorithm which is 128-bit or higher, such as AES. Encryption can be end-to-end at the network level, or the data files containing SDYS PHI and/or SDYS PII/PI can be encrypted. This requirement pertains to any type of SDYS PHI/PI in motion such as website access, file transfer, and E-Mail.

Audit Controls. Consultant shall ensure:

All systems processing and/or storing SDYS PHI and/or SDYS PII/PI shall have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

All systems processing and/or storing SDYS PHI and/or SDYS PII/PI shall have a routine procedure in place to review system logs for unauthorized access.

All systems processing and/or storing SDYS PHI and/or SDYS PII/PI shall have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

Investigate anomalies in usage of SDYS PHI and/or SDYS PII/PI identified by SDYS and report conclusions of such investigations and remediations to SDYS.

Business Continuity / Disaster Recovery Controls

Consultant shall establish a documented plan to enable continuation of critical business processes and protection of the security of electronic SDYS PHI and/or SDYS PII/PI in the event of an emergency. Emergency means any circumstance or situation that causes normal

computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

Consultant shall ensure Data Centers with servers, data storage devices, and critical network infrastructure involved in the use or storage of SDYS PHI or PII/PI, must include sufficient environmental protection such as cooling, power, fire prevention, detection, and suppression.

Consultant shall have established documented procedures to backup SDYS PHI and/or SDYS PII/PI to maintain retrievable exact copies of SDYS PHI and/or SDYS PII/PI. The plan shall include a regular schedule for making backups, storing backup's offsite, an inventory of backup media, and an estimate of the amount of time needed to restore SDYS PHI and/or SDYS PII/PI should it be lost. At a minimum, the schedule shall be a weekly full backup and monthly offsite storage of SDYS data.

Paper Document Controls. Consultant shall ensure:

SDYS PHI and/or SDYS PII/PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or separate office inside a larger office. Unattended means that information is not being observed by an employee authorized to access the information. SDYS PHI and/or SDYS PII/PI in paper form shall not be left unattended at any time in vehicles and shall not be checked in baggage during commercial flights.

Visitors to areas where SDYS PHI and/or SDYS PII/PI are contained shall be escorted and SDYS PHI and/or SDYS PII/PI shall be kept out of sight while visitors are in the area.

SDYS PHI and/or SDYS PII/PI shall be disposed of through confidential means, such as cross cut shredding and pulverizing.

SDYS PHI and/or SDYS PII/PI shall not be removed from the premises of the Consultant except for identified routine business purposes or with express written permission of SDYS.

Faxes containing SDYS PHI and/or SDYS PII/PI shall not be left unattended and fax machines shall be in secure areas. Fax cover sheets shall contain a confidentiality statement instructing persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

Mailings of SDYS PHI and/or SDYS PII/PI shall be sealed and secured from damage or inappropriate viewing of SDYS PHI and/or SDYS PII/PI to the extent possible. Mailings which include 500 or more individually identifiable records of SDYS PHI and/or SDYS PII/PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of SDYS's HHS Privacy Officer to use another method is obtained.

Consultant shall mitigate, to the extent practicable, any harmful effect that is known to Consultant of a use or disclosure of SDYS PHI and/or SDYS PII/PI by Consultant or its agents, including a subcontractor, and/or in violation of the requirements of this Agreement.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

Return of Information

Upon cancellation, termination or expiration of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Consultants or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the same confidentiality protections to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Miscellaneous

Regulatory References. A reference to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

Amendment. The parties agree to take such action as is necessary to amend this Attachment A from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

Survival. The respective rights and obligations of Covered Entity and Business Associate under this Attachment A shall survive the termination of the Agreement.

Interpretation. Any ambiguity in this Attachment A shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

LUSD
Contract #
✓2023-059

2022-2023
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 C: ROOM AND BOARD

Directions:

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract
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LEA: Lakeside Union School District

Nonpublic: ABA Education Foundation

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This contract ("Master Contract") is entered into by and between Lakeside Union School District ("LEA") and ABA Education Foundation ("CONTRACTOR") (collectively "Parties") pursuant to California Education Code section 56366 and California Code of Regulations section 5 CCR 3062 for the provision of special education and/or related services for 2022-2023 academic year.

SECTION 1: TERM

The term of this Master Contract shall be for the period of July 1, 2022, to June 30, 2023. The Parties agree to use their best efforts during the term of this Master Contract to negotiate a successor agreement prior to its expiration. If the Parties execute this contract after July 1, 2022, then the provisions of this Master Contract shall be retroactive to the beginning of the Master Contract Term (July 1, 2022), to cover services provided by CONTRACTOR to LEA pupils, unless otherwise mutually agreed upon by both parties.

SECTION 2: CONTRACT DOCUMENTS

The documents that make up the Master Contract shall include this Main Document and Appendices A (Schools), B (Agencies), and C (Room and Board), as applicable.

SECTION 3: SERVICES PROVIDED TO PUPILS

3.1 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement ("ISA") for each pupil for whom the LEA requests and CONTRACTOR agrees to provide special education and/or related services. The LEA is responsible for completing each pupil's ISA. The ISA for each such pupil shall identify the services to be provided to the pupil pursuant to the pupil's Individualized Education Program ("IEP") or Individualized Family Service Plan ("IFSP") and the provider of each service identified therein. It is understood that this Master Contract does not commit the CONTRACTOR to provide special education and/or related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit.

3.2 INTERIM WRITTEN APPROVAL

The LEA may provide interim written approval for CONTRACTOR to provide services to a pupil pending completion of an ISA and Master Contract. The interim written approval may be for a maximum period of one hundred and eighty (180) days, beginning with the anticipated pupil start date. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred and eighty (180) day period, the LEA or the CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, until such time as there is a change in placement or subsequent execution of an Individual Services Agreement and Master Contract.

3.3 SERVICES TO BE PROVIDED UNDER ISA OR INTERIM WRITTEN APPROVAL

The ISA and any interim written approval shall require Contractor to provide all special education and related services to pupil specified IEP or IFSP, as applicable, for the time specified in the IEP or IFSP unless otherwise specified therein. Changes to a pupil's educational program, including instruction, services, or instructional setting provided under this Master Contract and the ISA for that pupil, may only be made on the basis of revisions to the pupil's IEP or IFSP. In no case may Contractor expel or exit a pupil placed with Contractor except as provided under Section 11 of this Master Contract.

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3.4 MODIFICATIONS TO IEP/IFSP

3.4.1 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, in which case the LEA shall convene an IEP meeting within 30 days of said notice.

3.4.2 In the event CONTRACTOR believes a pupil requires something other than what is specified in the ISA, Contractor shall immediately notify the LEA.

3.4.3 CONTRACTOR, including the pupil's then-present teacher, shall participate in all IEP/ISFP meetings for such time as the ISA remains in force and effect. If LEA or CONTRACTOR will be recommending significant changes to the pupil's program, placement or services, the LEA's assigned Case Manager and CONTRACTOR'S representatives shall discuss such recommendations prior to the IEP/IFSP meeting.

3.4.4 Any changes to the pupil's IEP or IFSP shall be incorporated into the ISA for that pupil via written amendment.

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

3.5 ASSESSMENTS AND EVALUATIONS

If CONTRACTOR receives a parent request for evaluation or assessment of a pupil, CONTRACTOR shall advise the parent to submit the request in writing to the LEA. 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.

3.6 TRANSPORTATION

Transportation, where specified to be provided to a pupil in the ISA, may only be provided directly by the LEA or by a subcontractor engaged by CONTRACTOR for such purpose. Where the ISA specifies transportation is to be provided by CONTRACTOR, CONTRACTOR shall have in place a transportation safety plan that prescribes procedures to ensure safe transport of pupils including, adequate supervision during the transport and with staff trained in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs.

In the event that the CONTRACTOR provides unscheduled transportation for pupils to or from school (due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and LEA), the transportation rate for such unscheduled transportation services will be at rates to be agreed upon by LEA and the CONTRACTOR.

3.7 BEHAVIORAL INTERVENTION

CONTRACTOR shall comply with all laws applicable to serving pupils with behavioral needs, including but not limited to, laws governing the use of emergency interventions, required reporting, referral, assessment, and modification of the applicable behavioral intervention plan, IEP and/or IFSP, as applicable.

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3.8 PUPIL DISCIPLINE

3.8.1 CONTRACTOR shall maintain and abide by a written policy for pupil discipline that is consistent with state and federal law.

3.8.2 CONTRACTOR shall provide pupils who exhibit serious behavioral challenges timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

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

3.8.4 CONTRACTOR shall immediately submit a written discipline report to the LEA if CONTRACTOR seeks to remove a pupil from his/her current educational placement for disciplinary reasons. The written discipline report shall include, but not be limited to: the pupil's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. Upon receipt, LEA will schedule an IEP meeting and/or manifestation determination review.

3.9 QUARANTINE OF PUPILS

Where a pupil is required to quarantine due to a Public Health Order, or applicable federal, state or local public health guidance, CONTRACTOR will notify the LEA immediately of the pupil's quarantine (as used in this Master Contract, "immediately" shall mean within one business day of CONTRACTOR'S actual knowledge.). So long as the CDE or other regulatory body institutes or provides remote learning or independent study guidance which allows for LEA to obtain ADA funding applicable during such quarantine, CONTRACTOR shall provide services accordingly. In such instances where CONTRACTOR is continuing to deliver such services during quarantine which complies with any remote learning or independent study funding requirements, and provides the services outlined in the pupil's IEP, the pupil will not be deemed absent under the terms of the Master Contract and payment for services will not be withheld by the LEA.

SECTION 4: LEA OVERSIGHT

4.1 INITIAL VISIT PRIOR TO PLACEMENT

If the LEA does not already have a pupil placed at CONTRACTOR'S nonpublic school, the LEA shall be entitled to schedule and conduct, at a minimum, one onsite visit to CONTRACTOR'S nonpublic school prior to placement of any pupil at said school.

4.2 ANNUAL VISIT

The LEA shall be entitled to schedule and conduct, at a minimum, one onsite monitoring visit each year during which the LEA has a pupil attending CONTRACTOR'S nonpublic school. The monitoring visit shall include, but shall not be limited to, a review of services provided to the pupil through the ISA, a review of the progress the pupil is making towards the goals set forth in the pupil's IEP, a review of the progress the pupil is making towards the goals set forth in the pupil's behavioral intervention program, if any, an observation of the pupil during instruction and a walkthrough of the facility, and CONTRACTOR'S compliance with the state and federal related special education mandates.

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4.3 UNANNOUNCED VISITS

LEA, SELPA and/or their designee(s) shall be entitled to make unannounced visits.

4.4 EVALUATION OF PUPIL PROGRESS

LEA will conduct evaluation of pupil progress in accordance with applicable law, as follows:

4.4.1 Evaluate the educational progress of each pupil placed in a nonpublic, nonsectarian school, including all state assessment results pursuant to the requirements of Section 52052.

4.4.2 Consider whether or not the needs of the pupil continue to be best met at the nonpublic, nonsectarian school and whether changes to the individualized education program of the pupil are necessary, including whether the pupil may be transitioned to a public school setting. This consideration shall be made at the meeting required by subdivision (d) of Section 56343 of the California Education Code.

4.4.3 Ensure the nonpublic, nonsectarian school or agency provides all services in each IEP unless the ISA for that pupil provides otherwise.

4.4.4 CONTRACTOR shall have written procedures in place for measuring pupil's progress on goals identified in the pupil's IEP or IFSP and shall provide written progress to parents and the LEA in accordance with applicable law.

4.4.5 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.

SECTION 5: NONPUBLIC CERTIFICATION

CONTRACTOR is required to obtain and keep current any and all certifications required to provide such special education and related services to pupils as are required by the ISA of each pupil CONTRACTOR enrolls per this Master Contract. 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. However, such nullification shall not affect LEA's obligations to pay for services provided by CONTRACTOR while validly certified. Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto.

SECTION 6: PERSONNEL

6.1 REQUIRED CREDENTIALS, LICENSE AND/OR OTHER QUALIFICATIONS

CONTRACTOR shall assign only appropriately qualified personnel to provide contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement, including appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations. All non-credentialed teachers and non-licensed service providers shall be required to obtain a waiver. 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.

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6.2 VERIFICATION OF CREDENTIALS

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

6.3 TRAINING

CONTRACTOR shall be responsible for all training necessary to provide appropriate services per IEP/IFSP, including training in implementing Behavior Intervention Plan(s) as applicable.

6.4 STAFF TO PUPIL RATIOS

Staff to pupil ratios for any given pupil shall be as specified in the pupil's ISA.

6.5 FINGERPRINTING AND TUBERCULOSIS TESTING

CONTRACTOR shall ensure that employee background checks and tuberculosis screenings are conducted in accordance with state and federal law and shall maintain a record of same. Upon Request by LEA, CONTRACTOR shall provide to LEA its verification documents provided to the CDE.

6.6 ACKNOWLEDGMENT OF MANDATED REPORTER OBLIGATIONS

CONTRACTOR shall provide such training as is required under California law regarding child abuse reporting and shall maintain signed statements from all personnel acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

SECTION 7: COMPENSATION

CONTRACTOR shall be paid in accordance with the terms set forth in Appendix A, B and/or C, as applicable.

SECTION 8: BILLING AND PAYMENT

8.1 INVOICES

CONTRACTOR shall submit invoices monthly 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. Invoices should clearly reflect rates set forth in Appendix A, B &/or C, as applicable for services provided in accordance with the applicable ISA or interim written approval. Any related mental health services should be billed by the CONTRACTOR in a separate invoice.

8.2 LATE INVOICES

If LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, unless LEA has agreed to an extension of time for

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CONTRACTOR to submit the invoice. An invoice shall be deemed received on the confirmed date of receipt by LEA.

8.3 PAYMENT

LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice. Payment shall reference the invoice number or date and shall be in the amount of the invoice unless LEA has issued a Notice of Withholding pursuant to Section 8.5. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the Individual Services Agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements.

8.4 LATE PAYMENT

If the payment by LEA is not postmarked within forty-five (45) days of the receipt of the invoice, LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid. Such interest shall be calculated beginning day forty-six (46) from receipt of the invoice in accordance with standard accounting procedures.

8.5 RIGHT TO WITHHOLD

LEA shall be entitled to withhold payment to CONTRACTOR, only if LEA notifies CONTRACTOR within 10 days of receipt of CONTRACTOR'S invoice, that LEA has reliable evidence, which shall be described in writing to Contractor in the notice of withholding of any of the following:

8.5.1 Service is provided to one or more pupils by personnel who are not appropriately credentialed/licensed;

8.5.2 Records required by LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR'S educational program have not been received;

8.5.3 CONTRACTOR confirms a pupil's change of residence to another district and fails to notify LEA within five (5) days thereof;

8.5.4 CONTRACTOR fails to notify LEA within five (5) days after the 10th consecutive school day of a pupil's absence.

Nothing in this Section waives the LEA's right to later seek reimbursement for CONTRACTOR's actual failure to comply with the requirements outlined in subsections 8.5.1; 8.5.2; 8.5.3; or 8.5.4 of this section, provided however, that LEA may not seek any such reimbursement after 90 days from the end of the operative Master Contract term.

8.6 CALCULATION OF WITHHOLDING

If the basis for withholding is subsection 8.5.1 of this section, the amount withheld by LEA shall be limited to payment for services provided by the relevant personnel. If the basis of the withholding is 8.5.2 to 8.5.4 of this section, LEA shall withhold a proportionate amount for services provided to that pupil.

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8.7 OPPORTUNITY TO CURE

CONTRACTOR shall have ten business days from receipt of LEA's notice of withholding to take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding. Upon request and a showing of good cause, LEA shall extend that time by an additional ten (10) business days. Upon verification of remediation of identified deficiencies and receipt of rebilling, LEA shall pay the resubmitted invoice in accordance with section 8.3, above. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within forty-five (45) calendar days of the notice of withholding, the withheld amount shall be forfeited.

8.8 SERVICES PROVIDED FOLLOWING EXPIRATION OF THE MASTER CONTRACT

In the event that a successor Master Contract is not agreed upon prior to the expiration of this Master Contract, and CONTRACTOR continues to provide services to LEA'S pupils, LEA shall make payment to CONTRACTOR in accordance with the rates set forth in Appendix A, B or C, as applicable, pending the agreement on a successor Master Contract.

8.9 MEDI-CAL REIMBURSEMENT

CONTRACTOR shall provide to LEA, upon request, documentation of all services which may be reimbursable by Medi-Cal. LEA shall have the sole right to submit claims for reimbursement to Medi-Cal, including through the LEA Billing Option Program.

SECTION 9: RECORDKEEPING AND REPORTING

9.1 ACCESS TO PUPIL RECORDS

CONTRACTOR shall provide LEA and/or parent upon request copies of all requested records pertaining to any pupil assigned by LEA to Contractor within the time required by law for the provision of such pupil records. Notwithstanding this provision, LEA shall remain the custodian of the pupil's records pursuant to Education Code Section 49062.

9.2 PUPIL DATA REPORTING

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

9.3 PUPIL INJURY REPORTING

CONTRACTOR shall prepare a written report and provide such report to the LEA case manager no later than the end of the following day when a pupil suffers an injury requiring medical attention.

9.4 ANNUAL REPORTING

CONTRACTOR shall provide copies of all pupil records on an annual basis including, but not limited to, current transcripts, IEP/IFSPs and results of performance testing and all information required for compliance with federal and state data reporting requirements. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

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9.5 TRANSFER OF PUPIL RECORDS UPON SCHOOL CLOSURE OR DISENROLLMENT

Upon school closure or disenrollment of a pupil CONTRACTOR shall immediately transfer to LEA all "pupil records" under state or federal law. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

9.6 CONTRACTOR REPORTING

CONTRACTOR shall be responsible for all reporting required by state or federal law including, but not limited to, child abuse reporting, reporting of missing pupils, pupil injury reporting, and shall retain all records pertaining to training and acknowledgment of duties pertaining to required reporting.

9.7 FISCAL RECORDS

CONTRACTOR agrees to maintain operations in a manner consistent with law, regulations, safety, and good practice and shall maintain records in sufficient detail to verify its billed services to LEA. CONTRACTOR shall provide access to, or forward copies of, documents relating to services provided under this Master Contract to LEA within twenty (20) days upon reasonable request, except as otherwise required by law. 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; Such records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit upon LEA request.

9.8 AUDIT EXCEPTIONS

CONTRACTOR shall be responsible to receive, reply to, and/or comply with any audit exceptions identified by appropriate LEA personnel, consultants or state or federal audit agencies occurring as a result of CONTRACTOR'S performance of this contract. Upon being notified of any financial penalties by or assessed against the LEA attributable to the CONTRACTOR for failure to properly perform any of its obligations under this contract, the CONTRACTOR shall pay LEA within thirty (30) days, unless contested by CONTRACTOR. After resolution of CONTRACTOR's contention, any remaining funds owed to the LEA shall be paid within thirty (30) days. Any, and all audit exceptions must be specified in detail before any demand from the LEA for any amount requested.

9.9 CONFIDENTIALITY OF RECORDS

CONTRACTOR shall be responsible for and required to protect the confidentiality of pupil records as required by law.

SECTION 10: MODIFICATIONS/AMENDMENTS

This Master Contract and any ISA agreed to hereunder may not be amended without the prior written consent of both parties.

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SECTION 11: TERMINATION

This Master Contract and/or any ISA may be terminated as follows:

11.1 Upon the mutual agreement of the parties.

11.2 For cause by either party, upon twenty (20) days written notice to the other party, or earlier by mutual agreement. Cause for termination shall include, but not be limited to:

11.2.1 The expiration revocation, rescission, or cancellation of any certification required for CONTRACTOR to provide special education and/or related services as may be required by the ISA of each pupil enrolled by Contractor pursuant to this Master Contract.

11.2.2 The material breach of this Master Contract by either party, including but not limited to CONTRACTOR's failure to maintain required insurance.

11.2.3 For an ISA, the pupil requires services beyond the capacity of CONTRACTOR'S certification or level of staffing.

11.2.4 For an ISA, the pupil's continued presence materially and adversely affects the provision of services to other pupils.

11.2.5 For an ISA, the pupil presents a safety risk to other pupils or staff.

11.2.6 For an ISA, the acts or omissions of the pupil's parent, guardian or advocate materially interfere with CONTRACTOR in the IEP formulation or delivery of services to the pupil or other pupils.

11.2.7 Any ISA agreed to pursuant to this Master Contract shall be terminated upon termination of this Master Contract.

11.3 Cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the pupil to a public school program.

11.4 Termination of the Master Contract or ISA shall not affect LEA's payment obligations under Section 8, for services rendered prior to termination.

11.5 In the event CONTRACTOR believes that a pupil involved in a pending ISA termination presents a risk of substantial disruption or harm to others or the pupil, the parties shall confer on an immediate basis to determine alternate means of safely delivering services during the notice period.

SECTION 12: RENEWAL

This Master Contract may be renewed upon the written agreement of the Parties. In the event that a pupil is enrolled with the CONTRACTOR during the term of this Master Contract and said pupil continues to receive special education and/or related services from CONTRACTOR after expiration of this Master Contract and a new master contract has not yet been executed, the terms of this Master Contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR until the successor Master Contract is executed. LEA's payment obligation under Section 8 shall apply to all services provided by CONTRACTOR under this section. This provision is solely for the purpose of avoiding interruption of services during extended contract negotiations. However, nothing in this provision shall obligate CONTRACTOR to provide

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services after the expiration of this Master Contract. If CONTRACTOR intends not to renew the Master Contract, CONTRACTOR shall provide LEA at least 30 days written notice of such intent. If the renewal Master Contract includes a rate increase, the rates shall be retroactive to the start of the Master Contract term, unless the parties agree otherwise.

SECTION 13: COMPLIANCE WITH LAW

During the term of this contract, CONTRACTOR and LEA shall comply with all applicable federal, state and local laws and regulations relating to the provision of services under this Master Contract and any associated ISAs.

SECTION 14: NON-DISCRIMINATION STATEMENT

CONTRACTOR and LEA do not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation with regard to employment, contracting and the provision of services. CONTRACTOR and LEA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 15: INDEPENDENT CONTRACTOR STATUS

This Master 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.

SECTION 16: STANDARD OF PERFORMANCE

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards of each services provider's licensure or certification in the State of California, or as applicable, under the standards prescribed by the California Department of Education.

SECTION 17: SUBCONTRACT AND ASSIGNMENT

CONTRACTOR may not subcontract or assign its obligation under this Master Contract or related ISA without the express written consent of LEA. However, CONTRACTOR may subcontract out transportation services. CONTRACTOR may subcontract individual service providers on a temporary basis in the case of staffing absences or staff shortages without written consent, however if such temporary staffing persists longer than one-month, then written consent of LEA is required. Any other subcontract or assignment shall require written consent of the LEA, and such approval shall not be unreasonably withheld.

SECTION 18: INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless LEA and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from CONTRACTOR'S wrongful acts, omissions, or negligent performance under this Master Contract.

LEA shall indemnify and hold harmless CONTRACTOR and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities

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(collectively "liabilities"), to the extent such liabilities arise from LEA'S wrongful acts, omissions, or negligent performance under this Master Contract.

The terms of this section shall survive termination of this Master Contract.

SECTION 19: INSURANCE

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall procure and maintain in effect for the term of this Master Contract a policy or policies of insurance and coverage limits as follow.

General Liability	\$1,000,000/3,000,000
Professional Liability	\$1,000,000/2,000,000
Auto liability owned and non-owned vehicles	\$1,000,000/3,000,000
(This provision is applicable only if CONTRACTOR provides transportation services)	
Workers Compensation	(per statute)

The parties agree that the above-listed coverage limits are expected to be sufficient to insure the indemnity and defense obligation undertaken by CONTRACTOR pursuant to Section 18, above, and shall be endorsed to name LEA as an additional insured. Said additional insured endorsement must specify that any coverage which may otherwise be available to LEA is primary and non-contributory

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.

Not later than the effective date of this Master Contract, the CONTRACTOR shall provide the LEA with a satisfactory certificate or evidence of insurance for all coverage required under this Master Contract. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to LEA at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Independently from the insurer's obligation to provide notice to the LEA, the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer.

SECTION 20: ENTIRE AGREEMENT

This Master Contract constitutes the entire agreement between the parties. There are no understandings, agreement, or representations not specified in this Master Contract.

SECTION 21: 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.

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

2022-2023

SECTION 22: 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.

SECTION 23: ELECTRONIC SIGNATURES

CONTRACTOR and LEA consent to conducting transactions for this Master Contract via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by LEA.

23.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), CONTRACTOR and LEA agree to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent a handwritten signature. CONTRACTOR and LEA further agree that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to this Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. CONTRACTOR and LEA agree that the transactions conducted electronically relating to this Agreement shall be binding upon each of them.

23.2 CONTRACTOR and LEA agree that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Each party understands that the other may suspend or terminate the use of electronic signatures in its reasonable discretion (but such action shall not affect previous electronically signed documents).

23.3 CONTRACTOR and LEA will use the electronic signature to establish identity and sign electronic documents and forms relating to the Master Contract and Amendments. CONTRACTOR and LEA are solely responsible for protecting the electronic signature. If either party suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then the discovering party will immediately notify the other party and request that the electronic signature be revoked. CONTRACTOR and LEA will then immediately cease all use of the electronic signature. CONTRACTOR and LEA agree to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

SECTION 24: NOTICES

Notices provided for by this Master Contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered via certified, registered, or return receipt requested mail, postage prepaid, email or 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 all notices shall be the date of the postmark, email or 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, after which all future notices shall be addressed to that individual. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, notification may be given to the individual executing this Master Contract, or the individual with whom the notifying party normally communicates on related matters for the other party. If the individual designated below is no longer employed by the party, or is no longer in the designated position, notification may be made to the person currently in the position (whether in a permanent or interim capacity).

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

2022-2023

Notices to the LEA:

Danielle Clark, Director of Special Education
Name/Title

Lakeside Union School District
Local Education Agency

12335 Woodside Ave.
Address

<u>Lakeside</u>	<u>CA</u>	<u>92040</u>
City	State	Zip

(619) 390-2620
Phone

(619) 390-2597
Facsimile

dclark@lsusd.net
Email Address

Notices to the CONTRACTOR:

Erin Zwahlen
Name/Title

ABA Education Foundation
Nonpublic

5694 Mission Center Rd. Ste. 602 PMB 341
Address

<u>San Diego</u>	<u>CA</u>	<u>92108</u>
City	State	Zip

(619) 952-6295
Phone

()
Facsimile

jknudson@bridgesaba.com
Email Address

SECTION 25: 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 of this Master 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) through third party mediation before a mutually agreed upon mediator, or 3) by civil court action.

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

2022-2023


SECTION 26: SIGNATURES

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

This Master Contract is effective on July 1, 2022 and terminates at 5:00 p.m. on June 30, 2023 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic ☐ School ☒ Agency

Erin Zwahlen 

DATE: 9/14/2022

Authorized Representative Signature

Erin Zwahlen, Director
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Lisa Davis, Assistant Superintendent
(Type) Name and Title

LEA Board Approval

DATE: _____

LEA: Lakeside Union School District

Nonpublic: ABA Education Foundation

2022-2023 Nonpublic Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

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

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

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

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

1.3 CALENDAR

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

1.4 PARENT VISITS/COMMUNICATION

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

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, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

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

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil'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 24 (Notices) of the Nonpublic Master Contract. 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 CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (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 pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

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

When the IEP specifies that NPA services are to be provided in the pupil'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: FINANCIAL

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: ABA Education Foundation

CONTRACTOR NPA ID NUMBER: 9900822

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


<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u></u>	<u></u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Language and Speech (415)</u>	<u></u>	<u></u>
<u>Language and Speech (415) - Licensed SLP-A</u>	<u></u>	<u></u>
<u>Language and Speech (415) – Speech Therapy Aide</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services RN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u></u>	<u></u>
<u>Assistive Technology Services – Credentialed (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services - Classified (445)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450) – Certified OT Assistant</u>	<u></u>	<u></u>
<u>Physical Therapy (460)</u>	<u></u>	<u></u>
<u>Physical Therapy – Licensed PT Assistant (460)</u>	<u></u>	<u></u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

SECTION 5: APPROVALS

CONTRACTOR

Nonpublic Agency

 (JK)

Authorized Representative Signature

DATE: 9/14/2022

Erin Zwahlen, Director

(Type) Name and Title

LEA

Local Educational Agency



Authorized Representative Signature

DATE: _____

Lisa Davis, Assistant Superintendent

(Type) Name and Title

LEA Board Approval

DATE: _____

East County SELPA Nonpublic Master Contract

CHECKLIST

This checklist is not part of the Master Contract Documents. It is intended only to assist the Local Education Agency (LEA) in the completion and approval of the Master Contract process.

Send to SELPA for review Date sent: 9/14/2022

NPS/A Name: ABA Education Foundation Master/App B: Agencies

(NOTE: SELPA review should be completed prior to Board Approval/Full Execution of Contract)

1. Verified NPS/A has agreed upon negotiated rates: ☒ Yes ☐ No (If no, see 3)
2. Rates in the Master Contract reflect the agreed upon rates: ☒ Yes ☐ No (If no, rates need to be corrected)
3. If the NPS/A does not have agreed upon rates:

Verify that the NPS/A is Certified by the CDE: ☐ Yes ☐ No (If no, do not use the Master Contract)

SELPA Review

Per the Master Contract Guidelines, the SELPA signature is no longer required on the Contract documents. However, SELPA reviews for content accuracy and completion/review of the rates only. Please submit this Checklist with the Master Contract Documents to the SELPA for final review, prior to LEA Board Approval/Full Execution of Contract.

Heather DiFede
SELPA Signature

9/16/2022
Date



CLIENT ASSIGNMENT CONFIRMATION

This Client Assignment Confirmation is entered into on the date first signed below and supplements the Client Services Agreement between Soliant Health, LLC and the Client named below. The Soliant Consultant has been placed with Client and Client will pay Soliant Health for hours worked by Consultant according to the terms outlined in this confirmation.

LUUSD
Contract #
V2023-060

ASSIGNMENT DETAILS

CLIENT NAME: Lakeside Union School District

Consultant: Irina Shubina Position: BCBA

Assignment Start Date: 9/26/2022 Assignment End Date: 06/14/2023

Bill Rate per hour: \$ 80 Overtime Bill Rate per hour: \$ 120

Minimum Hours: 40

Miscellaneous: M-F as assigned

Teaching Certification: Teaching certification

DESIGNATED APPROVERS

District Personnel designated by Client to approve Timesheets. *If not applicable, respond with N/A.*

Name	Title	Phone	Email Address

Please note: Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.

If Soliant Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of one year after the latest date of introduction, referral, or completion of the assignment.

Option of virtual services will be offered by Soliant in lieu of onsite services.

All precautions will be taken by the Client to create a safe and healthy environment.

Client Signature

Lisa Davis
 Client Printed Name

Assistant Superintendent
 Client Title

DocuSigned by:
 9/15/2022
 Soliant Health, LLC Signature

Terry Willoughby
 Soliant Health, LLC Printed Name

Senior Account Executive
 Soliant Health, LLC Title

***Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless Soliant is notified of changes by Client within forty-eight (48) hours of client's receipt of this Client Assignment Confirmation.**

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
CODESTACK
MEMORANDUM OF CONTRACT

LUSD
Contract #
V2023-061

September 19, 2022

**PROGRAMMING AND MAINTENANCE OF SEIS/SIS INTEGRATION
COMPONENTS AND SERVICES**

This memorandum of contract constitutes an understanding between the San Joaquin County Office of Education (CODESTACK), a county office of education of the state of California, (SJCOE/ CODESTACK) and the Lakeside Union School District, (Client), a California school district, concerning design, programming and maintenance of integration components between Special Education Information System (SEIS) and the Client's Student Information System (SIS). Note that any deletions, additions or modifications to this memorandum of contract must be in writing signed by both parties.

1.0 OVERVIEW OF THE PROJECT

The Client has requested the setup/configuration and support of integration components and services to allow bidirectional data transfer between SEIS and the Client's SIS. SJCOE/ CODESTACK will setup and provide integration services developed using ASP.Net 4.0 to integrate SEIS with Client's SIS. Custom procedures, server jobs, and custom reports will be developed in both systems to facilitate full interoperability and data integrity.

2.0 PROJECT DELIVERABLES

2.1. Programming

SJCOE/ CODESTACK will work closely with the Client in the development stages to set, ascertain and meet milestones as the project is completed. SJCOE/ CODESTACK will program the front-end of the system using Microsoft's Windows Communication Foundation, ASP.Net, and .Net Framework 4.0 to develop the services. For the back-end database SJCOE/ CODESTACK will create SQL Server stored procedures, tables, and SQL Server Integrated Services (SSIS) packages to work with the data merge and updates. The front-end and back-end will be constructed to provide data integrity, efficiency, and scalability.

2.2. Sending Data to SEIS

The SJCOE/ CODESTACK will provide any needed SQL Server scripts or installation packages required to send data prepared by the Client, to SEIS (data must be provided in the structure defined by SJCOE/ CODESTACK). The service will need to be installed on a Windows Server at the Client's location. The service will encrypt and send SEIS the demographic data specified by SJCOE/ CODESTACK. The service will be configured to run on a nightly basis.

As the data is sent via the service, SEIS will update student records based on matching birth date and SIS ID (Student Information System Identifier). All transactions will be logged and to streamline errors all records not added will appear in an exception report with a description of error (i.e. not matching SIS ID, more than one matching SIS ID, etc.) Client agrees to send only special education students from SIS to SEIS.

The exception report will be available for district level users on their SEIS home page. Student records on the exception report will have links to quickly search, add, transfer, or delete the student record.

2.3. SEIS Sending Data to SIS

The SJCOE/CODESTACK will provide a nightly extract to the Client to facilitate updating data in the Client SIS. The Client will be responsible to process these updates in the SIS once this file is received.

2.4. Security

All data will be transmitted via Web Services will be encrypted via SSL (Secure Socket Layer)/HTTPS and digitally signed via a SOAP signature and message. Also each web server and firewall will be configured to restrict access between the SEIS and Client servers only.

Note: Should Web Services be used, the Client will need to have an SSL (Secure Socket Layer) certificate on the Client's hosted server.

2.5. User Acceptance Period

A "User Acceptance Period" will be established for two months following production implementation for the purposes of refinements and additions to the Web Services based on production feedback. Within these two months, feedback will be provided to CODESTACKs by the client and responded to by CODESTACKs within the User Acceptance Period.

3.0 SYSTEM MAINTENANCE

The SEIS data, integrated services, and recurring jobs will be served and hosted on SJCOE/CODESTACK's secure web and database servers. Maintenance tasks to be undertaken by SJCOE/ CODESTACK during the three-year contract period will include, but not be limited to, the following:

- upgrade and redesign of additions and refinements to the Web Services during the User Acceptance Period as described in section 2.5;
- periodic revisions and additions during the course of the contract period months; and
- on-going debugging and maintenance of the Web Services and interface screens.

4.0 CLIENT RESPONSIBILITIES

The Client will be expected to perform timely reviews of the deliverables as they are developed.

The Client will be responsible for developing required the stored procedure(s)/queries, jobs/processes, and/or SIS packages needed in the SIS database or application for pulling proper data fields and data types required by the integrated service and any jobs related therein. If the Client is pulling data from SEIS, the Client will be responsible for developing the inserts/updates, jobs/processes, SSIS packages, and/or exception rules for handling the data sent from SEIS.

The Client will be responsible for uptime and maintenance of the Client's Windows Server and hosting any applications/service used in the integrated services.

Minimum Hardware Requirements: Pentium 3 Xeon 1.4Ghz, 2GB RAM and 18 GB Hard Drive Space.

Minimum Software Requirements: Windows 2003, Internet Information Services (IIS) 6.0 and .Net Framework 4.0.

5.0 TERMS OF THE CONTRACT

The Client agrees to pay the SJCOE/ CODESTACK setup/configuration cost for the development of all the SEIS/SIS integration components/services in the amount of \$4,000. A single invoice will be presented to Lakeside Union School District by CODESTACKs, commencing with the signing of this Contract in the amount of \$4,000 (four thousand dollars).

The Client agrees to pay the SJCOE/ CODESTACK annual maintenance fees of \$1.50 (one dollar and fifty cents), per student based on the Eligible and Pending Student Count as reported on the most recent Census Day. The Client's first annual maintenance fee will be \$1,575.00 (one thousand, five hundred and seventy-five dollars) based on the count of 1,050. SJCOE/ CODESTACK will invoice the district for this first annual maintenance fee upon completion of the User Acceptance Period defined in section 2.5.

Note: Subsequent annual fees will be assessed and billed to the district every 12 months during the Term of this contract following the System Launch Date calculated using the most recent Census Day Student Count.

Note: Anything above the standard Integration Services will have a minimum fee of \$1,000 (one thousand dollars).

6.0 TERM AND TERMINATION

This Contract shall be in effect between the SJCOE/ CODESTACK and the Client beginning with the Effective Date and terminating 36 months from the implementation of production ready software (System Launch Date).

Assuming timely provision of required information and required reviews and approvals as deliverables are developed, all work required to provide tested, production ready software shall be completed no later than 60 days after the signing of this Contract. The User Acceptance Period will begin upon delivery and implementation of production ready software.

Either SJCOE/ CODESTACK or Customer may terminate this Contract upon at least thirty (30) days prior written notice to the other party, with such termination to be effective at the end of the current period for which Customer has paid annual fees when the notice of termination is provided. Within thirty (30) days of the effective date of termination of this Contract, SJCOE/ CODESTACK shall return Customer Data to Customer in an ASCII delimited file format or such other mutually agreeable format.

The provisions under which this Contract may be terminated shall be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof and do not in any way limit any other legal remedy such party may have.

7.0 WARRENTY DISCLAIMER

SJCOE/CODESTACK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO SERVICES OR DATA MADE AVAILABLE BY PROVIDER, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. SJCOE/CODESTACK ASSUMES NO RESPONSIBILITY IN CONNECTION WITH THE USE OF ANY OF THE SERVICES OR DATA MADE AVAILABLE BY SJCOE/CODESTACK. CLIENT AGREES THAT SJCOE/CODESTACK SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE OR DATA ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF POTENTIAL LOSS OR DAMAGE.

8.0 APPLICABLE LAWS

This Contract is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education, and all applicable federal laws, all of which are made part of this Contract and incorporated herein as if fully set forth. It is also subject to any amendments in such laws during the term of this Contract. Should it be determined by a Court of competent jurisdiction that this contract or any portion of it is illegal or invalid, the contract shall be deemed terminated and both parties relieved of their obligations hereunder.

except the obligation of Client to pay for work already completed.

9.0 INDEPENDENT CONTRACTOR STATUS

This Contract is between two independent contracts and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.


10.0 INDEMNIFICATION

SJCOE/ CODESTACK agrees to indemnify, defend and hold harmless the Client for and against any and all actions, claims, complaints, formal or informal, caused or the result of negligence of SJCOE/ CODESTACK.

The Client agrees to indemnify, defend and hold harmless SJCOE/ CODESTACK for and against any and all actions, claims, complaints, formal or informal, caused or the result of negligence or the Client.

Johnny Arguelles, Division Director
CodeStack
San Joaquin County Office of Education

Date



Lisa Davis, Assistant Superintendent Business Services
Lakeside Union School District

Date



LUSD
Contract #
V2023-062

SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Lisa Davis, Assistant Superintendent, Lakeside Union School District
From: Sergio R. Rosas, MSHR Executive Director
Date: 9/15/22

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and Lakeside Unified School District LEAPP Preschool Program agree as follows:

RECITALS


- A. Scope of Services: PIQE will provide its Family Literacy Program (Preschool Only) for the parents of the children enrolled at Lakeside Unified School District / LEAPP Preschool Program. PIQE will recruit parents by phone, provide an Orientation, a series of weekly training sessions, organize and conduct a Question-and-Answer forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. PIQE's Family Literacy program introduces parents to Dr. John Shefelbine's Reading Framework of Skills. Parents learn fun, interactive, and purposeful reading strategies to use with their families.
- B. Location: TBD.
- C. Period of Performance: October 12, 2022 to December 14, 2022.
- D. Time of Class: Morning _____ Evening _____
- E. Type of Class: Virtual (V) _____, Hybrid (H) _____, In-Person (P) _____
- F. Virtual and Hybrid Services: For virtual services, PIQE will support families to get on to the Zoom platform and with online connectivity and navigation.
- G. Session Dates: TBD.

Parent Institute for Quality Education
22 West 35th St., Suite 201, National City, CA 91950
Telephone: 619.420.4499
www.piqe.org

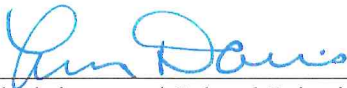
- H. Compensation: A fee of \$12,500.00 for program delivery will be covered by a grant from the Dr. Seuss Foundation for 2 classes of up to 25 parents in each class. The minimum number of parents to open a class in any language is fifteen. A fee of \$30.00 per parent will be charged to cover the cost of the *Family Time Reading* workbook in Spanish, and a fee of \$45.00 per parent to cover cost of the English workbook. School representative and PIQE Executive Director will determine how many books to order once a language/s has/have been selected.
- I. Cancellation: A class that does not have the minimum number of parents needed to keep the class open might be cancelled by mutual agreement on or before class #3; no classes can be cancelled on or after class #4.

School funding Account #: _____

In addition, where the PIQE program is provided in person, the school will make childcare arrangements to have it available to families as well as provide refreshments to the parents.

Copyright Protections: PIQE owns all products and all content in the program(s), including without limitation the information, materials, text, graphics, protocols and the selection and organization thereof ("content"). The content is protected by copyright laws of the United States and other countries and may not be used, copied, distributed, displayed, modified, reproduced, published, posted or reverse engineered in whole or in part without the prior written permission of PIQE. *Initials:* 

I accept these services at Lakeside Unified School District LEAPP Preschool Program under the terms and conditions noted.



Administrator / School Principal

Date

Parent Institute Representative: Sergio R. Rosas, MSHR 9/15/22
Sergio R. Rosas, Executive Director, PIQE

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SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

LUSD
Contract #
V2023-063

To: Lisa Davis, Assistant Superintendent, Lakeside Union School District
From: Sergio R. Rosas, MSHR Executive Director
Date: 9/15/22

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and Lakeside Unified School District Preschool Program agree as follows:

RECITALS

- A. Scope of Services: PIQE will provide its Family Literacy Program (Preschool-Grade 3), for the parents of the children enrolled at Lakeside Unified School District Preschool Program. PIQE will recruit parents by phone, provide an Orientation, a series of weekly training sessions, organize and conduct a Question-and-Answer forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. PIQE's Family Literacy program introduces parents to Dr. John Shefelbine's Reading Framework of Skills. Parents learn fun, interactive, and purposeful reading strategies to use with their families.
- B. Location: TBD.
- C. Period of Performance: January 19, 2023 to March 16, 2023.
- D. Time of Class: Morning _____ Evening _____
- E. Type of Class: Virtual (V) _____, Hybrid (H) _____, In-Person (P) _____
- F. Virtual and Hybrid Services: For virtual services, PIQE will support families to get on to the Zoom platform and with online connectivity and navigation.
- G. Session Dates: TBD.


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0100 4203000 1110 2495 5800000 179 630


- H. Compensation: Cost of program is \$12,500.00 for 2 classes of up to 25 parents in each class. The minimum number of parents to open a class in any language is fifteen. ~~Additionally, a fee of \$30.00 per parent will be charged to cover the cost of the Family Time Reading workbook in Spanish language and \$45.00 for the English version.~~
- I. Cancellation: A class that does not have the minimum number of parents needed to keep the class open might be cancelled by mutual agreement on or before class #3; no classes can be cancelled on or after class #4.

School funding Account #: _____

In addition, where the PIQE program is provided in person, the school will make childcare arrangements to have it available to families as well as provide refreshments to the parents.

Copyright Protections: PIQE owns all products and all content in the program(s), including without limitation the information, materials, text, graphics, protocols and the selection and organization thereof ("content"). The content is protected by copyright laws of the United States and other countries and may not be used, copied, distributed, displayed, modified, reproduced, published, posted or reverse engineered in whole or in part without the prior written permission of PIQE. *Initials:* 

I accept these services at Lakeside Unified School District Preschool Program under the terms and conditions noted.

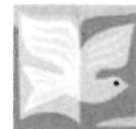


Administrator / School Principal

Date

Parent Institute Representative: Sergio R. Rosas, MSHR 9/15/22
Sergio R. Rosas, Executive Director, PIQE

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California Reading
and Literature
Project

FAMILY LITERACY PROGRAM DESCRIPTION

Developed in collaboration with the California Reading and Literature Project, PIQE's Family Literacy curriculum, introduces parents of children in preschool through 3rd grade to the elements of literacy. Parents learn the importance of incorporating literacy development in their child's daily routine. The program helps parents recognize ways in which they are already reinforcing literacy at home, and how to become purposeful when reinforcing these skills at home.

The curriculum introduces parents to the Common Core State Standards and Dr. John Shefelbine's Reading Framework of Skills. Parents learn fun, interactive, and purposeful reading strategies to use with their families. The program materials include an activity book that families keep to continue putting the activities into practice at home.

LESSON 1: Strengthening Your Child's Literacy Skills

Upon completion of this lesson, parents will:

1. Be familiar with the five literacy elements: listening, speaking, thinking, reading, and writing.
2. Identify activities that we already do at home to help our children strengthen their literacy skills.
3. Understand that, a broad vocabulary will help our children avoid the 30-million-word gap.
4. Be familiar with the Common Core State Standards (CCSS).

LESSON 2: Reading Stages and Skills

Upon completion of this lesson, parents will:

1. Be familiar with the six stages of reading development.
2. Recognize the stage of reading development of their child.
3. Identify the major components of the Literacy Framework.
4. Understand the role of the family in keeping children motivated to develop literacy skills.

LESSON 3: Purposeful Reading Strategies I: Word Recognition Strategies

Upon completion of this lesson, parents will:

1. Be familiar with the skills expected of a child in the first two stages of development of reading acquisition (Logographic and Spelling-Sound Phase).
2. Recognize how the skills represented in the Literacy Framework are related to the Common Core State Standards.
3. Practice activities that will help their children recognize and decode words.
4. Practice activities that will help their children hear and use sounds in words and sentences.

LESSON 4: Purposeful Reading Strategies II: Fluency and Comprehension

Upon completion of this lesson, parents will:

1. Be familiar with the skill set expected in the third stage of reading development.
2. Practice activities that will help their children develop speaking and listening skills.
3. Practice activities that will help their children learn new words and know how to apply them.
4. Practice activities that will help their children comprehend what they hear and what they read.

LESSON 5: Purposeful Reading Strategies III: Fluency, Comprehension, and Writing

Upon completion of this lesson, parents will:

1. Be aware of the important relationship between a child's reading fluency and their comprehension.
2. Be acquainted with activities that will help their children develop fluency and reading comprehension.
3. Be familiar with activities that will help their children practice writing for a purpose.
4. Be familiar with Adverse Childhood Experiences (ACEs) and the impact that they have on our children's health.

LESSON 6: Supporting Your Child's Reading Program at Home

Upon completion of this lesson, parents will:

1. Recognize the importance of a reading program at their child's school.
2. Practice activities that will help their children develop listening, thinking, and reading comprehension skills.
3. Learn strategies to help their children study and complete homework assignments.

SHORT FORM CONSTRUCTION CONTRACT

This CONTRACT made and entered into this 13TH day of October, 2022, by and between **LAKESIDE UNION SCHOOL DISTRICT** ("District") and **Chula Vista Electric Co.**("Contractor"). District and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

WITNESSETH: That the Parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. Contract Documents. The complete contract includes all the Contract Documents, to wit:
 - A. Contract;
 - B. Bond(s) [**TO BE PROVIDED ON THE DISTRICT'S STANDARD FORMS**] executed in connection herewith;
 - C. Scope of Work set forth in **Exhibit "A"** dated 9-01-22 and 9-12-22
 - D. Certificate(s) of Insurance; and
 - E. All official papers and documents relating to the work to be performed hereunder which are not included in **Exhibit "A"** (i.e., technical drawings, etc.).
2. Scope of Work. Contractor agrees to perform the work and to furnish all tools, equipment, apparatus, facilities, labor and material necessary to perform and complete in a good workmanlike manner, all parts of the work as called for in a manner designated in and in strict conformance with the scope of work set forth in **Exhibit "A,"** attached hereto and incorporated herein ("Scope of Work" or "Project") and the Contract Documents. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and material shall be furnished and said work performed and completed as required in said Scope of Work under the direction and supervision of, and subject to the approval of District's authorized representative. Contractor's Work shall also be consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from District, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by District to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any

employee who fails or refuses to perform the Work in a manner acceptable to District, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3. Compensation. As consideration for performance of the Work required herein, District agrees to pay Contractor on a time and materials basis as set forth herein, a not-to-exceed amount of **TWENTY-SEVEN THOUSAND AND FIVE HUNDRED AND FIFTY DOLLARS AND ZERO CENTS (\$27,550.00)** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by District.
 - A. Subject to paragraph 3(B) below, District shall pay for such services on a time and materials basis in accordance with the Schedule of Charges set forth in **Exhibit "B."**
 - B. Periodic payments shall be made by District to Contractor within thirty (30) days of District's receipt of an application for payment from Contractor for services rendered. Payments to Contractor for work performed will be made on a monthly billing basis. The application shall include all information required by District and shall be in a format approved by District. This application shall be supported by evidence which is required by this Contract and such other documentation as District may require. The Contractor shall certify that the Work for which payment is requested has been done and that any materials listed are stored where indicated. District shall review and pay the payment request in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code.
 - C. Labor and Material Releases. Contractor shall furnish District with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by District.
4. Retention. For contracts greater than Five Thousand dollars (\$5,000), Public Contract Code section 9203 requires progress payments and retention based on the percentage of actual work completed plus a like percentage of the value of material delivered and unused. Therefore, District will withhold as retention five percent (5%) of all billings and the Total Contract Price until final completion for projects exceeding \$5,000 and acceptance of the project. District, at its sole discretion, shall release retention proceeds withheld from any payment within sixty (60) days after the date of "completion" of the work as defined in the Public Contract Code section 7107. If a dispute arises between the contractor and District, District may withhold an amount from the final payment not to exceed one hundred and fifty percent (150%) of the disputed amount, as well as any other amounts permissible under this Agreement and/or California law.

5. Other Retentions. In addition to Contract retentions, District may deduct from each progress payment an amount necessary to protect District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by District, incurred by District for which Contractor is liable under the Contract; and (11) any other sums which District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by District to deduct any of these sums from a progress payment shall not constitute a waiver of District's right to such sums.
6. Substitution of Securities. Pursuant to California Public Contract Code section 22300, Contractor may substitute securities for any money withheld by District to ensure the performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with District, with the State or federally chartered bank as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and District, which provides that no portion of the securities shall be paid to the Contractor until District has certified to the escrow agent, in writing, that the contract has been satisfactorily completed. District shall certify that the contract has been satisfactorily completed within sixty (60) days of work "completion" as defined in Section 7107(c) of the California Public Contract Code. Securities eligible for investment under this section shall be limited to those listed in Section 16430 of the Government Code, bank or savings & loan certificates of deposit, interest-bearing demand deposit accounts, stand-by letters of credit, or any other security mutually agreed to by the Contractor.
7. Time for Completion/Liquidated Damages. Work shall commence on **October 14, 2022** and shall be completed by Contractor and usable by District on or before **December 31, 2022**. If the Work is not completed and usable by District, it is understood that District will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay District as fixed and liquidated damages, and not as a penalty, the sum of **(\$500)** for each and every calendar day of delay beyond the time prescribed in the Agreement for finishing the Work. In the event this is not paid, the Contractor agrees that District may deduct that amount from any money due or that may become due the Contractor under the Contract.

8. [Insurance]. Without limiting Contractor's indemnification, it is agreed that Contractor shall secure and maintain in force during the term of this Contract a Commercial General Liability and Property Damage Insurance (including automobile insurance) which provides limits of not less than:

- 1) Per occurrence (combined single limit) \$1,000,000.00
- 2) Project Specific Aggregate (for this project only) \$2,000,000.00
- 3) Products/Completed Operations (included in Comm. Gen. Liability)

District shall be named as an additional insured on the policies by endorsements. The policy shall provide that it is primary, such that insurance maintained by District, if any, shall be excess and not co-primary. A copy of the declarations page of Contractor's insurance policies shall be attached to this Contract as proof of insurance. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without District's prior written consent, and, District shall be named as an additional insured and be furnished thirty (30) days' written notice prior to cancellation. The Contractor shall not allow any subcontractor employee or agent to commence work on this Contract, or any subcontract until the insurance required of the Contractor and subcontractor or agent has been obtained.

9. Held Harmless for Payroll Issues. Contractor hereby agrees to accept exclusive liability for, and shall hold District, District's officers, directors, employees and agents harmless from, all payroll taxes for contributions to unemployment insurance or old age pensions, or annuities, measured by wages, salaries or other remuneration paid to employees of said Contractor or Subcontractors.

10. Subcontractors. Contractor shall use due diligence in the requirement and confirmation of insurance coverage similar to the foregoing on behalf of his subcontractors.

11. Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Contract, errors and omissions liability insurance with a limit of not less than \$1,000,000 per occurrence. This insurance shall name District, its directors, officials, officers, employees, agents and volunteers as additional and insureds with respect to Work performed, and shall otherwise comply with all requirements of this Section.

12. Workers Compensation Certification. Pursuant to Section 1861 of the Labor Code, by signing this Contract and initialing hereunder the Contractor certifies that:

- A. 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 provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

B. Contractor's Initials: _____

13. **[IF CONTRACT IS GREATER THAN \$25K PAYMENT BOND IS REQUIRED; IF CONTRACT IS LESS THAN \$25K, DISTRICT TO DETERMINE WHETHER BONDS ARE NECESSARY.]** Bonds. Contractor shall be required at the time of the execution of the Contract to furnish Payment and Faithful Performance Bonds in amounts not less than one hundred percent (100%) of the Total Contract Price. These bonds shall be secured from a surety company satisfactory to District, shall be submitted on District's prescribed bond forms, and Contractor thereon shall pay the premiums. The bonds must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure Section 995.120. In addition, to the extent required by law, the bonds must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California, a certificate from the Clerk of the County of San Diego that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, or if it has that it has been renewed, and four copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California. Failure to submit acceptable bonds will be cause of rejection of the contract. Said bonds shall be furnished within ten (10) days after award of the Contract and before commencement of construction.
14. Assignment of Contract. Contractor shall not assign, transfer, convey, or otherwise dispose of this Contract, or of his/her right, title of interest in or to the same or any part thereof without previous consent in writing from District's authorized representative.
15. Suspension/Termination of Contract.
- A. District has the right to terminate or abandon any portion or all of the work under this Contract by giving ten (10) calendar days written notice to Contractor. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Contractor the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Work for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Contractor of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.
- B. Contractor may terminate its obligation to provide further services under this Contract upon thirty (30) calendar days' written notice to District only in the event

of substantial failure by District to perform in accordance with the terms of this Contract through no fault of Contractor.

16. Subcontracts. Subcontractors employed by Contractor on the execution of the Work covered in this Contract shall be only those given prior written permission from District, and that otherwise comply with Sections 4100 to 4113 inclusive of the Public Contract Code of California, if applicable.
17. Control and Payment of Subordinates; Contractual Relationship. District retains Contractor on an independent contractor basis and Contractor is not an employee of District. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.
18. Permits and Licenses. Contractor shall comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of public health and safety, obtaining all necessary permits and licenses for the construction of the project, pay all fees and post all deposits or bonds required by law. For the work to be performed hereunder, Contractor shall possess the following classification of State contractor's license throughout the duration of the Contract: CA LIC. # 175956. During the performance of the work, Contractor shall take over all the necessary precautions and place proper guards for the prevention of accidents.
19. Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for District's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
20. Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify District of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by District; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, District shall promptly investigate

the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute

21. Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, District shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of District to provide for removal or relocation of such utility facilities.
22. Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify District against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.
23. Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify District in writing and shall furnish all labor and material releases required by this Contract. District shall thereupon inspect the Work. If the Work is not acceptable to District, District shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by District. Once the Work is acceptable to District, District shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which District may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.
24. Changes in the Scope of Work. In the event District orders changes in the Work, the Total Contract Price and the Contract Time will be adjusted accordingly. If a change is of an item not covered by the Contract, District and Contractor shall mutually agree upon the value of the work based on labor, materials and equipment involved. Regardless of ownership, equipment rates shall not exceed the listed prevailing rates at local equipment rental agencies, or distributors, at the time the work is performed. All changes in work

shall be in writing and Contractor shall be responsible for any and all work done without District's prior written approval.

25. Brand Name or Equal. Contractor may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better for any material, process or article is identified by grade, patent or proprietary name or by name of manufacturer. Contractor bears the burden of proof as to the equality of any material, process or article and District may require Contractor to furnish the material, and article or process specified if it decides that Contractor has not met his or her burden.
26. Discrepancies and Omissions. Any discrepancies or omissions found in the Scope of Work shall be reported to District immediately. District will clarify discrepancies or omissions, in writing, within a reasonable time.
27. Labor Code Provisions. It shall be mandatory upon the Contractor herein and upon all subcontractors under Contractor to comply with all provisions of the Labor Code of the State of California relative to contracts for public works.
 - A. Prevailing Wages. District has copies of the general prevailing wage rate per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract which shall be posted at each job site and will be on file at the principal office of District. Contractor shall, as a penalty to District, forfeit not more than the maximum applicable statutory rate for each calendar day, or portion thereof, for each worker paid less than the specified prevailing rates for such work or craft in which such worker is employed, whether paid by Contractor or by any subcontractors under Contractor. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor.
 - B. Eight Hour Law. Eight hours labor shall constitute a legal day's hours per day, and forty hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to District the maximum statutory rate for each calendar day during which such worker is required, or permitted to work more than eight hours in any one day or forty hours in any one calendar week in violation of the provisions of said Labor Code.
 - C. Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journey man, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the

principal office of Contractor in the manner provided in Labor Code section 1776.

In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to District, forfeit not more than the maximum statutory rate for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner.

Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on the Contractor.

- D. Ineligible Contractors/Subcontractors/Debarment. A Contractor or subcontractor may not perform work who is ineligible pursuant to Labor Code Sections 1777.1 and 1777.7.
- E. Apprentice. Attention is called to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under Contractor.
- F. DIR Registration. Pursuant to Labor Code section 1771.1, Contractor shall, at all times, ensure that it, and all of its subcontractors, regardless of tier, are appropriately registered with the Department of Industrial Relations ("DIR"). Contractor shall provide evidence of such registration information upon request of District.
- G. Labor Compliance. Contractor acknowledges that pursuant to recently enacted Senate Bill 854, all labor compliance monitoring required for the Project by the Education Code or Labor Code, shall be provided by DIR. Contractor shall, at no additional cost to District, be required to comply with all the requirements of DIR for such compliance monitoring and all applicable provisions of the California Labor Code, including but not limited to the standard provisions requiring payment of prevailing wages, more further explained below, maintenance and submission of certified weekly payrolls, and hiring of apprenticeship as appropriate for all workers for which a prevailing wage classification is listed by or may be obtained from the DIR. Contractor shall work with District, and DIR to ensure the full compliance applicable labor law and all applicable labor compliance requirements of the DIR. Contractor shall include the requirements of this provision in all subcontracts and require subcontractors to comply with these provisions at no additional cost to District.

28. Assignment of Anti-Trust Claims. Contractor offers and agrees to assign to District all rights, title and interest in and to all causes of action as it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of Business and Professions Code), and any other applicable laws, arising from purchase of goods, services, or materials, pursuant to this Contract. This assignment shall become effective at the time that District tenders final payment to Contractor, without further acknowledgment by the Parties.

29. Procedure for Resolving Disputes.

A. Prerequisite to Initiating Claims. Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to Changes and Extra Work, as a prerequisite to filing any claim governed by this Section. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

B. Intent. Effective January 1, 1991, Section 20104, et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

C. Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by District, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by District. Claims governed by this Section may not be filed unless and until Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than the date of final payment. The claim shall be submitted in writing to District and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed

conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

D. Supporting Documentation. Contractor shall submit all claims in the following format:

- (1) Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made.
- (2) List of documents relating to claim:
 - (a) Specifications;
 - (b) Drawings;
 - (c) Clarifications (Requests for Information);
 - (d) Schedules; and
 - (e) Others.
- (3) Chronology of events and correspondence.
- (4) Analysis of claim merit.
- (5) Analysis of claim cost.
- (6) Time impact analysis in CPM format.

E. District's Response. Upon receipt of a claim pursuant to this Section, District shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after District issues its written statement.

- (1) If District needs approval from its governing body to provide Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, District shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

- (2) Within thirty (30) days of receipt of a claim, District may request in writing additional documentation supporting the claim or relating to defenses or claims District may have against Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of District and Contractor.
- (3) District's written response to the claim, as further documented, shall be submitted to Contractor within thirty (30) days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by Contractor in producing the additional information or requested documentation, whichever is greater.

F. Meet and Confer Process. If Contractor disputes District's written response, or District fails to respond within the time prescribed, Contractor may so notify District, in writing, either within fifteen (15) days of receipt of District's response or within fifteen (15) days of District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, District shall schedule a meet and confer conference within 30 days for settlement of the dispute.

G. Mediation. Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, District shall provide Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after District issues its written statement. Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with District and Contractor sharing the associated costs equally. District and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

- (1) If the Parties cannot agree upon a mediator, each Party shall select a mediator. Each Party shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
- (2) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute

resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

- (3) Unless otherwise agreed to by District and Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- (4) The mediation shall be held no earlier than the date Contractor completes the Work or the date that Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

H. Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Contractor submits its written Claim until the completion of the Meet and Confer process.

Except as provided herein, nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

I. Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

- (1) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- (2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the

Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

- (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (a) arbitrators shall, when possible, be experienced in construction law, and (b) any Party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other Party.

J. Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against District. A Government Code claim must be filed no earlier than the date the work is completed or the date Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

K. Non-Waiver. District's failure to respond to a claim from Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. District's failure to respond shall not waive District's rights to any subsequent procedures for the resolution of disputed claims.

L. Duty to Continue Performance. Unless provided to the contrary in the Contract Documents, Contractor shall continue to perform the Work and District shall continue to satisfy its payment obligations to Contractor, pending the final resolution of any dispute or disagreement between Contractor and District.

30. Notice of Third-Party Claims. Pursuant to Public Contract Code Section 9201, District shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. District is entitled to recover its reasonable costs incurred in providing such notification.

31. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless District against any and all claims involving any type of

property damage or personal injury, including death, that may be asserted by any person or type of entity, arising out of or in connection with the performance of work, both on and off the job site, and will pay all costs and expenses, including attorney fees in connection therewith; provided however, Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of District. Contractor will defend, with counsel of District's choosing, any action filed in connection with any of said claims, damages, penalties, obligations or liabilities Contractor will promptly pay any judgment rendered against Contractor or District arising out of or in connection with such work, operation or activities of Contractor hereunder and Contractor agrees to save and hold District harmless therefrom. District may retain to the extent it deems necessary, the money due to Contractor under and by virtue of the Contract until disposition has been made of such actions or claims for damages as specified herein above. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its directors, officials officers, employees, agents, or volunteers.

32. Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by District of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by District in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as District may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of District, regardless of whether or not such warranties and guarantees have been transferred or assigned to District by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of District. In the event that Contractor fails to

perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of District, District shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse District for any expenses incurred hereunder upon demand.

33. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor 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. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper location and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.
34. Applicable Law and Venue. This Contract shall be governed by the laws of the State of California as effective and in force on the date of this Contract. This Contract shall be deemed to have been made in County of San Diego, California, regardless of the order of the signatures of the Parties affixed hereto.
35. Modifications. No terms or conditions contained in any writing, purchase order, acknowledgment, or form shall be of any effect unless agreed to in a written amendment or modification to this Contract which has been executed by the designated representative of both Parties.
36. Waiver. No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
37. Notice. All notices shall be given to the other party at the address set forth herein. Notice shall be effective upon receipt or five (5) days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged by the receiving party.

Contractor
Chula Vista Electric Co.

9344 Wheatlands Rd.
Santee, Ca 92071

Attn: **Shawn Hudson**

District
LAKESIDE UNION SCHOOL DISTRICT

12335 Woodside Avenue
Lakeside, CA 92040

Attn: **Lisa Davis**

38. Drafting of Contract. The Parties agree that this Contract shall not be construed in favor of, or against, any party by reason of the extent to which any party or its counsel participated in the drafting of this Contract. The Parties represent that they have consulted legal counsel prior to the execution of this Contract and have executed this Contract with full knowledge of its meaning and effect.
39. Assignment or Delegation. Consultant may not assign or sub-contract its rights or obligations under this Contract without the consent of District, which may be withheld for any reason.
40. Severability. It is intended that each paragraph of this Contract shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Contract is unaffected.
41. Laws and Regulations; Provisions Required by Law Deemed Inserted. Contractor 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 Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify District in writing. Any necessary changes shall be made by written change order. Each and every provision or clause required by law to be inserted in this Contract shall be deemed to be inserted, and this Contract shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall be amended to make the insertion or correction. All references to statutes, rules or regulations shall include all amendments, replacements and enactments on the subject which are in effect as of the date of this Contract, as well as any later changes which do not materially and substantially alter the rights or obligations of the Parties.
42. Fingerprinting Requirements. Unless exempted, Contractor shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Contractor shall also ensure that its consultants, as well as all subcontractors on the Project, comply with the requirements of Section 45125.1. To this end, Contractor and its consultants and subcontractors must

provide for the completion of District's standard certification form prior to any of Contractor's employees, or those of any other consultants, coming into contact with District's pupils.

43. Drug/Smoke-Free Workplace. District and all District projects are "drug-free" and "smoke-free" workplaces and, as such, require that the Contractor be subject to the requirements mandated by California Government Code Sections 8350, et seq., when on the Project site. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. It is the sole responsibility of Contractor to police and oversee its personnel on the Project. If Contractor fails to comply with the Drug-Free Workplace Act or the smoke-free workplace policy of District, District may enforce its lawful rights to suspend pending or subsequent payments and to terminate this Contract and may pursue all other rights and remedies it may have against Contractor at law and/or in equity.

44. Compliance With State Storm Water Permit:

- A. Contractor shall be required to comply with all aspects of the State Water Resources Control Board ("State Board") Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity ("Permit"), as may be amended, for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.
- B. Contractor shall be responsible for all costs associated with filing the Notice of Intent ("NOI") and for obtaining coverage under the Permit. This includes preparing and implementing a Storm Water Pollution Prevention Plan ("SWPPP") for the Project site, and coordinating all submittals with District's Legally Responsible Person as that term is defined in the Permit. Before any NOI, SWPPP, or other Permit related document may be submitted to the State Board or implemented on the Project site, it must first be reviewed and approved by the District. Contractor shall include all costs of compliance with specified requirements in the Contract amount.
- C. District retains the right to procure and maintain coverage under the Permit for the Project site if Contractor fails to draft a satisfactory NOI or SWPPP or proceed in a manner that is satisfactory to District. Any costs incurred by District in procuring and maintaining coverage under the Permit, or drafting an NOI or SWPPP shall be paid by Contractor.

- D. Contractor shall be responsible for maintaining compliance with all aspects of the Permit during the course of the Project. Contractor shall provide copies of all reports and monitoring information to the District Representative. If Contractor has failed or is unable to maintain compliance with the Permit, District reserves the right to implement its own SWPPP at the Project site, and hire additional contractors to maintain compliance. Whether Contractor has adequately maintained compliance with the Permit shall be District's sole determination. Any costs incurred by District in drafting and implementing a SWPPP, or otherwise maintaining compliance with the Construction General Permit shall be paid by Contractor.
- E. In bidding on this Contract, it shall be Contractor's responsibility to evaluate and include in the contract amount the cost of procuring coverage under the Permit, preparing a SWPPP that is acceptable to District, and complying with the SWPPP and any revisions to the SWPPP that become necessary during the course of construction.
- F. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, District, drainage district, and other local agencies regarding discharges of storm water to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
- G. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.
- H. Failure to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.
45. Counterparts. This Contract may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same Agreement.

46. Exhibits and Recitals. All Exhibits and Recitals referenced in this Contract and attached hereto are hereby incorporated by this reference into this Contract.

47. Time of Essence. Time is of the essence for each and every provision of this Contract.

IN WITNESS WHEREOF, this Contract is executed by the District's authorized representative.

Chula Vista Electric Co.

LAKESIDE UNION SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: Lisa Davis

Title: Assistant Superintendent

Date: _____

Fed. Tax I.D. # _____

DIR Registration 1000002595



Chula Vista Electric Co.

9344 Wheatlands Rd.
Santee, CA 92071
www.C-V-E.com

Date: 9-12-22

Attn: Todd Owens

Subject: Lakeview Elementary Electrical Preventive Maintenance

Proposal #:22-3667

Todd,

We hereby propose to furnish all labor, material, and tools required for a complete electrical installation. Our quotation is per the following scope, clarifications, and exclusions listed below:

- Per phone conversation with Todd and job walk with Terry.

BASE BID \$12,880.00

1. Scope of Work: Perform Electrical Preventive maintenance at Lakeview Elementary School which includes the Main Electric room, free standing distribution boards & Transformers throughout the campus. (Does not include sub panels at classrooms).
 - 1.1. Coordinate with Lakeview Elementary to shutdown, lock-out, and tag-out circuits.
 - 1.2. Remove covers and verify parts are de-energized.
 - 1.3. Clean inside of switchgear utilizing a vacuum and compressed dry nitrogen as not to introduce moisture into the switchgear. Wipe down all internal bussing and exposed parts with lint free cloths. Inspect mechanical operation, tighten all connections, lubricate moving parts where accessible, and check for signs of overheating or malfunctioning circuits.
 - 1.4. Verify proper fuse and circuit breaker sizing, polish contact surfaces where applicable, and inspect all conductors for damage.
 - 1.5. Check all connections at conductors for proper tightness.
 - 1.6. Test molded case circuit breakers above 50 amps with Ductor to verify proper operation.
 - 1.7. Exercise all breakers and switches after lubricating and testing to verify proper operation.
 - 1.8. Clean inside of transformers utilizing a vacuum and compressed dry nitrogen as not to introduce moisture into the switchgear. Wipe down all internal bussing



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and exposed parts with lint free cloths. Verify all connections are tight, and check for signs of overheating or malfunctioning circuits.

- 1.9. Perform a Transformer Turns Ratio Test on each transformer to verify proper tap selection and coil continuity. Note any discrepancies with testing.
- 1.10. Once PM is complete, coordinate with Lakeview Elementary to remove LOTO, and re-energize switchgear. Verify voltage at each lineup.
- 1.11. Provide Lakeview Elementary with preventive maintenance reports for records. Note any issues that could be a potential failure point in the future.
- 1.12. Special attention will be given to the free standing switchgear at the south-east most corner of the campus. Previous service call showed signs of loose bussing and damaged hardware which was repaired.

2. Clarifications:

- 2.1. Price is based on after hours Saturday work. If Sunday/Holiday work is required, there will be an additional cost.
- 2.2. The correctness and completeness of the contract documents is the sole responsibility of those who have prepared them. This proposal covers only that work that is adequately shown described and/or detailed in the above referenced contract documents.
- 2.3. CVE reserves its right to accept, reject, or negotiate applicable terms and conditions of any contract to be entered into, in good faith, with the customer upon award of the work. Submission of this proposal shall not bind us to accept or perform the proposed work until terms are fully agreed to by both parties in writing.
- 2.4. CVE is registered with the Department of Industrial Relations as a Registered Public Works Contractor in California DIR. No. 1000002595
- 2.5. The customer to provide clear access to the work area during construction.
- 2.6. Items subject to governmental tariffs effective on or after quotation will be price in effect at time of shipment.
- 2.7. Quotation is valid for 30 days after the date of issue

3. Exclusions:

- 3.1. Price does not include preventive maintenance of solar related equipment.
- 3.2. Bringing existing electrical conditions up to code
- 3.3. Sales tax increase (our price is based upon sales tax of 7.75%)
- 3.4. All permits and fees
- 3.5. Site lighting permits



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- 3.6. Noise permits
- 3.7. Utility company fees
- 3.8. Design and engineering fees
- 3.9. Premium portion of overtime
- 3.10. Payment and performance bond cost
- 3.11. Bid allowances
- 3.12. Temporary power and lighting
- 3.13. Field painting or coatings
- 3.14. Handling, removal, and disposal of hazardous materials
- 3.15. Fees for underground locating services
- 3.16. Material and or labor escalations
- 3.17. Demolition (CVE will perform safe-off and disconnect at panel location)
- 3.18. Field office or job site security
- 3.19. Portable sanitation facility
- 3.20. Dumpsters

We thank you for the opportunity to assist you on this project and hope that you will favor us with this work. As always, your telephone inquiries will yield a prompt response.

Sincerely,

SHAWN S. HUDSON

shudson@c-v-e.com

Office(619)420-4500

Mobile(619)616-1492

Fax(619)420-9572



Chula Vista Electric

9344 Wheatlands Rd.
Santee, CA 92071
www.c-v-e.com

Exhibit A



Chula Vista Electric Co.

9344 Wheatlands Rd.
Santee, CA 92071
www.C-V-E.com

Date: 9-01-22

Attn: Todd Owens

Subject: Lakeside Farms Electrical Preventive Maintenance

Proposal #:22-3638

Todd,

We hereby propose to furnish all labor, material, and tools required for a complete electrical installation. Our quotation is per the following scope, clarifications, and exclusions listed below:

- Per phone conversation and job walk with Todd Owens

BASE BID \$14,670.00

1. Scope of Work: Perform Electrical Preventive maintenance at Lakeside Farms Elementary School which includes the Main Electric room, and distribution boards & Transformers throughout the campus. (Does not include sub panels at classrooms).
 - 1.1. Coordinate with Lakeside Farms to shutdown, lock-out, and tag-out circuits.
 - 1.2. Remove covers and verify parts are de-energized.
 - 1.3. Clean inside of switchgear utilizing a vacuum and compressed dry nitrogen as not to introduce moisture into the switchgear. Wipe down all internal bussing and exposed parts with lint free cloths. Inspect mechanical operation, tighten all connections, lubricate moving parts where accessible, and check for signs of overheating or malfunctioning circuits.
 - 1.4. Verify proper fuse and circuit breaker sizing, polish contact surfaces where applicable, and inspect all conductors for damage.
 - 1.5. Check all connections at conductors for proper tightness.
 - 1.6. Test molded case circuit breakers above 50 amps with Ductor to verify proper operation.
 - 1.7. Exercise all breakers and switches after lubricating and testing to verify proper operation.
 - 1.8. Clean inside of transformers utilizing a vacuum and compressed dry nitrogen as not to introduce moisture into the switchgear. Wipe down all internal bussing



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and exposed parts with lint free cloths. Verify all connections are tight, and check for signs of overheating or malfunctioning circuits.

- 1.9. Perform a Transformer Turns Ratio Test on each transformer to verify proper tap selection and coil continuity. Note any discrepancies with testing.
- 1.10. Once PM is complete, coordinate with Lakeside Farms to remove LOTO, and re-energize switchgear. Verify voltage at each lineup.
- 1.11. Provide Lakeside Farms with preventive maintenance reports for records. Note any issues that could be a potential failure point in the future.
- 1.12. Special attention will be given to "C" Phase on the main gear as it was determined to have a hot spot by IR scanning on an earlier service call, as well as complaints of excessive noise.

2. Clarifications:

- 2.1. Price is based on after hours Saturday work. If Sunday/Holiday work is required, there will be an additional cost.
- 2.2. The correctness and completeness of the contract documents is the sole responsibility of those who have prepared them. This proposal covers only that work that is adequately shown described and/or detailed in the above referenced contract documents.
- 2.3. CVE reserves its right to accept, reject, or negotiate applicable terms and conditions of any contract to be entered into, in good faith, with the customer upon award of the work. Submission of this proposal shall not bind us to accept or perform the proposed work until terms are fully agreed to by both parties in writing.
- 2.4. CVE is registered with the Department of Industrial Relations as a Registered Public Works Contractor in California DIR. No. 1000002595
- 2.5. The customer to provide clear access to the work area during construction.
- 2.6. Items subject to governmental tariffs effective on or after quotation will be price in effect at time of shipment.
- 2.7. Quotation is valid for 30 days after the date of issue

3. Exclusions:

- 3.1. Price does not include preventive maintenance of solar related equipment.
- 3.2. Bringing existing electrical conditions up to code
- 3.3. Sales tax increase (our price is based upon sales tax of 7.75%)
- 3.4. All permits and fees
- 3.5. Site lighting permits



Chula Vista Electric Co.

9344 Wheatlands Rd.
Santee, CA 92071
www.C-V-E.com

- 3.6. Noise permits
- 3.7. Utility company fees
- 3.8. Design and engineering fees
- 3.9. Premium portion of overtime
- 3.10. Payment and performance bond cost
- 3.11. Bid allowances
- 3.12. Temporary power and lighting
- 3.13. Field painting or coatings
- 3.14. Handling, removal, and disposal of hazardous materials
- 3.15. Fees for underground locating services
- 3.16. Material and or labor escalations
- 3.17. Demolition (CVE will perform safe-off and disconnect at panel location)
- 3.18. Field office or job site security
- 3.19. Portable sanitation facility
- 3.20. Dumpsters

We thank you for the opportunity to assist you on this project and hope that you will favor us with this work. As always, your telephone inquiries will yield a prompt response.

Sincerely,

SHAWN S. HUDSON

shudson@c-v-e.com

Office (619) 420-4500

Mobile (619) 616-1492

Fax (619) 420-9572



Chula Vista Electric

9344 Wheatlands Rd.
Santee, CA 92071
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Matt Upton, Speaking of Success Agreement/Contract for Speaking/Training/Consulting

This agreement/contract is entered into between "Lakeside USD", herein after referred to as "District" and Matt Upton, Speaking of Success, hereinafter referred to as "contractor" on September 19, 2022

The parties agree as follows:

1. SPEAKING/TRAINING/CONSULTANT SERVICES Contractor agrees to perform during the term of this Agreement, the tasks, obligations and services set forth in the "Scope of Serve" attached to and incorporated into this Agreement as "Addendum A".
2. PAYMENT Contractor agrees to undertake the work defined in Addendum B for:

Cost of ½ day ----- 0-4 Hours \$2,900.00*
 Cost of Full Day ----- 0-7+ Hours \$3,400.00*
 ½ day Site by Site Coaching ----- 0-4 Hours \$2,900.00*
 Full Day Site by Site Coaching ----- 0-7+ Hours \$3,400.00*
 1 -2 hour Video/Skype type PD Training (no Travel) ----- 0-2 hours \$900.00
 * Travel and Lodging fees will be calculated upon setting out dates of Collaboration based on best rates
Additional Benefits at no additional Fee:

- 1) Each participant will receive my email and direct line phone number to enable them to connect with me when they need to have further training on Communication, Connection, and Customer Allegiance.
- 2) Each participant will have access to my weekly 35-minute training every Thought-Filled Tuesday
- 3) Each participant will have access to a download all the material of our time together

All payments will be based on invoices submitted by the Matt Upton, Speaking of Success" by Contractor and approved by the District's authorized representative.

Contractor will invoice the District not more frequently than monthly for services performed and expenses incurred during the previous month. The District will render payment within thirty (30) days of receipt of invoice, except that if payment is based on a total price under (a) above, the District will retain ten percent (10%) of the total contract amount (other than travel expenses) until all services under this Agreement have been completed satisfactorily.

3. TERM OF AGREEMENT: The term of this agreement begins "January 27, 2023", extension or renewal requires the mutual written approval of the District and Matt Upton, Speaking of Success. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the Agreement without approval of the District.

The District and or Contractor may terminate this Agreement at any time on 30 days prior written notice to the other party. In the event of cancellation of agreement, the "District" agrees to pay "Contractor" 50% of agreed upon fee for services to compensate for being unable to fill schedule with other work. In the event of termination for reasons other than cause, the District will pay the Contractor for work done up to the time of termination. In the event of termination for cause, Contractor need be compensated only to the extent required by law.

Addendum C: Proposed Dates and event Details

4. TIME FOR PERFORMANCE all services required of the Contractor will be completed on or before the specified end of the term.
5. RECORDS Contractor will maintain full and accurate records in connection with this Agreement and will make them available to the District for inspection at any time. Contractor's work product produced under this Agreement shall be the property of the District.
6. STATUS OF CONTRACTOR The District and Contractor agree that Contractor, in performing the services specified in this Agreement, shall act as an independent Contractor and shall have control in all work and the manner in which it is performed. Contractor shall be free to contract for similar service to be performed for other employers while under contract with the District. Contractor will not accept such engagements, which interfere with performance under this Agreement. Contractor is not entitled to participate in any pension plan, insurance, bonus or similar benefits the District provides for its employees.

It is further agreed that Contractor shall:

- Be responsible for setting their own work schedule and work hours;
- Provide for their own supplies, tools or instruments used at work;
- Work out of their own home, office or business establishment and not from a set location at any District site; and
- Abide by any and all factors affecting independent contractor status.

7. HOLD HARMLESS Contractor shall hold Matt Upton, Speaking of Success", its officers, agents, and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of Contractor, its officers, agents or employees taken under this Agreement.
8. COMPLIANCE WITH LAWS Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.
9. Either party without the express written consent of the other may not assign MODIFICATION OR ASSIGNMENT This Agreement. No modification shall be effective unless approved in writing by the Superintendent or authorized agent and authorized representatives of the parties and their business addresses as follows:

Matt Upton, Speaking of Success Agreement/Contract for Speaking/Training/Consulting

Scope of Services:

All Professional Growth Training will be within the guidelines of the Professional Standards for State and Local School Nutrition Programs Personnel as Required by the Healthy, Hunger-Free Kids Act of 2010 and the final ruling on March 02, 2015, which took effect on July 01, 2015

In addition to any and all department related material and train deemed necessary by the Department Director and agreed on by Matt Upton, Speaking of Success.

Every participant will be provided a workbook for his or her use during the Professional Development and to reference at later dates.

If the department chooses to video the Professional Development Trainings, an unedited copy shall be provided to Matt Upton Speaking of Success.

Department Staff will accompany Matt Upton Speaking of Success to all Site to Site coaching unless previously agreed upon.

Addendum A: Scope of Serve

- * Professional Development in Customer/Student Serve "Celebrate Our Serve"
- * Creating Partnerships of Change with Connective Communication

Addendum B: Expenses

- * Speaking Fee discount to one day \$2,900.00
- * Travel Fee waived
- *

Addendum C: Proposed Dates, times, and details

- * January 27, 2023

Total fees are attached in invoice to be \$2,900.00, to be paid in full upon completion of work on January 27, 2023

0100
~~1300~~ - 7029 - 0000 - 3700 - 5800 - 189 - 770
Fund Res. Goal Func. Object School Op. Unit

LAKESIDE UNION SCHOOL DISTRICT

Lecturer/Performer Agreement

Contract No. L2023-01 PO No. _____

This agreement is hereby entered into between Lakeside Union School District, hereinafter referred to as "District," and,

Matt@MattUpton.net

Contractor Email Address

12189 7th Street pmb 142

Yucaipa, Calif. 92399

Mailing Address City State and Zip Code Taxpayer ID No.

hereinafter referred to as "Contractor."

1. **Services to be Provided by Contractor.**

2. **Term.** Contractor shall commence providing services under this Agreement on January 27, 2023 and will diligently perform as required and complete performance by January 27, 2023

3. **Location. (Please enter site or department)** School Nutrition Services

4. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed \$2,900.00 Dollars (\$_____/hr. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the Business Services Office.

5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for the District, except as follows:

(Specify expenses such as travel, meals, mileage, materials, etc.) (included in total above).

6. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

7. **Standard of Care.** Contractor's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances.

8. **Insurance/Hold Harmless/Indemnification**

- a. The Contractor shall, at his or her expense, carry adequate insurance to fully protect both the Contractor and the District from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the Contractor is traveling to and from a work-related location. Such insurance shall be subject to the District's review and approval prior to provision of the Services described herein.

- b. To the fullest extent permitted by law, the Contractor shall defend (with counsel reasonably approved by the District), indemnify and hold the District, its officials, officers, agents, employees and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law and equity, to property or persons, including wrongful death (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of the Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Contractor's services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.

9. **Worker's Compensation Insurance.** Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Accordingly, Contractor agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend, indemnify and hold the District, its officials, officers, agents and employees harmless from such claim.

10. **Fingerprinting Requirements.** The District anticipates that the Employee:

☒ will not have contact with any students of the District

☐ will have limited contact with students and be supervised by a District employee at all times.

☐ will have contact with students and comply with the District's standard criminal background checks process pursuant to Education Code Section 45125.1. Contact Director of Human Resources for assistance if needed.

11. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Employee 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 actually being performed pursuant to this Agreement. If employed by another school district in the State of California, please specify below: N/A

12. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.

This Agreement is entered into this 19th day of September, 2022.

SCHOOL DISTRICT Contractor

Signature of Authorized Agent Signature of Authorized Agent Typed or Printed Name Typed Name



Title (Area Code) Telephone Number **Board Approval Date:**

LEA: Lakeside Union School District

Nonpublic: Vista Hill Learning Assistance Center

LUSD
Contract #
V2023-065

2022-2023
San Diego County
Nonpublic
Master Contract

Directions:

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

San Diego County Nonpublic Master Contract
Main Document
2022-2023

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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
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LEA: Lakeside Union School District

Nonpublic: Vista Hill Learning Assistance Center

**2022-2023
Nonpublic
Master Contract

Main Document**

**San Diego County Nonpublic Master Contract
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2022-2023

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2022-2023

This contract ("Master Contract") is entered into by and between Lakeside Union School District ("LEA") and Vista Hill Learning Assistance Center ("CONTRACTOR") (collectively "Parties") pursuant to California Education Code section 56366 and California Code of Regulations section 5 CCR 3062 for the provision of special education and/or related services for 2022-2023 academic year.

SECTION 1: TERM

The term of this Master Contract shall be for the period of July 1, 2022, to June 30, 2023. The Parties agree to use their best efforts during the term of this Master Contract to negotiate a successor agreement prior to its expiration. If the Parties execute this contract after July 1, 2022, then the provisions of this Master Contract shall be retroactive to the beginning of the Master Contract Term (July 1, 2022), to cover services provided by CONTRACTOR to LEA pupils, unless otherwise mutually agreed upon by both parties.

SECTION 2: CONTRACT DOCUMENTS

The documents that make up the Master Contract shall include this Main Document and Appendices A (Schools), B (Agencies), and C (Room and Board), as applicable.

SECTION 3: SERVICES PROVIDED TO PUPILS

3.1 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement ("ISA") for each pupil for whom the LEA requests and CONTRACTOR agrees to provide special education and/or related services. The LEA is responsible for completing each pupil's ISA. The ISA for each such pupil shall identify the services to be provided to the pupil pursuant to the pupil's Individualized Education Program ("IEP") or Individualized Family Service Plan ("IFSP"), and the provider of each service identified therein. It is understood that this Master Contract does not commit the CONTRACTOR to provide special education and/or related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit.

3.2 INTERIM WRITTEN APPROVAL

The LEA may provide interim written approval for CONTRACTOR to provide services to a pupil pending completion of an ISA and Master Contract. The interim written approval may be for a maximum period of one hundred and eighty (180) days, beginning with the anticipated pupil start date. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred and eighty (180) day period, the LEA or the CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, until such time as there is a change in placement or subsequent execution of an Individual Services Agreement and Master Contract.

3.3 SERVICES TO BE PROVIDED UNDER ISA OR INTERIM WRITTEN APPROVAL

The ISA and any interim written approval shall require Contractor to provide all special education and related services to pupil specified IEP or IFSP, as applicable, for the time specified in the IEP or IFSP unless otherwise specified therein. Changes to a pupil's educational program, including instruction, services, or instructional setting provided under this Master Contract and the ISA for that pupil, may only be made on the basis of revisions to the pupil's IEP or IFSP. In no case may Contractor expel or exit a pupil placed with Contractor except as provided under Section 11 of this Master Contract.

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2022-2023

3.4 MODIFICATIONS TO IEP/IFSP

3.4.1 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, in which case the LEA shall convene an IEP meeting within 30 days of said notice.

3.4.2 In the event CONTRACTOR believes a pupil requires something other than what is specified in the ISA, Contractor shall immediately notify the LEA.

3.4.3 CONTRACTOR, including the pupil's then-present teacher, shall participate in all IEP/ISFP meetings for such time as the ISA remains in force and effect. If LEA or CONTRACTOR will be recommending significant changes to the pupil's program, placement or services, the LEA's assigned Case Manager and CONTRACTOR'S representatives shall discuss such recommendations prior to the IEP/IFSP meeting.

3.4.4 Any changes to the pupil's IEP or IFSP shall be incorporated into the ISA for that pupil via written amendment.

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

3.5 ASSESSMENTS AND EVALUATIONS

If CONTRACTOR receives a parent request for evaluation or assessment of a pupil, CONTRACTOR shall advise the parent to submit the request in writing to the LEA. 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.

3.6 TRANSPORTATION

Transportation, where specified to be provided to a pupil in the ISA, may only be provided directly by the LEA or by a subcontractor engaged by CONTRACTOR for such purpose. Where the ISA specifies transportation is to be provided by CONTRACTOR, CONTRACTOR shall have in place a transportation safety plan that prescribes procedures to ensure safe transport of pupils including, adequate supervision during the transport and with staff trained in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs.

In the event that the CONTRACTOR provides unscheduled transportation for pupils to or from school (due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and LEA), the transportation rate for such unscheduled transportation services will be at rates to be agreed upon by LEA and the CONTRACTOR.

3.7 BEHAVIORAL INTERVENTION

CONTRACTOR shall comply with all laws applicable to serving pupils with behavioral needs, including but not limited to, laws governing the use of emergency interventions, required reporting, referral, assessment, and modification of the applicable behavioral intervention plan, IEP and/or IFSP, as applicable.

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3.8 PUPIL DISCIPLINE

3.8.1 CONTRACTOR shall maintain and abide by a written policy for pupil discipline that is consistent with state and federal law.

3.8.2 CONTRACTOR shall provide pupils who exhibit serious behavioral challenges timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

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

3.8.4 CONTRACTOR shall immediately submit a written discipline report to the LEA if CONTRACTOR seeks to remove a pupil from his/her current educational placement for disciplinary reasons. The written discipline report shall include, but not be limited to: the pupil's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. Upon receipt, LEA will schedule an IEP meeting and/or manifestation determination review.

3.9 QUARANTINE OF PUPILS

Where a pupil is required to quarantine due to a Public Health Order, or applicable federal, state or local public health guidance, CONTRACTOR will notify the LEA immediately of the pupil's quarantine (as used in this Master Contract, "immediately" shall mean within one business day of CONTRACTOR'S actual knowledge.). So long as the CDE or other regulatory body institutes or provides remote learning or independent study guidance which allows for LEA to obtain ADA funding applicable during such quarantine, CONTRACTOR shall provide services accordingly in such instances where CONTRACTOR is continuing to deliver such services during quarantine which complies with any remote learning or independent study funding requirements, and provides the services outlined in the pupil's IEP, the pupil will not be deemed absent under the terms of the Master Contract and payment for services will not be withheld by the LEA.

SECTION 4: LEA OVERSIGHT

4.1 INITIAL VISIT PRIOR TO PLACEMENT

If the LEA does not already have a pupil placed at CONTRACTOR'S nonpublic school, the LEA shall be entitled to schedule and conduct, at a minimum, one onsite visit to CONTRACTOR'S nonpublic school prior to placement of any pupil at said school.

4.2 ANNUAL VISIT

The LEA shall be entitled to schedule and conduct, at a minimum, one onsite monitoring visit each year during which the LEA has a pupil attending CONTRACTOR'S nonpublic school. The monitoring visit shall include, but shall not be limited to, a review of services provided to the pupil through the ISA, a review of the progress the pupil is making towards the goals set forth in the pupil's IEP, a review of the progress the pupil is making towards the goals set forth in the pupil's behavioral intervention program, if any, an observation of the pupil during instruction and a walkthrough of the facility, and CONTRACTOR'S compliance with the state and federal related special education mandates.

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

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4.3 UNANNOUNCED VISITS

LEA, SELPA and/or their designee(s) shall be entitled to make unannounced visits.

4.4 EVALUATION OF PUPIL PROGRESS

LEA will conduct evaluation of pupil progress in accordance with applicable law, as follows:

4.4.1 Evaluate the educational progress of each pupil placed in a nonpublic, nonsectarian school, including all state assessment results pursuant to the requirements of Section 52052.

4.4.2 Consider whether or not the needs of the pupil continue to be best met at the nonpublic, nonsectarian school and whether changes to the individualized education program of the pupil are necessary, including whether the pupil may be transitioned to a public school setting. This consideration shall be made at the meeting required by subdivision (d) of Section 56343 of the California Education Code.

4.4.3 Ensure the nonpublic, nonsectarian school or agency provides all services in each IEP unless the ISA for that pupil provides otherwise.

4.4.4 CONTRACTOR shall have written procedures in place for measuring pupil's progress on goals identified in the pupil's IEP or IFSP and shall provide written progress to parents and the LEA in accordance with applicable law.

4.4.5 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.

SECTION 5: NONPUBLIC CERTIFICATION

CONTRACTOR is required to obtain and keep current any and all certifications required to provide such special education and related services to pupils as are required by the ISA of each pupil CONTRACTOR enrolls per this Master Contract. 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. However, such nullification shall not affect LEA's obligations to pay for services provided by CONTRACTOR while validly certified. Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto.

SECTION 6: PERSONNEL

6.1 REQUIRED CREDENTIALS, LICENSE AND/OR OTHER QUALIFICATIONS

CONTRACTOR shall assign only appropriately qualified personnel to provide contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement, including appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations. All non-credentialed teachers and non-licensed service providers shall be required to obtain a waiver. 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.

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2022-2023

6.2 VERIFICATION OF CREDENTIALS

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

6.3 TRAINING

CONTRACTOR shall be responsible for all training necessary to provide appropriate services per IEP/IFSP, including training in implementing Behavior Intervention Plan(s) as applicable.

6.4 STAFF TO PUPIL RATIOS

Staff to pupil ratios for any given pupil shall be as specified in the pupil's ISA.

6.5 FINGERPRINTING AND TUBERCULOSIS TESTING

CONTRACTOR shall ensure that employee background checks and tuberculosis screenings are conducted in accordance with state and federal law and shall maintain a record of same. Upon Request by LEA, CONTRACTOR shall provide to LEA as verification documents provided to the CDE

6.6 ACKNOWLEDGMENT OF MANDATED REPORTER OBLIGATIONS

CONTRACTOR shall provide such training as is required under California law regarding child abuse reporting and shall maintain signed statements from all personnel acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

SECTION 7: COMPENSATION

CONTRACTOR shall be paid in accordance with the terms set forth in Appendix A, B and/or C, as applicable.

SECTION 8: BILLING AND PAYMENT

8.1 INVOICES

CONTRACTOR shall submit invoices monthly 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. Invoices should clearly reflect rates set forth in Appendix A, B &/or C, as applicable for services provided in accordance with the applicable ISA or interim written approval. Any related mental health services should be billed by the CONTRACTOR in a separate invoice.

8.2 LATE INVOICES

If LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, unless LEA has agreed to an extension of time for

**San Diego County Nonpublic Master Contract
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2022-2023

CONTRACTOR to submit the invoice. An invoice shall be deemed received on the confirmed date of receipt by LEA.

8.3 PAYMENT

LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice. Payment shall reference the invoice number or date and shall be in the amount of the invoice unless LEA has issued a Notice of Withholding pursuant to Section 8.5. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the Individual Services Agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements.

8.4 LATE PAYMENT

If the payment by LEA is not postmarked within forty-five (45) days of the receipt of the invoice, LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid. Such interest shall be calculated beginning day forty-six (46) from receipt of the invoice in accordance with standard accounting procedures.

8.5 RIGHT TO WITHHOLD

LEA shall be entitled to withhold payment to CONTRACTOR, only if LEA notifies CONTRACTOR within 10 days of receipt of CONTRACTOR'S invoice, that LEA has reliable evidence, which shall be described in writing to Contractor in the notice of withholding of any of the following:

8.5.1 Service is provided to one or more pupils by personnel who are not appropriately credentialed/licensed;

8.5.2 Records required by LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR'S educational program have not been received;

8.5.3 CONTRACTOR confirms a pupil's change of residence to another district and fails to notify LEA within five (5) days thereof;

8.5.4 CONTRACTOR fails to notify LEA within five (5) days after the 10th consecutive school day of a pupil's absence.

Nothing in this Section waives the LEA's right to later seek reimbursement for CONTRACTOR's actual failure to comply with the requirements outlined in subsections 8.5.1; 8.5.2; 8.5.3; or 8.5.4 of this section, provided however, that LEA may not seek any such reimbursement after 90 days from the end of the operative Master Contract term.

8.6 CALCULATION OF WITHHOLDING

If the basis for withholding is subsection 8.5.1 of this section, the amount withheld by LEA shall be limited to payment for services provided by the relevant personnel. If the basis of the withholding is 8.5.2 to 8.5.4 of this section, LEA shall withhold a proportionate amount for services provided to that pupil.

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8.7 OPPORTUNITY TO CURE

CONTRACTOR shall have ten business days from receipt of LEA's notice of withholding to take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding. Upon request and a showing of good cause, LEA shall extend that time by an additional ten (10) business days. Upon verification of remediation of identified deficiencies and receipt of rebilling, LEA shall pay the resubmitted invoice in accordance with section 8.3, above. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within forty-five (45) calendar days of the notice of withholding, the withheld amount shall be forfeited.

8.8 SERVICES PROVIDED FOLLOWING EXPIRATION OF THE MASTER CONTRACT

In the event that a successor Master Contract is not agreed upon prior to the expiration of this Master Contract, and CONTRACTOR continues to provide services to LEA'S pupils, LEA shall make payment to CONTRACTOR in accordance with the rates set forth in Appendix A, B or C, as applicable, pending the agreement on a successor Master Contract.

8.9 MEDI-CAL REIMBURSEMENT

CONTRACTOR shall provide to LEA, upon request, documentation of all services which may be reimbursable by Medi-Cal. LEA shall have the sole right to submit claims for reimbursement to Medi-Cal, including through the LEA Billing Option Program

SECTION 9: RECORDKEEPING AND REPORTING

9.1 ACCESS TO PUPIL RECORDS

CONTRACTOR shall provide LEA and/or parent upon request, copies of all requested records pertaining to any pupil assigned by LEA to Contractor within the time required by law for the provision of such pupil records. Notwithstanding this provision, LEA shall remain the custodian of the pupil's records pursuant to Education Code Section 49062.

9.2 PUPIL DATA REPORTING

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

9.3 PUPIL INJURY REPORTING

CONTRACTOR shall prepare a written report and provide such report to the LEA case manager no later than the end of the following day when a pupil suffers an injury requiring medical attention.

9.4 ANNUAL REPORTING

CONTRACTOR shall provide copies of all pupil records on an annual basis including, but not limited to, current transcripts, IEP/IFSPs and results of performance testing and all information required for compliance with federal and state data reporting requirements. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

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9.5 TRANSFER OF PUPIL RECORDS UPON SCHOOL CLOSURE OR DISENROLLMENT

Upon school closure or disenrollment of a pupil CONTRACTOR shall immediately transfer to LEA all "pupil records" under state or federal law. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

9.6 CONTRACTOR REPORTING

CONTRACTOR shall be responsible for all reporting required by state or federal law including, but not limited to, child abuse reporting, reporting of missing pupils, pupil injury reporting, and shall retain all records pertaining to training and acknowledgment of duties pertaining to required reporting.

9.7 FISCAL RECORDS

CONTRACTOR agrees to maintain operations in a manner consistent with law, regulations, safety, and good practice and shall maintain records in sufficient detail to verify its billed services to LEA. CONTRACTOR shall provide access to, or forward copies of, documents relating to services provided under this Master Contract to LEA within twenty (20) days upon reasonable request, except as otherwise required by law. 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; Such records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit upon LEA request.

9.8 AUDIT EXCEPTIONS

CONTRACTOR shall be responsible to receive, reply to, and/or comply with any audit exceptions identified by appropriate LEA personnel, consultants or state or federal audit agencies occurring as a result of CONTRACTOR'S performance of this contract. Upon being notified of any financial penalties by or assessed against the LEA attributable to the CONTRACTOR for failure to properly perform any of its obligations under this contract, the CONTRACTOR shall pay LEA within thirty (30) days, unless contested by CONTRACTOR. After resolution of CONTRACTOR's contention, any remaining funds owed to the LEA shall be paid within thirty (30) days. Any, and all audit exceptions must be specified in detail before any demand from the LEA for any amount requested.

9.9 CONFIDENTIALITY OF RECORDS

CONTRACTOR shall be responsible for and required to protect the confidentiality of pupil records as required by law.

SECTION 10: MODIFICATIONS/AMENDMENTS

This Master Contract and any ISA agreed to hereunder may not be amended without the prior written consent of both parties.

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SECTION 11: TERMINATION

This Master Contract and/or any ISA may be terminated as follows:

11.1 Upon the mutual agreement of the parties.

11.2 For cause by either party, upon twenty (20) days written notice to the other party, or earlier by mutual agreement. Cause for termination shall include, but not be limited to:

11.2.1 The expiration revocation, rescission, or cancellation of any certification required for CONTRACTOR to provide special education and/or related services as may be required by the ISA of each pupil enrolled by Contractor pursuant to this Master Contract.

11.2.2 The material breach of this Master Contract by either party, including but not limited to CONTRACTOR's failure to maintain required insurance.

11.2.3 For an ISA, the pupil requires services beyond the capacity of CONTRACTOR'S certification or level of staffing.

11.2.4 For an ISA, the pupil's continued presence materially and adversely affects the provision of services to other pupils.

11.2.5 For an ISA, the pupil presents a safety risk to other pupils or staff.

11.2.6 For an ISA, the acts or omissions of the pupil's parent, guardian or advocate materially interfere with CONTRACTOR in the IEP formulation or delivery of services to the pupil or other pupils.

11.2.7 Any ISA agreed to pursuant to this Master Contract shall be terminated upon termination of this Master Contract.

11.3 Cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the pupil to a public school program.

11.4 Termination of the Master Contract or ISA shall not affect LEA's payment obligations under Section 8, for services rendered prior to termination.

11.5 In the event CONTRACTOR believes that a pupil involved in a pending ISA termination presents a risk of substantial disruption or harm to others or the pupil, the parties shall confer on an immediate basis to determine alternate means of safely delivering services during the notice period.

SECTION 12: RENEWAL

This Master Contract may be renewed upon the written agreement of the Parties. In the event that a pupil is enrolled with the CONTRACTOR during the term of this Master Contract and said pupil continues to receive special education and/or related services from CONTRACTOR after expiration of this Master Contract and a new master contract has not yet been executed, the terms of this Master Contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR until the successor Master Contract is executed. LEA's payment obligation under Section 8 shall apply to all services provided by CONTRACTOR under this section. This provision is solely for the purpose of avoiding interruption of services during extended contract negotiations. However, nothing in this provision shall obligate CONTRACTOR to provide

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services after the expiration of this Master Contract. If CONTRACTOR intends not to renew the Master Contract, CONTRACTOR shall provide LEA at least 30 days written notice of such intent. If the renewal Master Contract includes a rate increase, the rates shall be retroactive to the start of the Master Contract term, unless the parties agree otherwise.

SECTION 13: COMPLIANCE WITH LAW

During the term of this contract, CONTRACTOR and LEA shall comply with all applicable federal, state and local laws and regulations relating to the provision of services under this Master Contract and any associated ISAs.

SECTION 14: NON-DISCRIMINATION STATEMENT

CONTRACTOR and LEA do not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation with regard to employment, contracting and the provision of services. CONTRACTOR and LEA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 15: INDEPENDENT CONTRACTOR STATUS

This Master 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.

SECTION 16: STANDARD OF PERFORMANCE

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards of each services provider's licensure or certification in the State of California, or as applicable, under the standards prescribed by the California Department of Education.

SECTION 17: SUBCONTRACT AND ASSIGNMENT

CONTRACTOR may not subcontract or assign its obligation under this Master Contract or related ISA without the express written consent of LEA. However, CONTRACTOR may subcontract out transportation services. CONTRACTOR may subcontract individual service providers on a temporary basis in the case of staffing absences or staff shortages without written consent, however if such temporary staffing persists longer than one-month, then written consent of LEA is required. Any other subcontract or assignment shall require written consent of the LEA, and such approval shall not be unreasonably withheld.

SECTION 18: INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless LEA and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from CONTRACTOR'S wrongful acts, omissions, or negligent performance under this Master Contract.

LEA shall indemnify and hold harmless CONTRACTOR and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities

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(collectively "liabilities"), to the extent such liabilities arise from LEA'S wrongful acts, omissions, or negligent performance under this Master Contract.

The terms of this section shall survive termination of this Master Contract.

SECTION 19: INSURANCE

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall procure and maintain in effect for the term of this Master Contract a policy or policies of insurance and coverage limits as follow.

General Liability	\$1,000,000/3,000,000
Professional Liability	\$1,000,000/2,000,000
Auto liability owned and non-owned vehicles	\$1,000,000/3,000,000
(This provision is applicable only if CONTRACTOR provides transportation services)	
Workers Compensation	(per statute)

The parties agree that the above-listed coverage limits are expected to be sufficient to insure the indemnity and defense obligation undertaken by CONTRACTOR pursuant to Section 18, above, and shall be endorsed to name LEA as an additional insured. Said additional insured endorsement must specify that any coverage which may otherwise be available to LEA is primary and non-contributory.

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.

Not later than the effective date of this Master Contract, the CONTRACTOR shall provide the LEA with a satisfactory certificate or evidence of insurance for all coverage required under this Master Contract. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to LEA at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Independently from the insurer's obligation to provide notice to the LEA, the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer.

SECTION 20: ENTIRE AGREEMENT

This Master Contract constitutes the entire agreement between the parties. There are no understandings, agreement, or representations not specified in this Master Contract.

SECTION 21: 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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SECTION 22: 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.

SECTION 23: ELECTRONIC SIGNATURES

CONTRACTOR and LEA consent to conducting transactions for this Master Contract via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by LEA.

23.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), CONTRACTOR and LEA agree to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent a handwritten signature. CONTRACTOR and LEA further agree that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to this Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. CONTRACTOR and LEA agree that the transactions conducted electronically relating to this Agreement shall be binding upon each of them.

23.2 CONTRACTOR and LEA agree that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Each party understands that the other may suspend or terminate the use of electronic signatures in its reasonable discretion (but such action shall not affect previous electronically signed documents).

23.3 CONTRACTOR and LEA will use the electronic signature to establish identity and sign electronic documents and forms relating to the Master Contract and Amendments. CONTRACTOR and LEA are solely responsible for protecting the electronic signature. If either party suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then the discovering party will immediately notify the other party and request that the electronic signature be revoked. CONTRACTOR and LEA will then immediately cease all use of the electronic signature. CONTRACTOR and LEA agree to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

SECTION 24: NOTICES

Notices provided for by this Master Contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered via certified, registered, or return receipt requested mail, postage prepaid, email or 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 all notices shall be the date of the postmark, email or 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, after which all future notices shall be addressed to that individual. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, notification may be given to the individual executing this Master Contract, or the individual with whom the notifying party normally communicates on related matters for the other party. If the individual designated below is no longer employed by the party, or is no longer in the designated position, notification may be made to the person currently in the position (whether in a permanent or interim capacity).

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Notices to the LEA:

Danielle Clark, Director of Special Education

Name/Title

Lakeside Union School District

Local Education Agency

12335 Woodside Ave.

Address

Lakeside CA 92040

City State Zip

(619) 390-2620

Phone

(619) 390-2597

Facsimile

dclark@lsusd.net

Email Address

Notices to the CONTRACTOR:

Robert Dean, CEO

Name/Title

Vista Hill Learning Assistance Center

Nonpublic

8910 Clairmont Mesa Blvd.

Address

San Diego CA 92123

City State Zip

(858) 514-5121

Phone

(858) 514-5192

Facsimile

rdean@vistahill.org

Email Address

SECTION 25: 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 of this Master 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) through third party mediation before a mutually agreed upon mediator, or 3) by civil court action.

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SECTION 26: SIGNATURES

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

This Master Contract is effective on July 1, 2022 and terminates at 5:00 p.m. on June 30, 2023 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic ☐ School ☒ Agency

Robert Dean
Authorized Representative Signature

DATE: 9/19/2022

Robert Dean, CEO
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Lisa Davis, Assistant Superintendent
(Type) Name and Title

LEA Board Approval

DATE: _____

LEA: Lakeside Union School District

Nonpublic: Vista Hill Learning Assistance Center

2022-2023 Nonpublic Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

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NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

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

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

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

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

1.3 CALENDAR

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

1.4 PARENT VISITS/COMMUNICATION

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
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1.5 OWNERSHIP

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

1.6 STAFF ABSENCES

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

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil'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 24 (Notices) of the Nonpublic Master Contract. The LEA shall be 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 CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (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 pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

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

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: Vista Hill Learning Assistance Center

CONTRACTOR NPA ID NUMBER: 1A-37-148

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

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u></u>	<u></u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Language and Speech (415)</u>	<u></u>	<u></u>
<u>Language and Speech (415) - Licensed SLP-A</u>	<u></u>	<u></u>
<u>Language and Speech (415) – Speech Therapy Aide</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services RN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u></u>	<u></u>
<u>Assistive Technology Services – Credentialed (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services - Classified (445)</u>	<u></u>	<u></u>
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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

Robert Dean
Authorized Representative Signature
Robert Dean
(Type) Name and Title

DATE: 9/19/2022

LEA
Local Educational Agency

Lisa Davis
Authorized Representative Signature
Lisa Davis, Assistant Superintendent
(Type) Name and Title

DATE: _____

LEA Board Approval

DATE: _____

East County SELPA Nonpublic Master Contract

CHECKLIST

This checklist is not part of the Master Contract Documents. It is intended only to assist the Local Education Agency (LEA) in the completion and approval of the Master Contract process.

Send to SELPA for review Date sent: 9/21/2022

NPS/A Name: Vista Hill Learning Assistance Center

(NOTE: SELPA review should be completed prior to Board Approval/Full Execution of Contract)

1. Verified NPS/A has agreed upon negotiated rates: ☒ Yes ☐ No (If no, see 3)
2. Rates in the Master Contract reflect the agreed upon rates: ☒ Yes ☐ No (If no, rates need to be corrected)
3. If the NPS/A does not have agreed upon rates:

Verify that the NPS/A is Certified by the CDE: ☐ Yes ☐ No (If no, do not use the Master Contract)

SELPA Review

Per the Master Contract Guidelines, the SELPA signature is no longer required on the Contract documents. However, SELPA reviews for content accuracy and completion/review of the rates only. Please submit this Checklist with the Master Contract Documents to the SELPA for final review, prior to LEA Board Approval/Full Execution of Contract.

Heather DiFede

SELPA Signature

9/21/2022

Date

LEA: Lakeside Union School District

Nonpublic: Stein Education Center

LUSD
Contract #
V2023-064

2022-2023
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.*

LEA: Lakeside Union School District

Nonpublic: Stein Education Center

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This contract ("Master Contract") is entered into by and between Lakeside Union School District ("LEA") and Stein Education Center ("CONTRACTOR") (collectively "Parties") pursuant to California Education Code section 56366 and California Code of Regulations section 5 CCR 3062 for the provision of special education and/or related services for 2022-2023 academic year.

SECTION 1: TERM

The term of this Master Contract shall be for the period of July 1, 2022, to June 30, 2023. The Parties agree to use their best efforts during the term of this Master Contract to negotiate a successor agreement prior to its expiration. If the Parties execute this contract after July 1, 2022, then the provisions of this Master Contract shall be retroactive to the beginning of the Master Contract Term (July 1, 2022), to cover services provided by CONTRACTOR to LEA pupils, unless otherwise mutually agreed upon by both parties.

SECTION 2: CONTRACT DOCUMENTS

The documents that make up the Master Contract shall include this Main Document and Appendices A (Schools), B (Agencies), and C (Room and Board), as applicable.

SECTION 3: SERVICES PROVIDED TO PUPILS

3.1 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement ("ISA") for each pupil for whom the LEA requests and CONTRACTOR agrees to provide special education and/or related services. The LEA is responsible for completing each pupil's ISA. The ISA for each such pupil shall identify the services to be provided to the pupil pursuant to the pupil's Individualized Education Program ("IEP") or Individualized Family Service Plan ("IFSP"), and the provider of each service identified therein. It is understood that this Master Contract does not commit the CONTRACTOR to provide special education and/or related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit.

3.2 INTERIM WRITTEN APPROVAL

The LEA may provide interim written approval for CONTRACTOR to provide services to a pupil pending completion of an ISA and Master Contract. The interim written approval may be for a maximum period of one hundred and eighty (180) days, beginning with the anticipated pupil start date. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred and eighty (180) day period, the LEA or the CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, until such time as there is a change in placement or subsequent execution of an Individual Services Agreement and Master Contract.

3.3 SERVICES TO BE PROVIDED UNDER ISA OR INTERIM WRITTEN APPROVAL

The ISA and any interim written approval shall require Contractor to provide all special education and related services to pupil specified IEP or IFSP, as applicable, for the time specified in the IEP or IFSP unless otherwise specified therein. Changes to a pupil's educational program, including instruction, services, or instructional setting provided under this Master Contract and the ISA for that pupil, may only be made on the basis of revisions to the pupil's IEP or IFSP. In no case may Contractor expel or exit a pupil placed with Contractor except as provided under Section 11 of this Master Contract.

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3.4 MODIFICATIONS TO IEP/IFSP

3.4.1 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, in which case the LEA shall convene an IEP meeting within 30 days of said notice.

3.4.2 In the event CONTRACTOR believes a pupil requires something other than what is specified in the ISA, Contractor shall immediately notify the LEA.

3.4.3 CONTRACTOR, including the pupil's then-present teacher, shall participate in all IEP/IFSP meetings for such time as the ISA remains in force and effect. If LEA or CONTRACTOR will be recommending significant changes to the pupil's program, placement or services, the LEA's assigned Case Manager and CONTRACTOR'S representatives shall discuss such recommendations prior to the IEP/IFSP meeting.

3.4.4 Any changes to the pupil's IEP or IFSP shall be incorporated into the ISA for that pupil via written amendment.

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

3.5 ASSESSMENTS AND EVALUATIONS

If CONTRACTOR receives a parent request for evaluation or assessment of a pupil, CONTRACTOR shall advise the parent to submit the request in writing to the LEA. 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.

3.6 TRANSPORTATION

Transportation, where specified to be provided to a pupil in the ISA, may only be provided directly by the LEA or by a subcontractor engaged by CONTRACTOR for such purpose. Where the ISA specifies transportation is to be provided by CONTRACTOR, CONTRACTOR shall have in place a transportation safety plan that prescribes procedures to ensure safe transport of pupils including, adequate supervision during the transport and with staff trained in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs.

In the event that the CONTRACTOR provides unscheduled transportation for pupils to or from school (due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and LEA), the transportation rate for such unscheduled transportation services will be at rates to be agreed upon by LEA and the CONTRACTOR.

3.7 BEHAVIORAL INTERVENTION

CONTRACTOR shall comply with all laws applicable to serving pupils with behavioral needs, including but not limited to, laws governing the use of emergency interventions, required reporting, referral, assessment, and modification of the applicable behavioral intervention plan, IEP and/or IFSP, as applicable.

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3.8 PUPIL DISCIPLINE

3.8.1 CONTRACTOR shall maintain and abide by a written policy for pupil discipline that is consistent with state and federal law.

3.8.2 CONTRACTOR shall provide pupils who exhibit serious behavioral challenges timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

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

3.8.4 CONTRACTOR shall immediately submit a written discipline report to the LEA if CONTRACTOR seeks to remove a pupil from his/her current educational placement for disciplinary reasons. The written discipline report shall include, but not be limited to: the pupil's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. Upon receipt, LEA will schedule an IEP meeting and/or manifestation determination review.

3.9 QUARANTINE OF PUPILS

Where a pupil is required to quarantine due to a Public Health Order, or applicable federal, state or local public health guidance, CONTRACTOR will notify the LEA immediately of the pupil's quarantine (as used in this Master Contract, "immediately" shall mean within one business day of CONTRACTOR'S actual knowledge.) So long as the CDE or other regulatory body institutes or provides remote learning or independent study guidance which allows for LEA to obtain ADA funding applicable during such quarantine, CONTRACTOR shall provide services accordingly. In such instances where CONTRACTOR is continuing to deliver such services during quarantine which complies with any remote learning or independent study funding requirements, and provides the services outlined in the pupil's IEP, the pupil will not be deemed absent under the terms of the Master Contract and payment for services will not be withheld by the LEA.

SECTION 4: LEA OVERSIGHT

4.1 INITIAL VISIT PRIOR TO PLACEMENT

If the LEA does not already have a pupil placed at CONTRACTOR'S nonpublic school, the LEA shall be entitled to schedule and conduct, at a minimum, one onsite visit to CONTRACTOR'S nonpublic school prior to placement of any pupil at said school.

4.2 ANNUAL VISIT

The LEA shall be entitled to schedule and conduct, at a minimum, one onsite monitoring visit each year during which the LEA has a pupil attending CONTRACTOR'S nonpublic school. The monitoring visit shall include, but shall not be limited to, a review of services provided to the pupil through the ISA, a review of the progress the pupil is making towards the goals set forth in the pupil's IEP, a review of the progress the pupil is making towards the goals set forth in the pupil's behavioral intervention program, if any, an observation of the pupil during instruction and a walkthrough of the facility, and CONTRACTOR'S compliance with the state and federal related special education mandates.

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4.3 UNANNOUNCED VISITS

LEA, SELPA and/or their designee(s) shall be entitled to make unannounced visits.

4.4 EVALUATION OF PUPIL PROGRESS

LEA will conduct evaluation of pupil progress in accordance with applicable law, as follows:

4.4.1 Evaluate the educational progress of each pupil placed in a nonpublic, nonsectarian school, including all state assessment results pursuant to the requirements of Section 52052.

4.4.2 Consider whether or not the needs of the pupil continue to be best met at the nonpublic, nonsectarian school and whether changes to the individualized education program of the pupil are necessary, including whether the pupil may be transitioned to a public school setting. This consideration shall be made at the meeting required by subdivision (d) of Section 56343 of the California Education Code.

4.4.3 Ensure the nonpublic, nonsectarian school or agency provides all services in each IEP unless the ISA for that pupil provides otherwise.

4.4.4 CONTRACTOR shall have written procedures in place for measuring pupil's progress on goals identified in the pupil's IEP or IFSP and shall provide written progress to parents and the LEA in accordance with applicable law.

4.4.5 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.

SECTION 5: NONPUBLIC CERTIFICATION

CONTRACTOR is required to obtain and keep current any and all certifications required to provide such special education and related services to pupils as are required by the ISA of each pupil CONTRACTOR enrolls per this Master Contract. 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. However, such nullification shall not affect LEA's obligations to pay for services provided by CONTRACTOR while validly certified. Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto.

SECTION 6: PERSONNEL

6.1 REQUIRED CREDENTIALS, LICENSE AND/OR OTHER QUALIFICATIONS

CONTRACTOR shall assign only appropriately qualified personnel to provide contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement, including appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations. All non-credentialed teachers and non-licensed service providers shall be required to obtain a waiver. 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.

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6.2 VERIFICATION OF CREDENTIALS

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

6.3 TRAINING

CONTRACTOR shall be responsible for all training necessary to provide appropriate services per IEP/IFSP, including training in implementing Behavior Intervention Plan(s) as applicable.

6.4 STAFF TO PUPIL RATIOS

Staff to pupil ratios for any given pupil shall be as specified in the pupil's ISA.

6.5 FINGERPRINTING AND TUBERCULOSIS TESTING

CONTRACTOR shall ensure that employee background checks and tuberculosis screenings are conducted in accordance with state and federal law and shall maintain a record of same. Upon Request by LEA, CONTRACTOR shall provide to LEA its verification documents provided to the CDE.

6.6 ACKNOWLEDGMENT OF MANDATED REPORTER OBLIGATIONS

CONTRACTOR shall provide such training as is required under California law regarding child abuse reporting and shall maintain signed statements from all personnel acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

SECTION 7: COMPENSATION

CONTRACTOR shall be paid in accordance with the terms set forth in Appendix A, B and/or C, as applicable.

SECTION 8: BILLING AND PAYMENT

8.1 INVOICES

CONTRACTOR shall submit invoices monthly 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. Invoices should clearly reflect rates set forth in Appendix A, B &/or C, as applicable for services provided in accordance with the applicable ISA or interim written approval. Any related mental health services should be billed by the CONTRACTOR in a separate invoice.

8.2 LATE INVOICES

If LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, unless LEA has agreed to an extension of time for

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CONTRACTOR to submit the invoice. An invoice shall be deemed received on the confirmed date of receipt by LEA.

8.3 PAYMENT

LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice. Payment shall reference the invoice number or date and shall be in the amount of the invoice unless LEA has issued a Notice of Withholding pursuant to Section 8.5. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the Individual Services Agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements.

8.4 LATE PAYMENT

If the payment by LEA is not postmarked within forty-five (45) days of the receipt of the invoice, LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid. Such interest shall be calculated beginning day forty-six (46) from receipt of the invoice in accordance with standard accounting procedures.

8.5 RIGHT TO WITHHOLD

LEA shall be entitled to withhold payment to CONTRACTOR, only if LEA notifies CONTRACTOR within 10 days of receipt of CONTRACTOR'S invoice, that LEA has reliable evidence, which shall be described in writing to Contractor in the notice of withholding of any of the following:

8.5.1 Service is provided to one or more pupils by personnel who are not appropriately credentialed/licensed;

8.5.2 Records required by LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR'S educational program have not been received;

8.5.3 CONTRACTOR confirms a pupil's change of residence to another district and fails to notify LEA within five (5) days thereof;

8.5.4 CONTRACTOR fails to notify LEA within five (5) days after the 10th consecutive school day of a pupil's absence.

Nothing in this Section waives the LEA's right to later seek reimbursement for CONTRACTOR's actual failure to comply with the requirements outlined in subsections 8.5.1; 8.5.2; 8.5.3; or 8.5.4 of this section, provided however, that LEA may not seek any such reimbursement after 90 days from the end of the operative Master Contract term.

8.6 CALCULATION OF WITHHOLDING

If the basis for withholding is subsection 8.5.1 of this section, the amount withheld by LEA shall be limited to payment for services provided by the relevant personnel. If the basis of the withholding is 8.5.2 to 8.5.4 of this section, LEA shall withhold a proportionate amount for services provided to that pupil.

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8.7 OPPORTUNITY TO CURE

CONTRACTOR shall have ten business days from receipt of LEA's notice of withholding to take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding. Upon request and a showing of good cause, LEA shall extend that time by an additional ten (10) business days. Upon verification of remediation of identified deficiencies and receipt of rebilling, LEA shall pay the resubmitted invoice in accordance with section 8.3, above. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within forty-five (45) calendar days of the notice of withholding, the withheld amount shall be forfeited.

8.8 SERVICES PROVIDED FOLLOWING EXPIRATION OF THE MASTER CONTRACT

In the event that a successor Master Contract is not agreed upon prior to the expiration of this Master Contract, and CONTRACTOR continues to provide services to LEA'S pupils, LEA shall make payment to CONTRACTOR in accordance with the rates set forth in Appendix A, B or C, as applicable, pending the agreement on a successor Master Contract.

8.9 MEDI-CAL REIMBURSEMENT

CONTRACTOR shall provide to LEA, upon request, documentation of all services which may be reimbursable by Medi-Cal. LEA shall have the sole right to submit claims for reimbursement to Medi-Cal, including through the LEA Billing Option Program

SECTION 9: RECORDKEEPING AND REPORTING

9.1 ACCESS TO PUPIL RECORDS

CONTRACTOR shall provide LEA and/or parent upon request, copies of all requested records pertaining to any pupil assigned by LEA to Contractor within the time required by law for the provision of such pupil records. Notwithstanding this provision, LEA shall remain the custodian of the pupil's records pursuant to Education Code Section 49062.

9.2 PUPIL DATA REPORTING

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

9.3 PUPIL INJURY REPORTING

CONTRACTOR shall prepare a written report and provide such report to the LEA case manager no later than the end of the following day when a pupil suffers an injury requiring medical attention.

9.4 ANNUAL REPORTING

CONTRACTOR shall provide copies of all pupil records on an annual basis including, but not limited to, current transcripts, IEP/IFSPs and results of performance testing and all information required for compliance with federal and state data reporting requirements. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

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9.5 TRANSFER OF PUPIL RECORDS UPON SCHOOL CLOSURE OR DISENROLLMENT

Upon school closure or disenrollment of a pupil CONTRACTOR shall immediately transfer to LEA all "pupil records" under state or federal law. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

9.6 CONTRACTOR REPORTING

CONTRACTOR shall be responsible for all reporting required by state or federal law including, but not limited to, child abuse reporting, reporting of missing pupils, pupil injury reporting, and shall retain all records pertaining to training and acknowledgment of duties pertaining to required reporting.

9.7 FISCAL RECORDS

CONTRACTOR agrees to maintain operations in a manner consistent with law, regulations, safety, and good practice and shall maintain records in sufficient detail to verify its billed services to LEA. CONTRACTOR shall provide access to, or forward copies of, documents relating to services provided under this Master Contract to LEA within twenty (20) days upon reasonable request, except as otherwise required by law. 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; Such records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit upon LEA request.

9.8 AUDIT EXCEPTIONS

CONTRACTOR shall be responsible to receive, reply to, and/or comply with any audit exceptions identified by appropriate LEA personnel, consultants or state or federal audit agencies occurring as a result of CONTRACTOR'S performance of this contract. Upon being notified of any financial penalties by or assessed against the LEA attributable to the CONTRACTOR for failure to properly perform any of its obligations under this contract, the CONTRACTOR shall pay LEA within thirty (30) days, unless contested by CONTRACTOR. After resolution of CONTRACTOR's contention, any remaining funds owed to the LEA shall be paid within thirty (30) days. Any, and all audit exceptions must be specified in detail before any demand from the LEA for any amount requested.

9.9 CONFIDENTIALITY OF RECORDS

CONTRACTOR shall be responsible for and required to protect the confidentiality of pupil records as required by law.

SECTION 10: MODIFICATIONS/AMENDMENTS

This Master Contract and any ISA agreed to hereunder may not be amended without the prior written consent of both parties.

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SECTION 11: TERMINATION

This Master Contract and/or any ISA may be terminated as follows:

11.1 Upon the mutual agreement of the parties.

11.2 For cause by either party, upon twenty (20) days written notice to the other party, or earlier by mutual agreement. Cause for termination shall include, but not be limited to:

11.2.1 The expiration revocation, rescission, or cancellation of any certification required for CONTRACTOR to provide special education and/or related services as may be required by the ISA of each pupil enrolled by Contractor pursuant to this Master Contract.

11.2.2 The material breach of this Master Contract by either party, including but not limited to CONTRACTOR's failure to maintain required insurance.

11.2.3 For an ISA, the pupil requires services beyond the capacity of CONTRACTOR'S certification or level of staffing.

11.2.4 For an ISA, the pupil's continued presence materially and adversely affects the provision of services to other pupils.

11.2.5 For an ISA, the pupil presents a safety risk to other pupils or staff.

11.2.6 For an ISA, the acts or omissions of the pupil's parent, guardian or advocate materially interfere with CONTRACTOR in the IEP formulation or delivery of services to the pupil or other pupils.

11.2.7 Any ISA agreed to pursuant to this Master Contract shall be terminated upon termination of this Master Contract.

11.3 Cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the pupil to a public school program.

11.4 Termination of the Master Contract or ISA shall not affect LEA's payment obligations under Section 8, for services rendered prior to termination.

11.5 In the event CONTRACTOR believes that a pupil involved in a pending ISA termination presents a risk of substantial disruption or harm to others or the pupil, the parties shall confer on an immediate basis to determine alternate means of safely delivering services during the notice period.

SECTION 12: RENEWAL

This Master Contract may be renewed upon the written agreement of the Parties. In the event that a pupil is enrolled with the CONTRACTOR during the term of this Master Contract and said pupil continues to receive special education and/or related services from CONTRACTOR after expiration of this Master Contract and a new master contract has not yet been executed, the terms of this Master Contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR until the successor Master Contract is executed. LEA's payment obligation under Section 8 shall apply to all services provided by CONTRACTOR under this section. This provision is solely for the purpose of avoiding interruption of services during extended contract negotiations. However, nothing in this provision shall obligate CONTRACTOR to provide

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services after the expiration of this Master Contract. If CONTRACTOR intends not to renew the Master Contract, CONTRACTOR shall provide LEA at least 30 days written notice of such intent. If the renewal Master Contract includes a rate increase, the rates shall be retroactive to the start of the Master Contract term, unless the parties agree otherwise.

SECTION 13: COMPLIANCE WITH LAW

During the term of this contract, CONTRACTOR and LEA shall comply with all applicable federal, state and local laws and regulations relating to the provision of services under this Master Contract and any associated ISAs.

SECTION 14: NON-DISCRIMINATION STATEMENT

CONTRACTOR and LEA do not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation with regard to employment, contracting and the provision of services. CONTRACTOR and LEA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 15: INDEPENDENT CONTRACTOR STATUS

This Master 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.

SECTION 16: STANDARD OF PERFORMANCE

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards of each services provider's licensure or certification in the State of California, or as applicable, under the standards prescribed by the California Department of Education.

SECTION 17: SUBCONTRACT AND ASSIGNMENT

CONTRACTOR may not subcontract or assign its obligation under this Master Contract or related ISA without the express written consent of LEA. However, CONTRACTOR may subcontract out transportation services. CONTRACTOR may subcontract individual service providers on a temporary basis in the case of staffing absences or staff shortages without written consent, however if such temporary staffing persists longer than one-month, then written consent of LEA is required. Any other subcontract or assignment shall require written consent of the LEA, and such approval shall not be unreasonably withheld.

SECTION 18: INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless LEA and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from CONTRACTOR'S wrongful acts, omissions, or negligent performance under this Master Contract.

LEA shall indemnify and hold harmless CONTRACTOR and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities

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(collectively "liabilities"), to the extent such liabilities arise from LEA'S wrongful acts, omissions, or negligent performance under this Master Contract.

The terms of this section shall survive termination of this Master Contract.

SECTION 19: INSURANCE

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall procure and maintain in effect for the term of this Master Contract a policy or policies of insurance and coverage limits as follow.

General Liability	\$1,000,000/3,000,000
Professional Liability	\$1,000,000/2,000,000
Auto liability owned and non-owned vehicles	\$1,000,000/3,000,000
(This provision is applicable only if CONTRACTOR provides transportation services)	
Workers Compensation	(per statute)

The parties agree that the above-listed coverage limits are expected to be sufficient to insure the indemnity and defense obligation undertaken by CONTRACTOR pursuant to Section 18, above, and shall be endorsed to name LEA as an additional insured. Said additional insured endorsement must specify that any coverage which may otherwise be available to LEA is primary and non-contributory

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.

Not later than the effective date of this Master Contract, the CONTRACTOR shall provide the LEA with a satisfactory certificate or evidence of insurance for all coverage required under this Master Contract. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to LEA at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Independently from the insurer's obligation to provide notice to the LEA, the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer.

SECTION 20: ENTIRE AGREEMENT

This Master Contract constitutes the entire agreement between the parties. There are no understandings, agreement, or representations not specified in this Master Contract.

SECTION 21: 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.

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

2022-2023

SECTION 22: 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.

SECTION 23: ELECTRONIC SIGNATURES

CONTRACTOR and LEA consent to conducting transactions for this Master Contract via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by LEA.

23.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), CONTRACTOR and LEA agree to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent a handwritten signature. CONTRACTOR and LEA further agree that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to this Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. CONTRACTOR and LEA agree that the transactions conducted electronically relating to this Agreement shall be binding upon each of them.

23.2 CONTRACTOR and LEA agree that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Each party understands that the other may suspend or terminate the use of electronic signatures in its reasonable discretion (but such action shall not affect previous electronically signed documents).

23.3 CONTRACTOR and LEA will use the electronic signature to establish identity and sign electronic documents and forms relating to the Master Contract and Amendments. CONTRACTOR and LEA are solely responsible for protecting the electronic signature. If either party suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then the discovering party will immediately notify the other party and request that the electronic signature be revoked. CONTRACTOR and LEA will then immediately cease all use of the electronic signature. CONTRACTOR and LEA agree to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

SECTION 24: NOTICES

Notices provided for by this Master Contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered via certified, registered, or return receipt requested mail, postage prepaid, email or 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 all notices shall be the date of the postmark, email or 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, after which all future notices shall be addressed to that individual. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, notification may be given to the individual executing this Master Contract, or the individual with whom the notifying party normally communicates on related matters for the other party. If the individual designated below is no longer employed by the party, or is no longer in the designated position, notification may be made to the person currently in the position (whether in a permanent or interim capacity).

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

2022-2023

Notices to the LEA:

Danielle Clark, Director of Special Education
Name/Title

Lakeside Union School District
Local Education Agency

12335 Woodside Ave.
Address

Lakeside CA 92040
City State Zip

(619) 390-2620
Phone

(619) 390-2597
Facsimile

clark@lsusd.net
Email Address

Notices to the CONTRACTOR:

Chayo Chavez, Director
Name/Title

Stein Education Center
Nonpublic

6145 Decena Dr.
Address

San Diego CA 92120
City State Zip

(619) 281-5511 ext. 211
Phone

(619) 281-0453
Facsimile

cchavez@vistahill.org
Email Address

SECTION 25: 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 of this Master 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) through third party mediation before a mutually agreed upon mediator, or 3) by civil court action.

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

2022-2023


SECTION 26: SIGNATURES

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

This Master Contract is effective on July 1, 2022 and terminates at 5:00 p.m. on June 30, 2023 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic ☒ School ☐ Agency



Authorized Representative Signature

DATE: 7/15/2022

Chayo Chavez, Director

(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Lisa Davis, Assistant Superintendent

(Type) Name and Title

LEA Board Approval

DATE: _____

LEA: Lakeside Union School District

Nonpublic: Stein Education Center

2022-2023 Nonpublic Master Contract

Appendix A: Schools

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2022-2023

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2022-2023

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Stein Education Center

The CONTRACTOR NPS ID NUMBER: 37-68338-6997964

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:12

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

- a. General Program Tuition Rate
- 1) Inclusive Education Program
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the pupil's IEP.) DAILY RATE: \$291.98
- 2) Related Services

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>\$23.55</u>	<u>hr</u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Language and Speech (415)</u>	<u></u>	<u></u>
<u>Language and Speech (415) - Licensed SLP-A</u>	<u></u>	<u></u>
<u>Language and Speech (415) – Speech Therapy Aide</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services RN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u></u>	<u></u>
<u>Assistive Technology Services – Credentialed (445)</u>	<u>\$24.12</u>	<u>hr</u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2022-2023

b. Change of Pupil's District of Residence

Within five (5) days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence. Such notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

c. Parent Withdrawal of Pupil

The CONTRACTOR shall report by telephone to the LEA no later than the end of the next school day if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing within three school days.

d. Make-up Days/Saturday School

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRACTOR's annual calendar. Make-up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for make-up days shall be monthly and shall accompany the CONTRACTOR's regular monthly invoice. The CONTRACTOR shall prepare a Register of Daily Attendance for make-up days during the month showing all pupils who were in attendance. The total amount billed for make-up days during the month will be shown as a separate line on the CONTRACTOR's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to the CONTRACTOR's invoicing, shall apply to the make-up day invoice.

e. Medication

The CONTRACTOR shall comply with the requirements of EC 49423 when the CONTRACTOR serves a pupil that is required to take prescription and/or over-the-counter medication during the school day. The CONTRACTOR may designate personnel to assist the pupil with the administration of such medication after the pupil's parent(s) provides to the CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the pupil's parent(s) granting the CONTRACTOR permission to administer medication(s) as specified in the physician's statement. The CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. The CONTRACTOR shall maintain a written log for each pupil to whom medication is administered. Such written log shall specify the pupil's name; the type of medication; the date, time, and amount of each administration; and the name of the CONTRACTOR's employee who administered the medication. The CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule, must be authorized by both a licensed physician and parent.

f. Medical

The LEA shall notify the CONTRACTOR within twenty-four (24) hours when the LEA removes a pupil due to medical reasons.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2022-2023

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty (50) or more pupils or more than one (1) classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before, during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a year-to-date cumulative total of absences and tardies thirty (30) minutes or more per day. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices with the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR (that are not a part of the inclusive rate) as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Absences

If a pupil's absences exceed more than ten (10) days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement; and, if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

The CONTRACTOR shall notify the LEA when a pupil reaches three (3) absences, and every subsequent absence. Failure by the CONTRACTOR to notify the LEA within five (5) days after the tenth (10th) consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth (10th) day of absence.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2022-2023

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar, as well as make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC 46307). The instructional minutes should be reflected in the Individual Services Agreement.

In the event that an emergency meets CDE's requirement of a qualifying event which impacts the CONTRACTOR'S ability to provide instruction and services, the CONTRACTOR shall receive payment for days of closure if the CONTRACTOR has complied with any requirements imposed on the LEA to secure payment itself.

2.6 PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

2.7 ASSESSMENTS

a. State Mandated Testing

Statewide standardized tests shall be administered pursuant to state requirements and local guidelines, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period. By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. The LEA and the CONTRACTOR shall collaborate to minimize the disruption to the educational programs for pupils caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

When a classroom teacher is absent, the CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC 56060 et seq.. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

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

2.9 MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction shall conduct a validation review of the CONTRACTOR prior to an initial conditional certification. An on-site review shall be conducted within ninety (90) days of the initial conditional certification and pupil enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of pupils placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. The CONTRACTOR will participate in the review via the San Diego County Nonpublic Quality Review process. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2022-2023

a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

For Foster Youth, defined pursuant to EC 42238.01(b), the LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second (2nd) year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to EC 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A pupil who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program, they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, Memorial Day, and Juneteenth, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds one hundred eighty (180) billable days of attendance during the regular school year, or the number of days allotted for the extended school year, per that pupil's Individual Services Agreement. The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide specialized academic instruction and related services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2022-2023

NONPUBLIC MASTER CONTRACT
Appendix A: Schools

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS

When the CONTRACTOR is owned, operated by, or associated with a licensed children's institution (LCI), the CONTRACTOR shall provide documentation to the LEA that the LCI does not require, as a condition of residential placement in the LCI, either of the following: (a) that the pupil be identified as an individual with exceptional needs per EC 56026 (Health and Safety Code 1501.1(b), EC 56155.7); and/or (b) that the pupil attend the CONTRACTOR (EC 56366.9). Educational placement of a pupil in the CONTRACTOR may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

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

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

CONTRACTOR will not accept a pupil if it cannot provide or ensure the provision of the services outlined in the pupil's IEP/IFSP. The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within ten (10) working days from the date of receipt of the application packet based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

2.2 GENERAL PROGRAM OF INSTRUCTION

The CONTRACTOR's educational materials, services, and programs will be consistent with the pupil's IEP/IFSP in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The CONTRACTOR shall offer/provide pupils with access to the following educational materials: for K and grades 1 to 8, inclusive, state-adopted standards-based, core curriculum and instructional materials, including technology-based materials as defined in EC 60010; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials, including technology-based materials as defined in EC 60010, used by any local education agency that contracts with the CONTRACTOR.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of pupil access to technology as part of the general program of instruction and staff technology training as needed.

An individual with exceptional needs, as defined in Section 56026, shall not participate in independent study, as defined by EC 51745 (c), unless his or her IEP specifically provides for that participation.

For A-G course credits, only University of California A-G approved courses will be accepted by contracting LEAs.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2022-2023

<u>Assistive Technology Services - Classified (445)</u>	<u>\$23.00</u>	<u>hr</u>
<u>Occupational Therapy (450)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450) – Certified OT Assistant</u>	<u></u>	<u></u>
<u>Physical Therapy (460)</u>	<u></u>	<u></u>
<u>Physical Therapy – Licensed PT Assistant (460)</u>	<u></u>	<u></u>
<u>Individual Counseling (510)</u>	<u></u>	<u></u>
<u>Counseling and Guidance (515)</u>	<u></u>	<u></u>
<u>Parent Counseling (520)</u>	<u></u>	<u></u>
<u>Social Work Services (525)</u>	<u></u>	<u></u>
<u>Psychological Services (530)</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) – BI Design</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) – BI Implementation</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) – BII (AIDE)</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) – BII (RBT)</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) – Supervision</u>	<u></u>	<u></u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u></u>	<u></u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u></u>	<u></u>
<u>Interpreter Services (715)</u>	<u></u>	<u></u>
<u>Interpreter Services Shift Differential (715)</u>	<u></u>	<u></u>
<u>Audiological Services (720)</u>	<u></u>	<u></u>
<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Braille Transcription (735)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness Preparation (820)</u>	<u></u>	<u></u>

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 Services (900) - Music Therapy		
Other Services (900) - Vision Therapy		
Other Service (900)		
Transportation – Emergency	\$24.55	hr
Bus Passes		

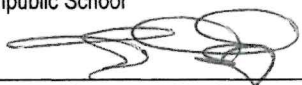
*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.
List late pick up fees in the notes section of the rate sheet.

San Diego County Nonpublic Master Contract
Appendix A: Schools
2022-2023

SECTION 5: APPROVALS

CONTRACTOR

Nonpublic School



Authorized Representative Signature

DATE: 9/15/2022

Chayo Chavez, Director

(Type) Name and Title

LEA

Local Educational Agency



Authorized Representative Signature

DATE: _____

Lisa Davis, Assistant Superintendent

(Type) Name and Title

LEA Board Approval

DATE: _____

East County SELPA Nonpublic Master Contract

CHECKLIST

This checklist is not part of the Master Contract Documents. It is intended only to assist the Local Education Agency (LEA) in the completion and approval of the Master Contract process.

Send to SELPA for review Date sent: 9/21/2022

NPS/A Name: Stein Education Center

(NOTE: SELPA review should be completed prior to Board Approval/Full Execution of Contract)

1. Verified NPS/A has agreed upon negotiated rates: ☒ Yes ☐ No (If no, see 3)
2. Rates in the Master Contract reflect the agreed upon rates: ☒ Yes ☐ No (If no, rates need to be corrected)
3. If the NPS/A does not have agreed upon rates:

Verify that the NPS/A is Certified by the CDE: ☐ Yes ☐ No (If no, do not use the Master Contract)

SELPA Review

Per the Master Contract Guidelines, the SELPA signature is no longer required on the Contract documents. However, SELPA reviews for content accuracy and completion/review of the rates only. Please submit this Checklist with the Master Contract Documents to the SELPA for final review, prior to LEA Board Approval/Full Execution of Contract.

Heather DiFede

SELPA Signature

9/21/2022

Date

2022-2023
San Diego County
Nonpublic
Master Contract

LUSD
Contract #
V2023-067

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*
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This contract ("Master Contract") is entered into by and between Lakeside Union School District ("LEA") and TIEE- Childrens Workshop ("CONTRACTOR") (collectively "Parties") pursuant to California Education Code section 56366 and California Code of Regulations section 5 CCR 3062 for the provision of special education and/or related services for 2022-2023 academic year.

SECTION 1: TERM

The term of this Master Contract shall be for the period of July 1, 2022, to June 30, 2023. The Parties agree to use their best efforts during the term of this Master Contract to negotiate a successor agreement prior to its expiration. If the Parties execute this contract after July 1, 2022, then the provisions of this Master Contract shall be retroactive to the beginning of the Master Contract Term (July 1, 2022), to cover services provided by CONTRACTOR to LEA pupils, unless otherwise mutually agreed upon by both parties.

SECTION 2: CONTRACT DOCUMENTS

The documents that make up the Master Contract shall include this Main Document and Appendices A (Schools), B (Agencies), and C (Room and Board), as applicable.

SECTION 3: SERVICES PROVIDED TO PUPILS

3.1 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement ("ISA") for each pupil for whom the LEA requests and CONTRACTOR agrees to provide special education and/or related services. The LEA is responsible for completing each pupil's ISA. The ISA for each such pupil shall identify the services to be provided to the pupil pursuant to the pupil's Individualized Education Program ("IEP") or Individualized Family Service Plan ("IFSP"), and the provider of each service identified therein. It is understood that this Master Contract does not commit the CONTRACTOR to provide special education and/or related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit.

3.2 INTERIM WRITTEN APPROVAL

The LEA may provide interim written approval for CONTRACTOR to provide services to a pupil pending completion of an ISA and Master Contract. The interim written approval may be for a maximum period of one hundred and eighty (180) days, beginning with the anticipated pupil start date. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred and eighty (180) day period, the LEA or the CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, until such time as there is a change in placement or subsequent execution of an Individual Services Agreement and Master Contract.

3.3 SERVICES TO BE PROVIDED UNDER ISA OR INTERIM WRITTEN APPROVAL

The ISA and any interim written approval shall require Contractor to provide all special education and related services to pupil specified IEP or IFSP, as applicable, for the time specified in the IEP or IFSP unless otherwise specified therein. Changes to a pupil's educational program, including instruction, services, or instructional setting provided under this Master Contract and the ISA for that pupil, may only be made on the basis of revisions to the pupil's IEP or IFSP. In no case may Contractor expel or exit a pupil placed with Contractor except as provided under Section 11 of this Master Contract.

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3.4 MODIFICATIONS TO IEP/IFSP

3.4.1 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, in which case the LEA shall convene an IEP meeting within 30 days of said notice.

3.4.2 In the event CONTRACTOR believes a pupil requires something other than what is specified in the ISA, Contractor shall immediately notify the LEA.

3.4.3 CONTRACTOR, including the pupil's then-present teacher, shall participate in all IEP/ISFP meetings for such time as the ISA remains in force and effect. If LEA or CONTRACTOR will be recommending significant changes to the pupil's program, placement or services, the LEA's assigned Case Manager and CONTRACTOR'S representatives shall discuss such recommendations prior to the IEP/IFSP meeting.

3.4.4 Any changes to the pupil's IEP or IFSP shall be incorporated into the ISA for that pupil via written amendment.

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

3.5 ASSESSMENTS AND EVALUATIONS

If CONTRACTOR receives a parent request for evaluation or assessment of a pupil, CONTRACTOR shall advise the parent to submit the request in writing to the LEA. 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.

3.6 TRANSPORTATION

Transportation, where specified to be provided to a pupil in the ISA, may only be provided directly by the LEA or by a subcontractor engaged by CONTRACTOR for such purpose. Where the ISA specifies transportation is to be provided by CONTRACTOR, CONTRACTOR shall have in place a transportation safety plan that prescribes procedures to ensure safe transport of pupils including, adequate supervision during the transport and with staff trained in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs.

In the event that the CONTRACTOR provides unscheduled transportation for pupils to or from school (due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and LEA), the transportation rate for such unscheduled transportation services will be at rates to be agreed upon by LEA and the CONTRACTOR.

3.7 BEHAVIORAL INTERVENTION

CONTRACTOR shall comply with all laws applicable to serving pupils with behavioral needs, including but not limited to, laws governing the use of emergency interventions, required reporting, referral, assessment, and modification of the applicable behavioral intervention plan, IEP and/or IFSP, as applicable.

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3.8 PUPIL DISCIPLINE

3.8.1 CONTRACTOR shall maintain and abide by a written policy for pupil discipline that is consistent with state and federal law.

3.8.2 CONTRACTOR shall provide pupils who exhibit serious behavioral challenges timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

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

3.8.4 CONTRACTOR shall immediately submit a written discipline report to the LEA if CONTRACTOR seeks to remove a pupil from his/her current educational placement for disciplinary reasons. The written discipline report shall include, but not be limited to: the pupil's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. Upon receipt, LEA will schedule an IEP meeting and/or manifestation determination review.

3.9 QUARANTINE OF PUPILS

Where a pupil is required to quarantine due to a Public Health Order, or applicable federal, state or local public health guidance, CONTRACTOR will notify the LEA immediately of the pupil's quarantine (as used in this Master Contract, "immediately" shall mean within one business day of CONTRACTOR'S actual knowledge.). So long as the CDE or other regulatory body institutes or provides remote learning or independent study guidance which allows for LEA to obtain ADA funding applicable during such quarantine, CONTRACTOR shall provide services accordingly. In such instances where CONTRACTOR is continuing to deliver such services during quarantine which complies with any remote learning or independent study funding requirements, and provides the services outlined in the pupil's IEP, the pupil will not be deemed absent under the terms of the Master Contract and payment for services will not be withheld by the LEA.

SECTION 4: LEA OVERSIGHT

4.1 INITIAL VISIT PRIOR TO PLACEMENT

If the LEA does not already have a pupil placed at CONTRACTOR'S nonpublic school, the LEA shall be entitled to schedule and conduct, at a minimum, one onsite visit to CONTRACTOR'S nonpublic school prior to placement of any pupil at said school.

4.2 ANNUAL VISIT

The LEA shall be entitled to schedule and conduct, at a minimum, one onsite monitoring visit each year during which the LEA has a pupil attending CONTRACTOR'S nonpublic school. The monitoring visit shall include, but shall not be limited to, a review of services provided to the pupil through the ISA, a review of the progress the pupil is making towards the goals set forth in the pupil's IEP, a review of the progress the pupil is making towards the goals set forth in the pupil's behavioral intervention program, if any, an observation of the pupil during instruction and a walkthrough of the facility, and CONTRACTOR'S compliance with the state and federal related special education mandates.

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4.3 UNANNOUNCED VISITS

LEA, SELPA and/or their designee(s) shall be entitled to make unannounced visits.

4.4 EVALUATION OF PUPIL PROGRESS

LEA will conduct evaluation of pupil progress in accordance with applicable law, as follows:

4.4.1 Evaluate the educational progress of each pupil placed in a nonpublic, nonsectarian school, including all state assessment results pursuant to the requirements of Section 52052.

4.4.2 Consider whether or not the needs of the pupil continue to be best met at the nonpublic, nonsectarian school and whether changes to the individualized education program of the pupil are necessary, including whether the pupil may be transitioned to a public school setting. This consideration shall be made at the meeting required by subdivision (d) of Section 56343 of the California Education Code.

4.4.3 Ensure the nonpublic, nonsectarian school or agency provides all services in each IEP unless the ISA for that pupil provides otherwise.

4.4.4 CONTRACTOR shall have written procedures in place for measuring pupil's progress on goals identified in the pupil's IEP or IFSP and shall provide written progress to parents and the LEA in accordance with applicable law.

4.4.5 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.

SECTION 5: NONPUBLIC CERTIFICATION

CONTRACTOR is required to obtain and keep current any and all certifications required to provide such special education and related services to pupils as are required by the ISA of each pupil CONTRACTOR enrolls per this Master Contract. 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. However, such nullification shall not affect LEA's obligations to pay for services provided by CONTRACTOR while validly certified. Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto.

SECTION 6: PERSONNEL

6.1 REQUIRED CREDENTIALS, LICENSE AND/OR OTHER QUALIFICATIONS

CONTRACTOR shall assign only appropriately qualified personnel to provide contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement, including appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations. All non-credentialed teachers and non-licensed service providers shall be required to obtain a waiver. 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.

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6.2 VERIFICATION OF CREDENTIALS

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

6.3 TRAINING

CONTRACTOR shall be responsible for all training necessary to provide appropriate services per IEP/IFSP, including training in implementing Behavior Intervention Plan(s) as applicable.

6.4 STAFF TO PUPIL RATIOS

Staff to pupil ratios for any given pupil shall be as specified in the pupil's ISA.

6.5 FINGERPRINTING AND TUBERCULOSIS TESTING

CONTRACTOR shall ensure that employee background checks and tuberculosis screenings are conducted in accordance with state and federal law and shall maintain a record of same. Upon Request by LEA, CONTRACTOR shall provide to LEA its verification documents provided to the CDE.

6.6 ACKNOWLEDGMENT OF MANDATED REPORTER OBLIGATIONS

CONTRACTOR shall provide such training as is required under California law regarding child abuse reporting and shall maintain signed statements from all personnel acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

SECTION 7: COMPENSATION

CONTRACTOR shall be paid in accordance with the terms set forth in Appendix A, B and/or C, as applicable.

SECTION 8: BILLING AND PAYMENT

8.1 INVOICES

CONTRACTOR shall submit invoices monthly 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. Invoices should clearly reflect rates set forth in Appendix A, B &/or C, as applicable for services provided in accordance with the applicable ISA or interim written approval. Any related mental health services should be billed by the CONTRACTOR in a separate invoice.

8.2 LATE INVOICES

If LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, unless LEA has agreed to an extension of time for

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CONTRACTOR to submit the invoice. An invoice shall be deemed received on the confirmed date of receipt by LEA.

8.3 PAYMENT

LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice. Payment shall reference the invoice number or date and shall be in the amount of the invoice unless LEA has issued a Notice of Withholding pursuant to Section 8.5. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the Individual Services Agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements.

8.4 LATE PAYMENT

If the payment by LEA is not postmarked within forty-five (45) days of the receipt of the invoice, LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid. Such interest shall be calculated beginning day forty-six (46) from receipt of the invoice in accordance with standard accounting procedures.

8.5 RIGHT TO WITHHOLD

LEA shall be entitled to withhold payment to CONTRACTOR, only if LEA notifies CONTRACTOR within 10 days of receipt of CONTRACTOR'S invoice, that LEA has reliable evidence, which shall be described in writing to Contractor in the notice of withholding of any of the following:

8.5.1 Service is provided to one or more pupils by personnel who are not appropriately credentialed/licensed;

8.5.2 Records required by LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR'S educational program have not been received;

8.5.3 CONTRACTOR confirms a pupil's change of residence to another district and fails to notify LEA within five (5) days thereof;

8.5.4 CONTRACTOR fails to notify LEA within five (5) days after the 10th consecutive school day of a pupil's absence.

Nothing in this Section waives the LEA's right to later seek reimbursement for CONTRACTOR's actual failure to comply with the requirements outlined in subsections 8.5.1; 8.5.2; 8.5.3; or 8.5.4 of this section, provided however, that LEA may not seek any such reimbursement after 90 days from the end of the operative Master Contract term.

8.6 CALCULATION OF WITHHOLDING

If the basis for withholding is subsection 8.5.1 of this section, the amount withheld by LEA shall be limited to payment for services provided by the relevant personnel. If the basis of the withholding is 8.5.2 to 8.5.4 of this section, LEA shall withhold a proportionate amount for services provided to that pupil.

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8.7 OPPORTUNITY TO CURE

CONTRACTOR shall have ten business days from receipt of LEA's notice of withholding to take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding. Upon request and a showing of good cause, LEA shall extend that time by an additional ten (10) business days. Upon verification of remediation of identified deficiencies and receipt of rebilling, LEA shall pay the resubmitted invoice in accordance with section 8.3, above. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within forty-five (45) calendar days of the notice of withholding, the withheld amount shall be forfeited.

8.8 SERVICES PROVIDED FOLLOWING EXPIRATION OF THE MASTER CONTRACT

In the event that a successor Master Contract is not agreed upon prior to the expiration of this Master Contract, and CONTRACTOR continues to provide services to LEA'S pupils, LEA shall make payment to CONTRACTOR in accordance with the rates set forth in Appendix A, B or C, as applicable, pending the agreement on a successor Master Contract.

8.9 MEDI-CAL REIMBURSEMENT

CONTRACTOR shall provide to LEA, upon request, documentation of all services which may be reimbursable by Medi-Cal. LEA shall have the sole right to submit claims for reimbursement to Medi-Cal, including through the LEA Billing Option Program.

SECTION 9: RECORDKEEPING AND REPORTING

9.1 ACCESS TO PUPIL RECORDS

CONTRACTOR shall provide LEA and/or parent upon request, copies of all requested records pertaining to any pupil assigned by LEA to Contractor within the time required by law for the provision of such pupil records. Notwithstanding this provision, LEA shall remain the custodian of the pupil's records pursuant to Education Code Section 49062.

9.2 PUPIL DATA REPORTING

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

9.3 PUPIL INJURY REPORTING

CONTRACTOR shall prepare a written report and provide such report to the LEA case manager no later than the end of the following day when a pupil suffers an injury requiring medical attention.

9.4 ANNUAL REPORTING

CONTRACTOR shall provide copies of all pupil records on an annual basis including, but not limited to, current transcripts, IEP/IFSPs and results of performance testing and all information required for compliance with federal and state data reporting requirements. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

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9.5 TRANSFER OF PUPIL RECORDS UPON SCHOOL CLOSURE OR DISENROLLMENT

Upon school closure or disenrollment of a pupil CONTRACTOR shall immediately transfer to LEA all "pupil records" under state or federal law. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

9.6 CONTRACTOR REPORTING

CONTRACTOR shall be responsible for all reporting required by state or federal law including, but not limited to, child abuse reporting, reporting of missing pupils, pupil injury reporting, and shall retain all records pertaining to training and acknowledgment of duties pertaining to required reporting.

9.7 FISCAL RECORDS

CONTRACTOR agrees to maintain operations in a manner consistent with law, regulations, safety, and good practice and shall maintain records in sufficient detail to verify its billed services to LEA. CONTRACTOR shall provide access to, or forward copies of, documents relating to services provided under this Master Contract to LEA within twenty (20) days upon reasonable request, except as otherwise required by law. 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; Such records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit upon LEA request.

9.8 AUDIT EXCEPTIONS

CONTRACTOR shall be responsible to receive, reply to, and/or comply with any audit exceptions identified by appropriate LEA personnel, consultants or state or federal audit agencies occurring as a result of CONTRACTOR'S performance of this contract. Upon being notified of any financial penalties by or assessed against the LEA attributable to the CONTRACTOR for failure to properly perform any of its obligations under this contract, the CONTRACTOR shall pay LEA within thirty (30) days, unless contested by CONTRACTOR. After resolution of CONTRACTOR's contention, any remaining funds owed to the LEA shall be paid within thirty (30) days. Any, and all audit exceptions must be specified in detail before any demand from the LEA for any amount requested.

9.9 CONFIDENTIALITY OF RECORDS

CONTRACTOR shall be responsible for and required to protect the confidentiality of pupil records as required by law.

SECTION 10: MODIFICATIONS/AMENDMENTS

This Master Contract and any ISA agreed to hereunder may not be amended without the prior written consent of both parties.

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SECTION 11: TERMINATION

This Master Contract and/or any ISA may be terminated as follows:

11.1 Upon the mutual agreement of the parties.

11.2 For cause by either party, upon twenty (20) days written notice to the other party, or earlier by mutual agreement. Cause for termination shall include, but not be limited to:

11.2.1 The expiration revocation, rescission, or cancellation of any certification required for CONTRACTOR to provide special education and/or related services as may be required by the ISA of each pupil enrolled by Contractor pursuant to this Master Contract.

11.2.2 The material breach of this Master Contract by either party, including but not limited to CONTRACTOR's failure to maintain required insurance.

11.2.3 For an ISA, the pupil requires services beyond the capacity of CONTRACTOR'S certification or level of staffing.

11.2.4 For an ISA, the pupil's continued presence materially and adversely affects the provision of services to other pupils.

11.2.5 For an ISA, the pupil presents a safety risk to other pupils or staff.

11.2.6 For an ISA, the acts or omissions of the pupil's parent, guardian or advocate materially interfere with CONTRACTOR in the IEP formulation or delivery of services to the pupil or other pupils.

11.2.7 Any ISA agreed to pursuant to this Master Contract shall be terminated upon termination of this Master Contract.

11.3 Cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the pupil to a public school program.

11.4 Termination of the Master Contract or ISA shall not affect LEA's payment obligations under Section 8, for services rendered prior to termination.

11.5 In the event CONTRACTOR believes that a pupil involved in a pending ISA termination presents a risk of substantial disruption or harm to others or the pupil, the parties shall confer on an immediate basis to determine alternate means of safely delivering services during the notice period.

SECTION 12: RENEWAL

This Master Contract may be renewed upon the written agreement of the Parties. In the event that a pupil is enrolled with the CONTRACTOR during the term of this Master Contract and said pupil continues to receive special education and/or related services from CONTRACTOR after expiration of this Master Contract and a new master contract has not yet been executed, the terms of this Master Contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR until the successor Master Contract is executed. LEA's payment obligation under Section 8 shall apply to all services provided by CONTRACTOR under this section. This provision is solely for the purpose of avoiding interruption of services during extended contract negotiations. However, nothing in this provision shall obligate CONTRACTOR to provide

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services after the expiration of this Master Contract. If CONTRACTOR intends not to renew the Master Contract, CONTRACTOR shall provide LEA at least 30 days written notice of such intent. If the renewal Master Contract includes a rate increase, the rates shall be retroactive to the start of the Master Contract term, unless the parties agree otherwise.

SECTION 13: COMPLIANCE WITH LAW

During the term of this contract, CONTRACTOR and LEA shall comply with all applicable federal, state and local laws and regulations relating to the provision of services under this Master Contract and any associated ISAs.

SECTION 14: NON-DISCRIMINATION STATEMENT

CONTRACTOR and LEA do not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation with regard to employment, contracting and the provision of services. CONTRACTOR and LEA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 15: INDEPENDENT CONTRACTOR STATUS

This Master 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.

SECTION 16: STANDARD OF PERFORMANCE

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards of each services provider's licensure or certification in the State of California, or as applicable, under the standards prescribed by the California Department of Education.

SECTION 17: SUBCONTRACT AND ASSIGNMENT

CONTRACTOR may not subcontract or assign its obligation under this Master Contract or related ISA without the express written consent of LEA. However, CONTRACTOR may subcontract out transportation services. CONTRACTOR may subcontract individual service providers on a temporary basis in the case of staffing absences or staff shortages without written consent, however if such temporary staffing persists longer than one-month, then written consent of LEA is required. Any other subcontract or assignment shall require written consent of the LEA, and such approval shall not be unreasonably withheld.

SECTION 18: INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless LEA and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from CONTRACTOR'S wrongful acts, omissions, or negligent performance under this Master Contract.

LEA shall indemnify and hold harmless CONTRACTOR and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities

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(collectively "liabilities"), to the extent such liabilities arise from LEA'S wrongful acts, omissions, or negligent performance under this Master Contract.

The terms of this section shall survive termination of this Master Contract.

SECTION 19: INSURANCE

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall procure and maintain in effect for the term of this Master Contract a policy or policies of insurance and coverage limits as follow.

General Liability	\$1,000,000/3,000,000
Professional Liability	\$1,000,000/2,000,000
Auto liability owned and non-owned vehicles	\$1,000,000/3,000,000
(This provision is applicable only if CONTRACTOR provides transportation services)	
Workers Compensation	(per statute)

The parties agree that the above-listed coverage limits are expected to be sufficient to insure the indemnity and defense obligation undertaken by CONTRACTOR pursuant to Section 18, above, and shall be endorsed to name LEA as an additional insured. Said additional insured endorsement must specify that any coverage which may otherwise be available to LEA is primary and non-contributory

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.

Not later than the effective date of this Master Contract, the CONTRACTOR shall provide the LEA with a satisfactory certificate or evidence of insurance for all coverage required under this Master Contract. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to LEA at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Independently from the insurer's obligation to provide notice to the LEA, the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer.

SECTION 20: ENTIRE AGREEMENT

This Master Contract constitutes the entire agreement between the parties. There are no understandings, agreement, or representations not specified in this Master Contract.

SECTION 21: 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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SECTION 22: 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.

SECTION 23: ELECTRONIC SIGNATURES

CONTRACTOR and LEA consent to conducting transactions for this Master Contract via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by LEA.

23.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), CONTRACTOR and LEA agree to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent a handwritten signature. CONTRACTOR and LEA further agree that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to this Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. CONTRACTOR and LEA agree that the transactions conducted electronically relating to this Agreement shall be binding upon each of them.

23.2 CONTRACTOR and LEA agree that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Each party understands that the other may suspend or terminate the use of electronic signatures in its reasonable discretion (but such action shall not affect previous electronically signed documents).

23.3 CONTRACTOR and LEA will use the electronic signature to establish identity and sign electronic documents and forms relating to the Master Contract and Amendments. CONTRACTOR and LEA are solely responsible for protecting the electronic signature. If either party suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then the discovering party will immediately notify the other party and request that the electronic signature be revoked. CONTRACTOR and LEA will then immediately cease all use of the electronic signature. CONTRACTOR and LEA agree to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

SECTION 24: NOTICES

Notices provided for by this Master Contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered via certified, registered, or return receipt requested mail, postage prepaid, email or 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 all notices shall be the date of the postmark, email or 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, after which all future notices shall be addressed to that individual. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, notification may be given to the individual executing this Master Contract, or the individual with whom the notifying party normally communicates on related matters for the other party. If the individual designated below is no longer employed by the party, or is no longer in the designated position, notification may be made to the person currently in the position (whether in a permanent or interim capacity).

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Notices to the LEA:

Danielle Clark, Director of Special Education
Name/Title

Lakeside Union School District
Local Education Agency

12335 Woodside Ave,
Address

<u>Lakeside</u>	<u>CA</u>	<u>92040</u>
City	State	Zip

(619) 390-2620
Phone

(619) 390-2597
Facsimile

clark@lsusd.net
Email Address

Notices to the CONTRACTOR:

Hillary Whiteside, Executive Director
Name/Title

TIEE- Childrens Workshop
Nonpublic

2255 Camino Del Rio South
Address

<u>San Diego</u>	<u>CA</u>	<u>92018</u>
City	State	Zip

(619) 243-1331
Phone

(619) 233-8409
Facsimile

bparmenter@tiee.org
Email Address

SECTION 25: 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 of this Master 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) through third party mediation before a mutually agreed upon mediator, or 3) by civil court action.

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SECTION 26: SIGNATURES

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

This Master Contract is effective on July 1, 2022 and terminates at 5:00 p.m. on June 30, 2023 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic ☒ School ☐ Agency

H Whiteside
Authorized Representative Signature

DATE: 9/21/2022

Hillary Whiteside, Executive Director
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Lisa Davis, Assistant Superintendent
(Type) Name and Title

LEA Board Approval

DATE: _____

LEA: Lakeside Union School District

Nonpublic: TIEE- Childrens Workshop

2022-2023 Nonpublic Master Contract

Appendix A: Schools

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
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NONPUBLIC MASTER CONTRACT
Appendix A: Schools

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS

When the CONTRACTOR is owned, operated by, or associated with a licensed children's institution (LCI), the CONTRACTOR shall provide documentation to the LEA that the LCI does not require, as a condition of residential placement in the LCI, either of the following: (a) that the pupil be identified as an individual with exceptional needs per EC 56026 (Health and Safety Code 1501.1(b), EC 56155.7); and/or (b) that the pupil attend the CONTRACTOR (EC 56366.9). Educational placement of a pupil in the CONTRACTOR may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

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

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

CONTRACTOR will not accept a pupil if it cannot provide or ensure the provision of the services outlined in the pupil's IEP/IFSP. The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within ten (10) working days from the date of receipt of the application packet based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

2.2 GENERAL PROGRAM OF INSTRUCTION

The CONTRACTOR's educational materials, services, and programs will be consistent with the pupil's IEP/IFSP in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The CONTRACTOR shall offer/provide pupils with access to the following educational materials: for K and grades 1 to 8, inclusive, state-adopted standards-based, core curriculum and instructional materials, including technology-based materials as defined in EC 60010; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials, including technology-based materials as defined in EC 60010, used by any local education agency that contracts with the CONTRACTOR.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of pupil access to technology as part of the general program of instruction and staff technology training as needed.

An individual with exceptional needs, as defined in Section 56026, shall not participate in independent study, as defined by EC 51745 (c), unless his or her IEP specifically provides for that participation.

For A-G course credits, only University of California A-G approved courses will be accepted by contracting LEAs.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
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a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

For Foster Youth, defined pursuant to EC 42238.01(b), the LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second (2nd) year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to EC 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A pupil who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program, they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, Memorial Day, and Juneteenth, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds one hundred eighty (180) billable days of attendance during the regular school year, or the number of days allotted for the extended school year, per that pupil's Individual Services Agreement. The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide specialized academic instruction and related services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar, as well as make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC 46307). The instructional minutes should be reflected in the Individual Services Agreement.

In the event that an emergency meets CDE's requirement of a qualifying event which impacts the CONTRACTOR'S ability to provide instruction and services, the CONTRACTOR shall receive payment for days of closure if the CONTRACTOR has complied with any requirements imposed on the LEA to secure payment itself.

2.6 PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

2.7 ASSESSMENTS

a. State Mandated Testing

Statewide standardized tests shall be administered pursuant to state requirements and local guidelines, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period. By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. The LEA and the CONTRACTOR shall collaborate to minimize the disruption to the educational programs for pupils caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

When a classroom teacher is absent, the CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC 56060 et seq.. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

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

2.9 MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction shall conduct a validation review of the CONTRACTOR prior to an initial conditional certification. An on-site review shall be conducted within ninety (90) days of the initial conditional certification and pupil enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of pupils placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. The CONTRACTOR will participate in the review via the San Diego County Nonpublic Quality Review process. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

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SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty (50) or more pupils or more than one (1) classroom shall have an established earthquake emergency procedure system including a school building disaster plan, a drop procedure; protective measures to be taken before, during, and following an earthquake; and a program to ensure that the pupils and the certified and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a year-to-date cumulative total of absences and tardies thirty (30) minutes or more per day. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices with the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR (that are not a part of the inclusive rate) as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Absences

If a pupil's absences exceed more than ten (10) days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement; and, if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

The CONTRACTOR shall notify the LEA when a pupil reaches three (3) absences, and every subsequent absence. Failure by the CONTRACTOR to notify the LEA within five (5) days after the tenth (10th) consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth (10th) day of absence.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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b. Change of Pupil's District of Residence

Within five (5) days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence. Such notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

c. Parent Withdrawal of Pupil

The CONTRACTOR shall report by telephone to the LEA no later than the end of the next school day if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing within three school days.

d. Make-up Days/Saturday School

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRACTOR's annual calendar. Make-up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for make-up days shall be monthly and shall accompany the CONTRACTOR's regular monthly invoice. The CONTRACTOR shall prepare a Register of Daily Attendance for make-up days during the month showing all pupils who were in attendance. The total amount billed for make-up days during the month will be shown as a separate line on the CONTRACTOR's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to the CONTRACTOR's invoicing, shall apply to the make-up day invoice.

e. Medication

The CONTRACTOR shall comply with the requirements of EC 49423 when the CONTRACTOR serves a pupil that is required to take prescription and/or over-the-counter medication during the school day. The CONTRACTOR may designate personnel to assist the pupil with the administration of such medication after the pupil's parent(s) provides to the CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the pupil's parent(s) granting the CONTRACTOR permission to administer medication(s) as specified in the physician's statement. The CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. The CONTRACTOR shall maintain a written log for each pupil to whom medication is administered. Such written log shall specify the pupil's name; the type of medication; the date, time, and amount of each administration; and the name of the CONTRACTOR's employee who administered the medication. The CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule, must be authorized by both a licensed physician and parent.

f. Medical

The LEA shall notify the CONTRACTOR within twenty-four (24) hours when the LEA removes a pupil due to medical reasons.

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SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: TIEE- Childrens Workshop

The CONTRACTOR NPS ID NUMBER: 37-68338-6987960

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:8

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

a. General Program Tuition Rate

- 1) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the pupil's IEP.) DAILY RATE: \$354.00

2) Related Services

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>\$130.00</u>	<u>Day</u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Language and Speech (415)</u>	<u></u>	<u></u>
<u>Language and Speech (415) - Licensed SLP-A</u>	<u></u>	<u></u>
<u>Language and Speech (415) – Speech Therapy Aide</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services RN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u></u>	<u></u>
<u>Assistive Technology Services – Credentialed (445)</u>	<u></u>	<u></u>

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<u>Assistive Technology Services - Classified (445)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450) – Certified OT Assistant</u>	<u></u>	<u></u>
<u>Physical Therapy (460)</u>	<u></u>	<u></u>
<u>Physical Therapy – Licensed PT Assistant (460)</u>	<u></u>	<u></u>
<u>Individual Counseling (510)</u>	<u>\$85.61</u>	<u>hr</u>
<u>Counseling and Guidance (515)</u>	<u></u>	<u></u>
<u>Parent Counseling (520)</u>	<u></u>	<u></u>
<u>Social Work Services (525)</u>	<u></u>	<u></u>
<u>Psychological Services (530)</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) – BI Design</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) – BI Implementation</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) – BII (AIDE)</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) – BII (RBT)</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) – Supervision</u>	<u></u>	<u></u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u></u>	<u></u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u></u>	<u></u>
<u>Interpreter Services (715)</u>	<u></u>	<u></u>
<u>Interpreter Services Shift Differential (715)</u>	<u></u>	<u></u>
<u>Audiological Services (720)</u>	<u></u>	<u></u>
<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Braille Transcription (735)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness Preparation (820)</u>	<u></u>	<u></u>

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<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 Services (900) - Music Therapy</u>	_____	_____
<u>Other Services (900) - Vision Therapy</u>	_____	_____
<u>Other Service (900)</u>	_____	_____
<u>Transportation – Emergency</u>	<u>\$30.00</u>	<u>hr</u>
<u>Bus Passes</u>	<u>Current MTS Rate</u>	_____

NOTES: emergency transportation- \$30.00 hr plus current IRS rate for mileage

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.
List late pick up fees in the notes section of the rate sheet.

San Diego County Nonpublic Master Contract
Appendix A: Schools
2022-2023

SECTION 5: APPROVALS

CONTRACTOR

Nonpublic School


Authorized Representative Signature

DATE: 9/21/2022

Hillary Whiteside, Executive Director
(Type) Name and Title

LEA

Local Educational Agency


Authorized Representative Signature

DATE: _____

Lisa Davis, Assistant Superintendent
(Type) Name and Title

LEA Board Approval

DATE: _____

East County SELPA Nonpublic Master Contract

CHECKLIST

This checklist is not part of the Master Contract Documents. It is intended only to assist the Local Education Agency (LEA) in the completion and approval of the Master Contract process.

Send to SELPA for review Date sent: 9/21/2022

NPS/A Name: TIEE-Children's Workshop

(NOTE: SELPA review should be completed prior to Board Approval/Full Execution of Contract)

1. Verified NPS/A has agreed upon negotiated rates: ☒ Yes ☐ No (If no, see 3)
2. Rates in the Master Contract reflect the agreed upon rates: ☒ Yes ☐ No (If no, rates need to be corrected)
3. If the NPS/A does not have agreed upon rates:

Verify that the NPS/A is Certified by the CDE: ☐ Yes ☐ No (If no, do not use the Master Contract)

SELPA Review

Per the Master Contract Guidelines, the SELPA signature is no longer required on the Contract documents. However, SELPA reviews for content accuracy and completion/review of the rates only. Please submit this Checklist with the Master Contract Documents to the SELPA for final review, prior to LEA Board Approval/Full Execution of Contract.

Heather DiFede

SELPA Signature

9/21/2022

Date

LUSD
Contract #
V2023-068

2022-2023
San Diego County
Nonpublic
Master Contract

Directions:

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

San Diego County Nonpublic Master Contract
Main Document

2022-2023

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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.

LEA: Lakeside Union School District

Nonpublic: ABA Education Foundation

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**San Diego County Nonpublic Master Contract
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2022-2023

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This contract ("Master Contract") is entered into by and between Lakeside Union School District ("LEA") and Specialized Therapy Services ("CONTRACTOR") (collectively "Parties") pursuant to California Education Code section 56366 and California Code of Regulations section 5 CCR 3062 for the provision of special education and/or related services for 2022-2023 academic year.

SECTION 1: TERM

The term of this Master Contract shall be for the period of July 1, 2022, to June 30, 2023. The Parties agree to use their best efforts during the term of this Master Contract to negotiate a successor agreement prior to its expiration. If the Parties execute this contract after July 1, 2022, then the provisions of this Master Contract shall be retroactive to the beginning of the Master Contract Term (July 1, 2022), to cover services provided by CONTRACTOR to LEA pupils, unless otherwise mutually agreed upon by both parties.

SECTION 2: CONTRACT DOCUMENTS

The documents that make up the Master Contract shall include this Main Document and Appendices A (Schools), B (Agencies), and C (Room and Board), as applicable.

SECTION 3: SERVICES PROVIDED TO PUPILS

3.1 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement ("ISA") for each pupil for whom the LEA requests and CONTRACTOR agrees to provide special education and/or related services. The LEA is responsible for completing each pupil's ISA. The ISA for each such pupil shall identify the services to be provided to the pupil pursuant to the pupil's Individualized Education Program ("IEP") or Individualized Family Service Plan ("IFSP"), and the provider of each service identified therein. It is understood that this Master Contract does not commit the CONTRACTOR to provide special education and/or related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit.

3.2 INTERIM WRITTEN APPROVAL

The LEA may provide interim written approval for CONTRACTOR to provide services to a pupil pending completion of an ISA and Master Contract. The interim written approval may be for a maximum period of one hundred and eighty (180) days, beginning with the anticipated pupil start date. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred and eighty (180) day period, the LEA or the CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, until such time as there is a change in placement or subsequent execution of an Individual Services Agreement and Master Contract.

3.3 SERVICES TO BE PROVIDED UNDER ISA OR INTERIM WRITTEN APPROVAL

The ISA and any interim written approval shall require Contractor to provide all special education and related services to pupil specified IEP or IFSP, as applicable, for the time specified in the IEP or IFSP unless otherwise specified therein. Changes to a pupil's educational program, including instruction, services, or instructional setting provided under this Master Contract and the ISA for that pupil, may only be made on the basis of revisions to the pupil's IEP or IFSP. In no case may Contractor expel or exit a pupil placed with Contractor except as provided under Section 11 of this Master Contract.

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3.4 MODIFICATIONS TO IEP/IFSP

3.4.1 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, in which case the LEA shall convene an IEP meeting within 30 days of said notice.

3.4.2 In the event CONTRACTOR believes a pupil requires something other than what is specified in the ISA, Contractor shall immediately notify the LEA.

3.4.3 CONTRACTOR, including the pupil's then-present teacher, shall participate in all IEP/IFSP meetings for such time as the ISA remains in force and effect. If LEA or CONTRACTOR will be recommending significant changes to the pupil's program, placement or services, the LEA's assigned Case Manager and CONTRACTOR'S representatives shall discuss such recommendations prior to the IEP/IFSP meeting.

3.4.4 Any changes to the pupil's IEP or IFSP shall be incorporated into the ISA for that pupil via written amendment.

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

3.5 ASSESSMENTS AND EVALUATIONS

If CONTRACTOR receives a parent request for evaluation or assessment of a pupil, CONTRACTOR shall advise the parent to submit the request in writing to the LEA. 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.

3.6 TRANSPORTATION

Transportation, where specified to be provided to a pupil in the ISA, may only be provided directly by the LEA or by a subcontractor engaged by CONTRACTOR for such purpose. Where the ISA specifies transportation is to be provided by CONTRACTOR, CONTRACTOR shall have in place a transportation safety plan that prescribes procedures to ensure safe transport of pupils including, adequate supervision during the transport and with staff trained in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs.

In the event that the CONTRACTOR provides unscheduled transportation for pupils to or from school (due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and LEA), the transportation rate for such unscheduled transportation services will be at rates to be agreed upon by LEA and the CONTRACTOR.

3.7 BEHAVIORAL INTERVENTION

CONTRACTOR shall comply with all laws applicable to serving pupils with behavioral needs, including but not limited to, laws governing the use of emergency interventions, required reporting, referral, assessment, and modification of the applicable behavioral intervention plan, IEP and/or IFSP, as applicable.

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3.8 PUPIL DISCIPLINE

3.8.1 CONTRACTOR shall maintain and abide by a written policy for pupil discipline that is consistent with state and federal law.

3.8.2 CONTRACTOR shall provide pupils who exhibit serious behavioral challenges timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

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

3.8.4 CONTRACTOR shall immediately submit a written discipline report to the LEA if CONTRACTOR seeks to remove a pupil from his/her current educational placement for disciplinary reasons. The written discipline report shall include, but not be limited to: the pupil's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. Upon receipt, LEA will schedule an IEP meeting and/or manifestation determination review.

3.9 QUARANTINE OF PUPILS

Where a pupil is required to quarantine due to a Public Health Order, or applicable federal, state or local public health guidance, CONTRACTOR will notify the LEA immediately of the pupil's quarantine (as used in this Master Contract, "immediately" shall mean within one business day of CONTRACTOR'S actual knowledge.). So long as the CDE or other regulatory body institutes or provides remote learning or independent study guidance which allows for LEA to obtain ADA funding applicable during such quarantine, CONTRACTOR shall provide services accordingly. In such instances where CONTRACTOR is continuing to deliver such services during quarantine which complies with any remote learning or independent study funding requirements, and provides the services outlined in the pupil's IEP, the pupil will not be deemed absent under the terms of the Master Contract and payment for services will not be withheld by the LEA.

SECTION 4: LEA OVERSIGHT

4.1 INITIAL VISIT PRIOR TO PLACEMENT

If the LEA does not already have a pupil placed at CONTRACTOR'S nonpublic school, the LEA shall be entitled to schedule and conduct, at a minimum, one onsite visit to CONTRACTOR'S nonpublic school prior to placement of any pupil at said school.

4.2 ANNUAL VISIT

The LEA shall be entitled to schedule and conduct, at a minimum, one onsite monitoring visit each year during which the LEA has a pupil attending CONTRACTOR'S nonpublic school. The monitoring visit shall include, but shall not be limited to, a review of services provided to the pupil through the ISA, a review of the progress the pupil is making towards the goals set forth in the pupil's IEP, a review of the progress the pupil is making towards the goals set forth in the pupil's behavioral intervention program, if any, an observation of the pupil during instruction and a walkthrough of the facility, and CONTRACTOR'S compliance with the state and federal related special education mandates.

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4.3 UNANNOUNCED VISITS

LEA, SELPA and/or their designee(s) shall be entitled to make unannounced visits.

4.4 EVALUATION OF PUPIL PROGRESS

LEA will conduct evaluation of pupil progress in accordance with applicable law, as follows:

4.4.1 Evaluate the educational progress of each pupil placed in a nonpublic, nonsectarian school, including all state assessment results pursuant to the requirements of Section 52052.

4.4.2 Consider whether or not the needs of the pupil continue to be best met at the nonpublic, nonsectarian school and whether changes to the individualized education program of the pupil are necessary, including whether the pupil may be transitioned to a public school setting. This consideration shall be made at the meeting required by subdivision (d) of Section 56343 of the California Education Code.

4.4.3 Ensure the nonpublic, nonsectarian school or agency provides all services in each IEP unless the ISA for that pupil provides otherwise.

4.4.4 CONTRACTOR shall have written procedures in place for measuring pupil's progress on goals identified in the pupil's IEP or IFSP and shall provide written progress to parents and the LEA in accordance with applicable law.

4.4.5 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.

SECTION 5: NONPUBLIC CERTIFICATION

CONTRACTOR is required to obtain and keep current any and all certifications required to provide such special education and related services to pupils as are required by the ISA of each pupil CONTRACTOR enrolls per this Master Contract. 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. However, such nullification shall not affect LEA's obligations to pay for services provided by CONTRACTOR while validly certified. Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto.

SECTION 6: PERSONNEL

6.1 REQUIRED CREDENTIALS, LICENSE AND/OR OTHER QUALIFICATIONS

CONTRACTOR shall assign only appropriately qualified personnel to provide contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement, including appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations. All non-credentialed teachers and non-licensed service providers shall be required to obtain a waiver. 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.

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6.2 VERIFICATION OF CREDENTIALS

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

6.3 TRAINING

CONTRACTOR shall be responsible for all training necessary to provide appropriate services per IEP/IFSP, including training in implementing Behavior Intervention Plan(s) as applicable.

6.4 STAFF TO PUPIL RATIOS

Staff to pupil ratios for any given pupil shall be as specified in the pupil's ISA.

6.5 FINGERPRINTING AND TUBERCULOSIS TESTING

CONTRACTOR shall ensure that employee background checks and tuberculosis screenings are conducted in accordance with state and federal law and shall maintain a record of same. Upon Request by LEA, CONTRACTOR shall provide to LEA its verification documents provided to the CDE.

6.6 ACKNOWLEDGMENT OF MANDATED REPORTER OBLIGATIONS

CONTRACTOR shall provide such training as is required under California law regarding child abuse reporting and shall maintain signed statements from all personnel acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

SECTION 7: COMPENSATION

CONTRACTOR shall be paid in accordance with the terms set forth in Appendix A, B and/or C, as applicable.

SECTION 8: BILLING AND PAYMENT

8.1 INVOICES

CONTRACTOR shall submit invoices monthly 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. Invoices should clearly reflect rates set forth in Appendix A, B &/or C, as applicable for services provided in accordance with the applicable ISA or interim written approval. Any related mental health services should be billed by the CONTRACTOR in a separate invoice.

8.2 LATE INVOICES

If LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, unless LEA has agreed to an extension of time for

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CONTRACTOR to submit the invoice. An invoice shall be deemed received on the confirmed date of receipt by LEA.

8.3 PAYMENT

LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice. Payment shall reference the invoice number or date and shall be in the amount of the invoice unless LEA has issued a Notice of Withholding pursuant to Section 8.5. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the Individual Services Agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements.

8.4 LATE PAYMENT

If the payment by LEA is not postmarked within forty-five (45) days of the receipt of the invoice, LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid. Such interest shall be calculated beginning day forty-six (46) from receipt of the invoice in accordance with standard accounting procedures.

8.5 RIGHT TO WITHHOLD

LEA shall be entitled to withhold payment to CONTRACTOR, only if LEA notifies CONTRACTOR within 10 days of receipt of CONTRACTOR'S invoice, that LEA has reliable evidence, which shall be described in writing to Contractor in the notice of withholding of any of the following:

8.5.1 Service is provided to one or more pupils by personnel who are not appropriately credentialed/licensed;

8.5.2 Records required by LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR'S educational program have not been received;

8.5.3 CONTRACTOR confirms a pupil's change of residence to another district and fails to notify LEA within five (5) days thereof;

8.5.4 CONTRACTOR fails to notify LEA within five (5) days after the 10th consecutive school day of a pupil's absence.

Nothing in this Section waives the LEA's right to later seek reimbursement for CONTRACTOR's actual failure to comply with the requirements outlined in subsections 8.5.1; 8.5.2; 8.5.3; or 8.5.4 of this section, provided however, that LEA may not seek any such reimbursement after 90 days from the end of the operative Master Contract term.

8.6 CALCULATION OF WITHHOLDING

If the basis for withholding is subsection 8.5.1 of this section, the amount withheld by LEA shall be limited to payment for services provided by the relevant personnel. If the basis of the withholding is 8.5.2 to 8.5.4 of this section, LEA shall withhold a proportionate amount for services provided to that pupil.

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8.7 OPPORTUNITY TO CURE

CONTRACTOR shall have ten business days from receipt of LEA's notice of withholding to take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding. Upon request and a showing of good cause, LEA shall extend that time by an additional ten (10) business days. Upon verification of remediation of identified deficiencies and receipt of rebilling, LEA shall pay the resubmitted invoice in accordance with section 8.3, above. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within forty-five (45) calendar days of the notice of withholding, the withheld amount shall be forfeited.

8.8 SERVICES PROVIDED FOLLOWING EXPIRATION OF THE MASTER CONTRACT

In the event that a successor Master Contract is not agreed upon prior to the expiration of this Master Contract, and CONTRACTOR continues to provide services to LEA'S pupils, LEA shall make payment to CONTRACTOR in accordance with the rates set forth in Appendix A, B or C, as applicable, pending the agreement on a successor Master Contract.

8.9 MEDI-CAL REIMBURSEMENT

CONTRACTOR shall provide to LEA, upon request, documentation of all services which may be reimbursable by Medi-Cal. LEA shall have the sole right to submit claims for reimbursement to Medi-Cal, including through the LEA Billing Option Program.

SECTION 9: RECORDKEEPING AND REPORTING

9.1 ACCESS TO PUPIL RECORDS

CONTRACTOR shall provide LEA and/or parent upon request, copies of all requested records pertaining to any pupil assigned by LEA to Contractor within the time required by law for the provision of such pupil records. Notwithstanding this provision, LEA shall remain the custodian of the pupil's records pursuant to Education Code Section 49062.

9.2 PUPIL DATA REPORTING

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

9.3 PUPIL INJURY REPORTING

CONTRACTOR shall prepare a written report and provide such report to the LEA case manager no later than the end of the following day when a pupil suffers an injury requiring medical attention.

9.4 ANNUAL REPORTING

CONTRACTOR shall provide copies of all pupil records on an annual basis including, but not limited to, current transcripts, IEP/IFSPs and results of performance testing and all information required for compliance with federal and state data reporting requirements. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

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9.5 TRANSFER OF PUPIL RECORDS UPON SCHOOL CLOSURE OR DISENROLLMENT

Upon school closure or disenrollment of a pupil CONTRACTOR shall immediately transfer to LEA all "pupil records" under state or federal law. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

9.6 CONTRACTOR REPORTING

CONTRACTOR shall be responsible for all reporting required by state or federal law including, but not limited to, child abuse reporting, reporting of missing pupils, pupil injury reporting, and shall retain all records pertaining to training and acknowledgment of duties pertaining to required reporting.

9.7 FISCAL RECORDS

CONTRACTOR agrees to maintain operations in a manner consistent with law, regulations, safety, and good practice and shall maintain records in sufficient detail to verify its billed services to LEA. CONTRACTOR shall provide access to, or forward copies of, documents relating to services provided under this Master Contract to LEA within twenty (20) days upon reasonable request, except as otherwise required by law. 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; Such records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit upon LEA request.

9.8 AUDIT EXCEPTIONS

CONTRACTOR shall be responsible to receive, reply to, and/or comply with any audit exceptions identified by appropriate LEA personnel, consultants or state or federal audit agencies occurring as a result of CONTRACTOR'S performance of this contract. Upon being notified of any financial penalties by or assessed against the LEA attributable to the CONTRACTOR for failure to properly perform any of its obligations under this contract, the CONTRACTOR shall pay LEA within thirty (30) days, unless contested by CONTRACTOR. After resolution of CONTRACTOR's contention, any remaining funds owed to the LEA shall be paid within thirty (30) days. Any, and all audit exceptions must be specified in detail before any demand from the LEA for any amount requested.

9.9 CONFIDENTIALITY OF RECORDS

CONTRACTOR shall be responsible for and required to protect the confidentiality of pupil records as required by law.

SECTION 10: MODIFICATIONS/AMENDMENTS

This Master Contract and any ISA agreed to hereunder may not be amended without the prior written consent of both parties.

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SECTION 11: TERMINATION

This Master Contract and/or any ISA may be terminated as follows:

11.1 Upon the mutual agreement of the parties.

11.2 For cause by either party, upon twenty (20) days written notice to the other party, or earlier by mutual agreement. Cause for termination shall include, but not be limited to:

11.2.1 The expiration revocation, rescission, or cancellation of any certification required for CONTRACTOR to provide special education and/or related services as may be required by the ISA of each pupil enrolled by Contractor pursuant to this Master Contract.

11.2.2 The material breach of this Master Contract by either party, including but not limited to CONTRACTOR's failure to maintain required insurance.

11.2.3 For an ISA, the pupil requires services beyond the capacity of CONTRACTOR'S certification or level of staffing.

11.2.4 For an ISA, the pupil's continued presence materially and adversely affects the provision of services to other pupils.

11.2.5 For an ISA, the pupil presents a safety risk to other pupils or staff.

11.2.6 For an ISA, the acts or omissions of the pupil's parent, guardian or advocate materially interfere with CONTRACTOR in the IEP formulation or delivery of services to the pupil or other pupils.

11.2.7 Any ISA agreed to pursuant to this Master Contract shall be terminated upon termination of this Master Contract.

11.3 Cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the pupil to a public school program.

11.4 Termination of the Master Contract or ISA shall not affect LEA's payment obligations under Section 8, for services rendered prior to termination.

11.5 In the event CONTRACTOR believes that a pupil involved in a pending ISA termination presents a risk of substantial disruption or harm to others or the pupil, the parties shall confer on an immediate basis to determine alternate means of safely delivering services during the notice period.

SECTION 12: RENEWAL

This Master Contract may be renewed upon the written agreement of the Parties. In the event that a pupil is enrolled with the CONTRACTOR during the term of this Master Contract and said pupil continues to receive special education and/or related services from CONTRACTOR after expiration of this Master Contract and a new master contract has not yet been executed, the terms of this Master Contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR until the successor Master Contract is executed. LEA's payment obligation under Section 8 shall apply to all services provided by CONTRACTOR under this section. This provision is solely for the purpose of avoiding interruption of services during extended contract negotiations. However, nothing in this provision shall obligate CONTRACTOR to provide

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services after the expiration of this Master Contract. If CONTRACTOR intends not to renew the Master Contract, CONTRACTOR shall provide LEA at least 30 days written notice of such intent. If the renewal Master Contract includes a rate increase, the rates shall be retroactive to the start of the Master Contract term, unless the parties agree otherwise.

SECTION 13: COMPLIANCE WITH LAW

During the term of this contract, CONTRACTOR and LEA shall comply with all applicable federal, state and local laws and regulations relating to the provision of services under this Master Contract and any associated ISAs.

SECTION 14: NON-DISCRIMINATION STATEMENT

CONTRACTOR and LEA do not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation with regard to employment, contracting and the provision of services. CONTRACTOR and LEA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 15: INDEPENDENT CONTRACTOR STATUS

This Master 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.

SECTION 16: STANDARD OF PERFORMANCE

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards of each services provider's licensure or certification in the State of California, or as applicable, under the standards prescribed by the California Department of Education.

SECTION 17: SUBCONTRACT AND ASSIGNMENT

CONTRACTOR may not subcontract or assign its obligation under this Master Contract or related ISA without the express written consent of LEA. However, CONTRACTOR may subcontract out transportation services. CONTRACTOR may subcontract individual service providers on a temporary basis in the case of staffing absences or staff shortages without written consent, however if such temporary staffing persists longer than one-month, then written consent of LEA is required. Any other subcontract or assignment shall require written consent of the LEA, and such approval shall not be unreasonably withheld.

SECTION 18: INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless LEA and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from CONTRACTOR'S wrongful acts, omissions, or negligent performance under this Master Contract.

LEA shall indemnify and hold harmless CONTRACTOR and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities

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

2022-2023

(collectively "liabilities"), to the extent such liabilities arise from LEA'S wrongful acts, omissions, or negligent performance under this Master Contract.

The terms of this section shall survive termination of this Master Contract.

SECTION 19: INSURANCE

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall procure and maintain in effect for the term of this Master Contract a policy or policies of insurance and coverage limits as follow.

General Liability	\$1,000,000/3,000,000
Professional Liability	\$1,000,000/2,000,000
Auto liability owned and non-owned vehicles	\$1,000,000/3,000,000
(This provision is applicable only if CONTRACTOR provides transportation services)	
Workers Compensation	(per statute)

The parties agree that the above-listed coverage limits are expected to be sufficient to insure the indemnity and defense obligation undertaken by CONTRACTOR pursuant to Section 18, above, and shall be endorsed to name LEA as an additional insured. Said additional insured endorsement must specify that any coverage which may otherwise be available to LEA is primary and non-contributory.

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.

Not later than the effective date of this Master Contract, the CONTRACTOR shall provide the LEA with a satisfactory certificate or evidence of insurance for all coverage required under this Master Contract. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to LEA at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Independently from the insurer's obligation to provide notice to the LEA, the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer.

SECTION 20: ENTIRE AGREEMENT

This Master Contract constitutes the entire agreement between the parties. There are no understandings, agreement, or representations not specified in this Master Contract.

SECTION 21: 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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SECTION 22: 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.

SECTION 23: ELECTRONIC SIGNATURES

CONTRACTOR and LEA consent to conducting transactions for this Master Contract via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by LEA.

23.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), CONTRACTOR and LEA agree to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent a handwritten signature. CONTRACTOR and LEA further agree that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to this Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. CONTRACTOR and LEA agree that the transactions conducted electronically relating to this Agreement shall be binding upon each of them.

23.2 CONTRACTOR and LEA agree that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Each party understands that the other may suspend or terminate the use of electronic signatures in its reasonable discretion (but such action shall not affect previous electronically signed documents).

23.3 CONTRACTOR and LEA will use the electronic signature to establish identity and sign electronic documents and forms relating to the Master Contract and Amendments. CONTRACTOR and LEA are solely responsible for protecting the electronic signature. If either party suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then the discovering party will immediately notify the other party and request that the electronic signature be revoked. CONTRACTOR and LEA will then immediately cease all use of the electronic signature. CONTRACTOR and LEA agree to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

SECTION 24: NOTICES

Notices provided for by this Master Contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered via certified, registered, or return receipt requested mail, postage prepaid, email or 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 all notices shall be the date of the postmark, email or 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, after which all future notices shall be addressed to that individual. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, notification may be given to the individual executing this Master Contract, or the individual with whom the notifying party normally communicates on related matters for the other party. If the individual designated below is no longer employed by the party, or is no longer in the designated position, notification may be made to the person currently in the position (whether in a permanent or interim capacity).

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Notices to the LEA:

Danielle Clark, Director of Special Education
Name/Title

Lakeside Union School District
Local Education Agency

12335 Woodside Ave.
Address

Lakeside CA 92040
City State Zip

(619) 390-2620
Phone

(619) 390-2597
Facsimile

dclark@lsusd.net
Email Address

Notices to the CONTRACTOR:

Steve Oas, Director & Owner
Name/Title

Specialized Therapy Services
Nonpublic

4204 A Adams Ave.
Address

San Diego CA 92116
City State Zip

(619) 431-5049
Phone

(866) 353-7829
Facsimile

steve@theoascenter.com
Email Address

SECTION 25: 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 of this Master 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) through third party mediation before a mutually agreed upon mediator, or 3) by civil court action.

**San Diego County Nonpublic Master Contract
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2022-2023

SECTION 26: SIGNATURES

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

This Master Contract is effective on July 1, 2022 and terminates at 5:00 p.m. on June 30, 2023 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic ☐ School ☒ Agency


Authorized Representative Signature

DATE: 9/21/2023

Steve Oas, Owner & Director
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Lisa Davis, Assistant Superintendent
(Type) Name and Title

LEA Board Approval

DATE: _____

2022-2023 Nonpublic Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
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NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

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

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

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

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

1.3 CALENDAR

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

1.4 PARENT VISITS/COMMUNICATION

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

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, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

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

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil'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 24 (Notices) of the Nonpublic Master Contract. 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 CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (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 pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

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

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: Specialized Therapy Services

CONTRACTOR NPA ID NUMBER: 9900324

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

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u></u>	<u></u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Language and Speech (415)</u>	<u>\$86.00</u>	<u>hr.</u>
<u>Language and Speech (415) - Licensed SLP-A</u>	<u>\$60.00</u>	<u>hr.</u>
<u>Language and Speech (415) – Speech Therapy Aide</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u>\$71.55</u>	<u>hr</u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u>\$69.00</u>	<u>hr</u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services RN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u>\$69.00</u>	<u>hr</u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u></u>	<u></u>
<u>Assistive Technology Services – Credentialed (445)</u>	<u>\$86.00</u>	<u>hr</u>
<u>Assistive Technology Services - Classified (445)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450)</u>	<u>\$83.00</u>	<u>hr</u>
<u>Occupational Therapy (450) – Certified OT Assistant</u>	<u>\$64.50</u>	<u>hr</u>
<u>Physical Therapy (460)</u>	<u>\$86.00</u>	<u>hr</u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
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<u>Physical Therapy – Licensed PT Assistant (460)</u>	<u>\$64.50</u>	<u>hr</u>
<u>Individual Counseling (510)</u>	<u>\$83.00</u>	<u>hr</u>
<u>Counseling and Guidance (515)</u>	<u>\$83.00</u>	<u>hr</u>
<u>Parent Counseling (520)</u>	<u>\$83.00</u>	<u>hr</u>
<u>Social Work Services (525)</u>	<u>\$83.00</u>	<u>hr</u>
<u>Psychological Services (530)</u>	<u>\$83.00</u>	<u>hr</u>
<u>Behavior Intervention Services (535) – BI Design</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) – BI Implementation</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) – BII (AIDE)</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) – BII (RBT)</u>	<u></u>	<u></u>
<u>Behavior Intervention Services (535) – Supervision</u>	<u></u>	<u></u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u>\$83.00</u>	<u>hr</u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u>\$83.00</u>	<u>hr</u>
<u>Interpreter Services (715)</u>	<u></u>	<u></u>
<u>Interpreter Services Shift Differential (715)</u>	<u></u>	<u></u>
<u>Audiological Services (720)</u>	<u></u>	<u></u>
<u>Specialized Vision Services (725)</u>	<u>\$83.00</u>	<u>hr</u>
<u>Orientation and Mobility (730)</u>	<u>\$83.00</u>	<u>hr</u>
<u>Braille Transcription (735)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u>\$83.00</u>	<u>hr</u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness Preparation (820)</u>	<u></u>	<u></u>
<u>Vocational Assessment, Counseling/Guidance Assessment (830)</u>	<u></u>	<u></u>
<u>Career Awareness (840)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Agency Linkages (referral and placement) (865)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other Services (900) - Music Therapy</u>	<u>\$83.00</u>	<u>hr</u>
<u>Other Services (900) - Vision Therapy</u>	<u></u>	<u></u>
<u>Other Service (900)</u>	<u></u>	<u></u>
<u>Transportation – Emergency</u>	<u></u>	<u></u>
<u>Bus Passes</u>	<u></u>	<u></u>

NOTES:

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

SECTION 5: APPROVALS

CONTRACTOR

Nonpublic Agency



Authorized Representative Signature


DATE: 9/21/2022

Steve Oas, Director and Owner

(Type) Name and Title

LEA

Local Educational Agency



Authorized Representative Signature

DATE: _____

Lisa Davis, Assistant Superintendent

(Type) Name and Title

LEA Board Approval

DATE: _____

East County SELPA Nonpublic Master Contract

CHECKLIST

This checklist is not part of the Master Contract Documents. It is intended only to assist the Local Education Agency (LEA) in the completion and approval of the Master Contract process.

Send to SELPA for review Date sent: 9/21/2022

NPS/A Name: Specialized Therapy Services

(NOTE: SELPA review should be completed prior to Board Approval/Full Execution of Contract)

1. Verified NPS/A has agreed upon negotiated rates: ☒ Yes ☐ No (If no, see 3)
2. Rates in the Master Contract reflect the agreed upon rates: ☒ Yes ☐ No (If no, rates need to be corrected)
3. If the NPS/A does not have agreed upon rates:

Verify that the NPS/A is Certified by the CDE: ☐ Yes ☐ No (If no, do not use the Master Contract)

SELPA Review

Per the Master Contract Guidelines, the SELPA signature is no longer required on the Contract documents. However, SELPA reviews for content accuracy and completion/review of the rates only. Please submit this Checklist with the Master Contract Documents to the SELPA for final review, prior to LEA Board Approval/Full Execution of Contract.

Heather DiFede

SELPA Signature

9/21/2022

Date

LEA: Lakeside Union School District

Nonpublic: New Haven Youth and Family Services

LUSD

Contract #

V2023-069

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San Diego County
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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.

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

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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.*

LEA: Lakeside Union School District

Nonpublic: New Haven Youth and Family Services

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San Diego County Nonpublic Master Contract Main Document

2022-2023

This contract ("Master Contract") is entered into by and between Lakeside Union School District ("LEA") and New Haven Youth and Family Services ("CONTRACTOR") (collectively "Parties") pursuant to California Education Code section 56366 and California Code of Regulations section 5 CCR 3062 for the provision of special education and/or related services for 2022-2023 academic year.

SECTION 1: TERM

The term of this Master Contract shall be for the period of July 1, 2022, to June 30, 2023. The Parties agree to use their best efforts during the term of this Master Contract to negotiate a successor agreement prior to its expiration. If the Parties execute this contract after July 1, 2022, then the provisions of this Master Contract shall be retroactive to the beginning of the Master Contract Term (July 1, 2022), to cover services provided by CONTRACTOR to LEA pupils, unless otherwise mutually agreed upon by both parties.

SECTION 2: CONTRACT DOCUMENTS

The documents that make up the Master Contract shall include this Main Document and Appendices A (Schools), B (Agencies), and C (Room and Board), as applicable.

SECTION 3: SERVICES PROVIDED TO PUPILS

3.1 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement ("ISA") for each pupil for whom the LEA requests and CONTRACTOR agrees to provide special education and/or related services. The LEA is responsible for completing each pupil's ISA. The ISA for each such pupil shall identify the services to be provided to the pupil pursuant to the pupil's Individualized Education Program ("IEP") or Individualized Family Service Plan ("IFSP"), and the provider of each service identified therein. It is understood that this Master Contract does not commit the CONTRACTOR to provide special education and/or related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit.

3.2 INTERIM WRITTEN APPROVAL

The LEA may provide interim written approval for CONTRACTOR to provide services to a pupil pending completion of an ISA and Master Contract. The interim written approval may be for a maximum period of one hundred and eighty (180) days, beginning with the anticipated pupil start date. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred and eighty (180) day period, the LEA or the CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, until such time as there is a change in placement or subsequent execution of an Individual Services Agreement and Master Contract.

3.3 SERVICES TO BE PROVIDED UNDER ISA OR INTERIM WRITTEN APPROVAL

The ISA and any interim written approval shall require Contractor to provide all special education and related services to pupil specified IEP or IFSP, as applicable, for the time specified in the IEP or IFSP unless otherwise specified therein. Changes to a pupil's educational program, including instruction, services, or instructional setting provided under this Master Contract and the ISA for that pupil, may only be made on the basis of revisions to the pupil's IEP or IFSP. In no case may Contractor expel or exit a pupil placed with Contractor except as provided under Section 11 of this Master Contract.

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3.4 MODIFICATIONS TO IEP/IFSP

3.4.1 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, in which case the LEA shall convene an IEP meeting within 30 days of said notice.

3.4.2 In the event CONTRACTOR believes a pupil requires something other than what is specified in the ISA, Contractor shall immediately notify the LEA.

3.4.3 CONTRACTOR, including the pupil's then-present teacher, shall participate in all IEP/ISFP meetings for such time as the ISA remains in force and effect. If LEA or CONTRACTOR will be recommending significant changes to the pupil's program, placement or services, the LEA's assigned Case Manager and CONTRACTOR'S representatives shall discuss such recommendations prior to the IEP/IFSP meeting.

3.4.4 Any changes to the pupil's IEP or IFSP shall be incorporated into the ISA for that pupil via written amendment.

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

3.5 ASSESSMENTS AND EVALUATIONS

If CONTRACTOR receives a parent request for evaluation or assessment of a pupil, CONTRACTOR shall advise the parent to submit the request in writing to the LEA. 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.

3.6 TRANSPORTATION

Transportation, where specified to be provided to a pupil in the ISA, may only be provided directly by the LEA or by a subcontractor engaged by CONTRACTOR for such purpose. Where the ISA specifies transportation is to be provided by CONTRACTOR, CONTRACTOR shall have in place a transportation safety plan that prescribes procedures to ensure safe transport of pupils including, adequate supervision during the transport and with staff trained in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs.

In the event that the CONTRACTOR provides unscheduled transportation for pupils to or from school (due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and LEA), the transportation rate for such unscheduled transportation services will be at rates to be agreed upon by LEA and the CONTRACTOR.

3.7 BEHAVIORAL INTERVENTION

CONTRACTOR shall comply with all laws applicable to serving pupils with behavioral needs, including but not limited to, laws governing the use of emergency interventions, required reporting, referral, assessment, and modification of the applicable behavioral intervention plan, IEP and/or IFSP, as applicable.

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3.8 PUPIL DISCIPLINE

3.8.1 CONTRACTOR shall maintain and abide by a written policy for pupil discipline that is consistent with state and federal law.

3.8.2 CONTRACTOR shall provide pupils who exhibit serious behavioral challenges timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

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

3.8.4 CONTRACTOR shall immediately submit a written discipline report to the LEA if CONTRACTOR seeks to remove a pupil from his/her current educational placement for disciplinary reasons. The written discipline report shall include, but not be limited to: the pupil's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. Upon receipt, LEA will schedule an IEP meeting and/or manifestation determination review.

3.9 QUARANTINE OF PUPILS

Where a pupil is required to quarantine due to a Public Health Order, or applicable federal, state or local public health guidance, CONTRACTOR will notify the LEA immediately of the pupil's quarantine (as used in this Master Contract, "immediately" shall mean within one business day of CONTRACTOR'S actual knowledge.) So long as the CDE or other regulatory body institutes or provides remote learning or independent study guidance which allows for LEA to obtain ADA funding applicable during such quarantine, CONTRACTOR shall provide services accordingly. In such instances where CONTRACTOR is continuing to deliver such services during quarantine which complies with any remote learning or independent study funding requirements, and provides the services outlined in the pupil's IEP, the pupil will not be deemed absent under the terms of the Master Contract and payment for services will not be withheld by the LEA.

SECTION 4: LEA OVERSIGHT

4.1 INITIAL VISIT PRIOR TO PLACEMENT

If the LEA does not already have a pupil placed at CONTRACTOR'S nonpublic school, the LEA shall be entitled to schedule and conduct, at a minimum, one onsite visit to CONTRACTOR'S nonpublic school prior to placement of any pupil at said school.

4.2 ANNUAL VISIT

The LEA shall be entitled to schedule and conduct, at a minimum, one onsite monitoring visit each year during which the LEA has a pupil attending CONTRACTOR'S nonpublic school. The monitoring visit shall include, but shall not be limited to, a review of services provided to the pupil through the ISA, a review of the progress the pupil is making towards the goals set forth in the pupil's IEP, a review of the progress the pupil is making towards the goals set forth in the pupil's behavioral intervention program, if any, an observation of the pupil during instruction and a walkthrough of the facility, and CONTRACTOR'S compliance with the state and federal related special education mandates.

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4.3 UNANNOUNCED VISITS

LEA, SELPA and/or their designee(s) shall be entitled to make unannounced visits.

4.4 EVALUATION OF PUPIL PROGRESS

LEA will conduct evaluation of pupil progress in accordance with applicable law, as follows:

4.4.1 Evaluate the educational progress of each pupil placed in a nonpublic, nonsectarian school, including all state assessment results pursuant to the requirements of Section 52052.

4.4.2 Consider whether or not the needs of the pupil continue to be best met at the nonpublic, nonsectarian school and whether changes to the individualized education program of the pupil are necessary, including whether the pupil may be transitioned to a public school setting. This consideration shall be made at the meeting required by subdivision (d) of Section 56343 of the California Education Code.

4.4.3 Ensure the nonpublic, nonsectarian school or agency provides all services in each IEP unless the ISA for that pupil provides otherwise.

4.4.4 CONTRACTOR shall have written procedures in place for measuring pupil's progress on goals identified in the pupil's IEP or IFSP and shall provide written progress to parents and the LEA in accordance with applicable law.

4.4.5 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.

SECTION 5: NONPUBLIC CERTIFICATION

CONTRACTOR is required to obtain and keep current any and all certifications required to provide such special education and related services to pupils as are required by the ISA of each pupil CONTRACTOR enrolls per this Master Contract. 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. However, such nullification shall not affect LEA's obligations to pay for services provided by CONTRACTOR while validly certified. Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto.

SECTION 6: PERSONNEL

6.1 REQUIRED CREDENTIALS, LICENSE AND/OR OTHER QUALIFICATIONS

CONTRACTOR shall assign only appropriately qualified personnel to provide contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement, including appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations. All non-credentialed teachers and non-licensed service providers shall be required to obtain a waiver. 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.

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6.2 VERIFICATION OF CREDENTIALS

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

6.3 TRAINING

CONTRACTOR shall be responsible for all training necessary to provide appropriate services per IEP/IFSP, including training in implementing Behavior Intervention Plan(s) as applicable.

6.4 STAFF TO PUPIL RATIOS

Staff to pupil ratios for any given pupil shall be as specified in the pupil's ISA.

6.5 FINGERPRINTING AND TUBERCULOSIS TESTING

CONTRACTOR shall ensure that employee background checks and tuberculosis screenings are conducted in accordance with state and federal law and shall maintain a record of same. Upon Request by LEA, CONTRACTOR shall provide to LEA its verification documents provided to the CDE.

6.6 ACKNOWLEDGMENT OF MANDATED REPORTER OBLIGATIONS

CONTRACTOR shall provide such training as is required under California law regarding child abuse reporting and shall maintain signed statements from all personnel acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

SECTION 7: COMPENSATION

CONTRACTOR shall be paid in accordance with the terms set forth in Appendix A, B and/or C, as applicable.

SECTION 8: BILLING AND PAYMENT

8.1 INVOICES

CONTRACTOR shall submit invoices monthly 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. Invoices should clearly reflect rates set forth in Appendix A, B &/or C, as applicable for services provided in accordance with the applicable ISA or interim written approval. Any related mental health services should be billed by the CONTRACTOR in a separate invoice.

8.2 LATE INVOICES

If LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, unless LEA has agreed to an extension of time for

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CONTRACTOR to submit the invoice. An invoice shall be deemed received on the confirmed date of receipt by LEA.

8.3 PAYMENT

LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice. Payment shall reference the invoice number or date and shall be in the amount of the invoice unless LEA has issued a Notice of Withholding pursuant to Section 8.5. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the Individual Services Agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements.

8.4 LATE PAYMENT

If the payment by LEA is not postmarked within forty-five (45) days of the receipt of the invoice, LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid. Such interest shall be calculated beginning day forty-six (46) from receipt of the invoice in accordance with standard accounting procedures.

8.5 RIGHT TO WITHHOLD

LEA shall be entitled to withhold payment to CONTRACTOR, only if LEA notifies CONTRACTOR within 10 days of receipt of CONTRACTOR'S invoice, that LEA has reliable evidence, which shall be described in writing to Contractor in the notice of withholding of any of the following:

8.5.1 Service is provided to one or more pupils by personnel who are not appropriately credentialed/licensed;

8.5.2 Records required by LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR'S educational program have not been received;

8.5.3 CONTRACTOR confirms a pupil's change of residence to another district and fails to notify LEA within five (5) days thereof;

8.5.4 CONTRACTOR fails to notify LEA within five (5) days after the 10th consecutive school day of a pupil's absence.

Nothing in this Section waives the LEA's right to later seek reimbursement for CONTRACTOR's actual failure to comply with the requirements outlined in subsections 8.5.1; 8.5.2; 8.5.3; or 8.5.4 of this section, provided however, that LEA may not seek any such reimbursement after 90 days from the end of the operative Master Contract term.

8.6 CALCULATION OF WITHHOLDING

If the basis for withholding is subsection 8.5.1 of this section, the amount withheld by LEA shall be limited to payment for services provided by the relevant personnel. If the basis of the withholding is 8.5.2 to 8.5.4 of this section, LEA shall withhold a proportionate amount for services provided to that pupil.

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8.7 OPPORTUNITY TO CURE

CONTRACTOR shall have ten business days from receipt of LEA's notice of withholding to take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding. Upon request and a showing of good cause, LEA shall extend that time by an additional ten (10) business days. Upon verification of remediation of identified deficiencies and receipt of rebilling, LEA shall pay the resubmitted invoice in accordance with section 8.3, above. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within forty-five (45) calendar days of the notice of withholding, the withheld amount shall be forfeited.

8.8 SERVICES PROVIDED FOLLOWING EXPIRATION OF THE MASTER CONTRACT

In the event that a successor Master Contract is not agreed upon prior to the expiration of this Master Contract, and CONTRACTOR continues to provide services to LEA'S pupils, LEA shall make payment to CONTRACTOR in accordance with the rates set forth in Appendix A, B or C, as applicable, pending the agreement on a successor Master Contract.

8.9 MEDI-CAL REIMBURSEMENT

CONTRACTOR shall provide to LEA, upon request, documentation of all services which may be reimbursable by Medi-Cal. LEA shall have the sole right to submit claims for reimbursement to Medi Cal, including through the LEA Billing Option Program.

SECTION 9: RECORDKEEPING AND REPORTING

9.1 ACCESS TO PUPIL RECORDS

CONTRACTOR shall provide LEA and/or parent upon request, copies of all requested records pertaining to any pupil assigned by LEA to Contractor within the time required by law for the provision of such pupil records. Notwithstanding this provision, LEA shall remain the custodian of the pupil's records pursuant to Education Code Section 49062.

9.2 PUPIL DATA REPORTING

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

9.3 PUPIL INJURY REPORTING

CONTRACTOR shall prepare a written report and provide such report to the LEA case manager no later than the end of the following day when a pupil suffers an injury requiring medical attention.

9.4 ANNUAL REPORTING

CONTRACTOR shall provide copies of all pupil records on an annual basis including, but not limited to, current transcripts, IEP/IFSPs and results of performance testing and all information required for compliance with federal and state data reporting requirements. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

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9.5 TRANSFER OF PUPIL RECORDS UPON SCHOOL CLOSURE OR DISENROLLMENT

Upon school closure or disenrollment of a pupil CONTRACTOR shall immediately transfer to LEA all "pupil records" under state or federal law. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

9.6 CONTRACTOR REPORTING

CONTRACTOR shall be responsible for all reporting required by state or federal law including, but not limited to, child abuse reporting, reporting of missing pupils, pupil injury reporting, and shall retain all records pertaining to training and acknowledgment of duties pertaining to required reporting.

9.7 FISCAL RECORDS

CONTRACTOR agrees to maintain operations in a manner consistent with law, regulations, safety, and good practice and shall maintain records in sufficient detail to verify its billed services to LEA. CONTRACTOR shall provide access to, or forward copies of, documents relating to services provided under this Master Contract to LEA within twenty (20) days upon reasonable request, except as otherwise required by law. 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; Such records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit upon LEA request.

9.8 AUDIT EXCEPTIONS

CONTRACTOR shall be responsible to receive, reply to, and/or comply with any audit exceptions identified by appropriate LEA personnel, consultants or state or federal audit agencies occurring as a result of CONTRACTOR'S performance of this contract. Upon being notified of any financial penalties by or assessed against the LEA attributable to the CONTRACTOR for failure to properly perform any of its obligations under this contract, the CONTRACTOR shall pay LEA within thirty (30) days, unless contested by CONTRACTOR. After resolution of CONTRACTOR's contention, any remaining funds owed to the LEA shall be paid within thirty (30) days. Any, and all audit exceptions must be specified in detail before any demand from the LEA for any amount requested.

9.9 CONFIDENTIALITY OF RECORDS

CONTRACTOR shall be responsible for and required to protect the confidentiality of pupil records as required by law.

SECTION 10: MODIFICATIONS/AMENDMENTS

This Master Contract and any ISA agreed to hereunder may not be amended without the prior written consent of both parties.

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SECTION 11: TERMINATION

This Master Contract and/or any ISA may be terminated as follows:

11.1 Upon the mutual agreement of the parties.

11.2 For cause by either party, upon twenty (20) days written notice to the other party, or earlier by mutual agreement. Cause for termination shall include, but not be limited to:

11.2.1 The expiration revocation, rescission, or cancellation of any certification required for CONTRACTOR to provide special education and/or related services as may be required by the ISA of each pupil enrolled by Contractor pursuant to this Master Contract.

11.2.2 The material breach of this Master Contract by either party, including but not limited to CONTRACTOR's failure to maintain required insurance.

11.2.3 For an ISA, the pupil requires services beyond the capacity of CONTRACTOR'S certification or level of staffing.

11.2.4 For an ISA, the pupil's continued presence materially and adversely affects the provision of services to other pupils

11.2.5 For an ISA, the pupil presents a safety risk to other pupils or staff.

11.2.6 For an ISA, the acts or omissions of the pupil's parent, guardian or advocate materially interfere with CONTRACTOR in the IEP formulation or delivery of services to the pupil or other pupils.

11.2.7 Any ISA agreed to pursuant to this Master Contract shall be terminated upon termination of this Master Contract.

11.3 Cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the pupil to a public school program.

11.4 Termination of the Master Contract or ISA shall not affect LEA's payment obligations under Section 8, for services rendered prior to termination.

11.5 In the event CONTRACTOR believes that a pupil involved in a pending ISA termination presents a risk of substantial disruption or harm to others or the pupil, the parties shall confer on an immediate basis to determine alternate means of safely delivering services during the notice period.

SECTION 12: RENEWAL

This Master Contract may be renewed upon the written agreement of the Parties. In the event that a pupil is enrolled with the CONTRACTOR during the term of this Master Contract and said pupil continues to receive special education and/or related services from CONTRACTOR after expiration of this Master Contract and a new master contract has not yet been executed, the terms of this Master Contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR until the successor Master Contract is executed. LEA's payment obligation under Section 8 shall apply to all services provided by CONTRACTOR under this section. This provision is solely for the purpose of avoiding interruption of services during extended contract negotiations. However, nothing in this provision shall obligate CONTRACTOR to provide

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services after the expiration of this Master Contract. If CONTRACTOR intends not to renew the Master Contract, CONTRACTOR shall provide LEA at least 30 days written notice of such intent. If the renewal Master Contract includes a rate increase, the rates shall be retroactive to the start of the Master Contract term, unless the parties agree otherwise.

SECTION 13: COMPLIANCE WITH LAW

During the term of this contract, CONTRACTOR and LEA shall comply with all applicable federal, state and local laws and regulations relating to the provision of services under this Master Contract and any associated ISAs.

SECTION 14: NON-DISCRIMINATION STATEMENT

CONTRACTOR and LEA do not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation with regard to employment, contracting and the provision of services. CONTRACTOR and LEA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 15: INDEPENDENT CONTRACTOR STATUS

This Master 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.

SECTION 16: STANDARD OF PERFORMANCE

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards of each services provider's licensure or certification in the State of California, or as applicable, under the standards prescribed by the California Department of Education.

SECTION 17: SUBCONTRACT AND ASSIGNMENT

CONTRACTOR may not subcontract or assign its obligation under this Master Contract or related ISA without the express written consent of LEA. However, CONTRACTOR may subcontract out transportation services. CONTRACTOR may subcontract individual service providers on a temporary basis in the case of staffing absences or staff shortages without written consent, however if such temporary staffing persists longer than one-month, then written consent of LEA is required. Any other subcontract or assignment shall require written consent of the LEA, and such approval shall not be unreasonably withheld.

SECTION 18: INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless LEA and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from CONTRACTOR'S wrongful acts, omissions, or negligent performance under this Master Contract.

LEA shall indemnify and hold harmless CONTRACTOR and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities

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(collectively "liabilities"), to the extent such liabilities arise from LEA'S wrongful acts, omissions, or negligent performance under this Master Contract.

The terms of this section shall survive termination of this Master Contract.

SECTION 19: INSURANCE

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall procure and maintain in effect for the term of this Master Contract a policy or policies of insurance and coverage limits as follow.

General Liability	\$1,000,000/3,000,000
Professional Liability	\$1,000,000/2,000,000
Auto liability owned and non-owned vehicles	\$1,000,000/3,000,000
(This provision is applicable only if CONTRACTOR provides transportation services)	
Workers Compensation	(per statute)

The parties agree that the above-listed coverage limits are expected to be sufficient to insure the indemnity and defense obligation undertaken by CONTRACTOR pursuant to Section 18, above, and shall be endorsed to name LEA as an additional insured. Said additional insured endorsement must specify that any coverage which may otherwise be available to LEA is primary and non-contributory.

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.

Not later than the effective date of this Master Contract, the CONTRACTOR shall provide the LEA with a satisfactory certificate or evidence of insurance for all coverage required under this Master Contract. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to LEA at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Independently from the insurer's obligation to provide notice to the LEA, the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer.

SECTION 20: ENTIRE AGREEMENT

This Master Contract constitutes the entire agreement between the parties. There are no understandings, agreement, or representations not specified in this Master Contract.

SECTION 21: 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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SECTION 22: 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.

SECTION 23: ELECTRONIC SIGNATURES

CONTRACTOR and LEA consent to conducting transactions for this Master Contract via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by LEA.

23.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), CONTRACTOR and LEA agree to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent a handwritten signature. CONTRACTOR and LEA further agree that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to this Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. CONTRACTOR and LEA agree that the transactions conducted electronically relating to this Agreement shall be binding upon each of them.

23.2 CONTRACTOR and LEA agree that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Each party understands that the other may suspend or terminate the use of electronic signatures in its reasonable discretion (but such action shall not affect previous electronically signed documents).

23.3 CONTRACTOR and LEA will use the electronic signature to establish identity and sign electronic documents and forms relating to the Master Contract and Amendments. CONTRACTOR and LEA are solely responsible for protecting the electronic signature. If either party suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then the discovering party will immediately notify the other party and request that the electronic signature be revoked. CONTRACTOR and LEA will then immediately cease all use of the electronic signature. CONTRACTOR and LEA agree to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

SECTION 24: NOTICES

Notices provided for by this Master Contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered via certified, registered, or return receipt requested mail, postage prepaid, email or 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 all notices shall be the date of the postmark, email or 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, after which all future notices shall be addressed to that individual. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, notification may be given to the individual executing this Master Contract, or the individual with whom the notifying party normally communicates on related matters for the other party. If the individual designated below is no longer employed by the party, or is no longer in the designated position, notification may be made to the person currently in the position (whether in a permanent or interim capacity).

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Notices to the LEA:

Danielle Clark, Director of Special Education
Name/Title

Lakeside Union School District
Local Education Agency

12335 Woodside Ave.
Address

<u>Lakeside</u>	<u>CA</u>	<u>92040</u>
City	State	Zip

(619) 390-2620
Phone

(619) 390-2597
Facsimile

dclark@lsusd.net
Email Address

Notices to the CONTRACTOR:

Doreen Quinn, Director
Name/Title

New Haven Youth and Family Services
Nonpublic

P.O. Box 1199
Address

<u>Vista</u>	<u>CA</u>	<u>92085</u>
City	State	Zip

(760) 630-4035
Phone

(760) 630-4020
Facsimile

llamontagne@newhavcnysfs.org
Email Address

SECTION 25: 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 of this Master 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) through third party mediation before a mutually agreed upon mediator, or 3) by civil court action.

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

2022-2023

SECTION 26: SIGNATURES

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

This Master Contract is effective on July 1, 2022 and terminates at 5:00 p.m. on June 30, 2023 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic ☐ School ☒ Agency



Authorized Representative Signature

DATE: 8/21/22

Doreen Quinn, Director
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Lisa Davis, Assistant Superintendent
(Type) Name and Title

LEA Board Approval

DATE: _____

LEA: Lakeside Union School District

Nonpublic: New Haven Youth and Family Services

2022-2023 Nonpublic Master Contract

Appendix B: Agencies

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023**

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**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023**

**NONPUBLIC MASTER CONTRACT
Appendix B: Agencies**

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

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

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

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

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

1.3 CALENDAR

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

1.4 PARENT VISITS/COMMUNICATION

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

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, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

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

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil'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 24 (Notices) of the Nonpublic Master Contract. 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 CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (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 pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

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

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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2022-2023

SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: New Haven Youth and Family Services

CONTRACTOR NPA ID NUMBER: 1A-37-161

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

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u> </u>	<u> </u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u> </u>	<u> </u>
<u>Language and Speech (415)</u>	<u> </u>	<u> </u>
<u>Language and Speech (415) - Licensed SLP-A</u>	<u> </u>	<u> </u>
<u>Language and Speech (415) – Speech Therapy Aide</u>	<u> </u>	<u> </u>
<u>Adapted Physical Education (425)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Other Services RN (436)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u> </u>	<u> </u>
<u>Assistive Technology Services – Credentialed (445)</u>	<u> </u>	<u> </u>
<u>Assistive Technology Services - Classified (445)</u>	<u> </u>	<u> </u>
<u>Occupational Therapy (450)</u>	<u> </u>	<u> </u>
<u>Occupational Therapy (450) – Certified OT Assistant</u>	<u> </u>	<u> </u>
<u>Physical Therapy (460)</u>	<u> </u>	<u> </u>

Letter One USD

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency


Authorized Representative Signature

DATE: 8/21/22

Doreen Quinn, Director
(Type) Name and Title

LEA
Local Educational Agency


Authorized Representative Signature

DATE: _____

Lisa Davis, Assistant Superintendent
(Type) Name and Title

LEA Board Approval

DATE: _____

East County SELPA Nonpublic Master Contract

CHECKLIST

This checklist is not part of the Master Contract Documents. It is intended only to assist the Local Education Agency (LEA) in the completion and approval of the Master Contract process.

Send to SELPA for review Date sent: 9/23/2022

NPS/A Name: New Haven Youth and Family Services Master/App B: Agencies

(NOTE: SELPA review should be completed prior to Board Approval/Full Execution of Contract)

1. Verified NPS/A has agreed upon negotiated rates: ☒ Yes ☐ No (If no, see 3)
2. Rates in the Master Contract reflect the agreed upon rates: ☒ Yes ☐ No (If no, rates need to be corrected)
3. If the NPS/A does not have agreed upon rates:

Verify that the NPS/A is Certified by the CDE: ☐ Yes ☐ No (If no, do not use the Master Contract)

SELPA Review

Per the Master Contract Guidelines, the SELPA signature is no longer required on the Contract documents. However, SELPA reviews for content accuracy and completion/review of the rates only. Please submit this Checklist with the Master Contract Documents to the SELPA for final review, prior to LEA Board Approval/Full Execution of Contract.

Heather DiFede
SELPA Signature

9/26/2022
Date

Contracted Services Reimbursement Agreement

SDCOE Agreement No. 22230523

LUSD
Contract #
V2023-070

This Agreement, is entered into this 9th day of September 2022, by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SDCOE") and LAKESIDE UNION SCHOOL DISTRICT (hereinafter referred to as "District") who agree to the following:

The District has entered into a contract with Jim Huge to plan, prepare, and conduct a Board retreat on August 11, 2022 for its board members. Jim Huge is specially trained, experiences, and competent to perform the special services required by the District.

SDCOE and District agree the retreat will be beneficial for the District's board members. As such, SDCOE has agreed to reimburse the District for Jim Huge's contract.

SDCOE shall pay for actual costs associated with the above-mentioned contract in an amount not to exceed \$6,250. Any additional costs associated with said contract will be borne by the district.

District will invoice SDCOE once the contracted services have been completed and be paid via auditor transfer.

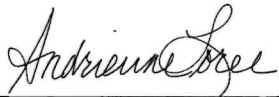
There is no student contact under this agreement. Notwithstanding the foregoing, District certifies that it complies with all provisions of Education Code section 45125.1 et.sec.

The District agrees to hold harmless, defend, and to indemnify the SDCOE, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from this 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



Digitally signed by Andrienne
(Andi) Loree
Date: 2022.09.19 15:58:26 -07'00'

By (Authorized Signature)

Michael Simonson

Name (Type or Print)

Deputy Superintendent, Chief Business Officer

Title

Date

LAKESIDE UNION SCHOOL DISTRICT



By (Authorized Signature)

Lisa Davis

Name (Type or Print)

Assistant Superintendent

Title

Date

LUSD
Contract #
V2023-071

2022-2023 San Diego County Nonpublic Master Contract

Directions:

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

San Diego County Nonpublic Master Contract
Main Document

2022-2023

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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.

LEA: Lakeside Union School District

Nonpublic: Verbal Behavior Associates

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**San Diego County Nonpublic Master Contract
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This contract ("Master Contract") is entered into by and between Lakeside Union School District ("LEA") and Verbal Behavior Associates ("CONTRACTOR") (collectively "Parties") pursuant to California Education Code section 56366 and California Code of Regulations section 5 CCR 3062 for the provision of special education and/or related services for 2022-2023 academic year.

SECTION 1: TERM

The term of this Master Contract shall be for the period of July 1, 2022, to June 30, 2023. The Parties agree to use their best efforts during the term of this Master Contract to negotiate a successor agreement prior to its expiration. If the Parties execute this contract after July 1, 2022, then the provisions of this Master Contract shall be retroactive to the beginning of the Master Contract Term (July 1, 2022), to cover services provided by CONTRACTOR to LEA pupils, unless otherwise mutually agreed upon by both parties.

SECTION 2: CONTRACT DOCUMENTS

The documents that make up the Master Contract shall include this Main Document and Appendices A (Schools), B (Agencies), and C (Room and Board), as applicable.

SECTION 3: SERVICES PROVIDED TO PUPILS

3.1 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement ("ISA") for each pupil for whom the LEA requests and CONTRACTOR agrees to provide special education and/or related services. The LEA is responsible for completing each pupil's ISA. The ISA for each such pupil shall identify the services to be provided to the pupil pursuant to the pupil's Individualized Education Program ("IEP") or Individualized Family Service Plan ("IFSP"), and the provider of each service identified therein. It is understood that this Master Contract does not commit the CONTRACTOR to provide special education and/or related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit.

3.2 INTERIM WRITTEN APPROVAL

The LEA may provide interim written approval for CONTRACTOR to provide services to a pupil pending completion of an ISA and Master Contract. The interim written approval may be for a maximum period of one hundred and eighty (180) days, beginning with the anticipated pupil start date. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred and eighty (180) day period, the LEA or the CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, until such time as there is a change in placement or subsequent execution of an Individual Services Agreement and Master Contract.

3.3 SERVICES TO BE PROVIDED UNDER ISA OR INTERIM WRITTEN APPROVAL

The ISA and any interim written approval shall require Contractor to provide all special education and related services to pupil specified IEP or IFSP, as applicable, for the time specified in the IEP or IFSP unless otherwise specified therein. Changes to a pupil's educational program, including instruction, services, or instructional setting provided under this Master Contract and the ISA for that pupil, may only be made on the basis of revisions to the pupil's IEP or IFSP. In no case may Contractor expel or exit a pupil placed with Contractor except as provided under Section 11 of this Master Contract.

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3.4 MODIFICATIONS TO IEP/IFSP

3.4.1 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, in which case the LEA shall convene an IEP meeting within 30 days of said notice.

3.4.2 In the event CONTRACTOR believes a pupil requires something other than what is specified in the ISA, Contractor shall immediately notify the LEA.

3.4.3 CONTRACTOR, including the pupil's then-present teacher, shall participate in all IEP/ISFP meetings for such time as the ISA remains in force and effect. If LEA or CONTRACTOR will be recommending significant changes to the pupil's program, placement or services, the LEA's assigned Case Manager and CONTRACTOR'S representatives shall discuss such recommendations prior to the IEP/IFSP meeting.

3.4.4 Any changes to the pupil's IEP or IFSP shall be incorporated into the ISA for that pupil via written amendment.

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

3.5 ASSESSMENTS AND EVALUATIONS

If CONTRACTOR receives a parent request for evaluation or assessment of a pupil, CONTRACTOR shall advise the parent to submit the request in writing to the LEA. 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.

3.6 TRANSPORTATION

Transportation, where specified to be provided to a pupil in the ISA, may only be provided directly by the LEA or by a subcontractor engaged by CONTRACTOR for such purpose. Where the ISA specifies transportation is to be provided by CONTRACTOR, CONTRACTOR shall have in place a transportation safety plan that prescribes procedures to ensure safe transport of pupils including, adequate supervision during the transport and with staff trained in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs.

In the event that the CONTRACTOR provides unscheduled transportation for pupils to or from school (due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and LEA), the transportation rate for such unscheduled transportation services will be at rates to be agreed upon by LEA and the CONTRACTOR.

3.7 BEHAVIORAL INTERVENTION

CONTRACTOR shall comply with all laws applicable to serving pupils with behavioral needs, including but not limited to, laws governing the use of emergency interventions, required reporting, referral, assessment, and modification of the applicable behavioral intervention plan, IEP and/or IFSP, as applicable.

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3.8 PUPIL DISCIPLINE

3.8.1 CONTRACTOR shall maintain and abide by a written policy for pupil discipline that is consistent with state and federal law.

3.8.2 CONTRACTOR shall provide pupils who exhibit serious behavioral challenges timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

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

3.8.4 CONTRACTOR shall immediately submit a written discipline report to the LEA if CONTRACTOR seeks to remove a pupil from his/her current educational placement for disciplinary reasons. The written discipline report shall include, but not be limited to: the pupil's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. Upon receipt, LEA will schedule an IEP meeting and/or manifestation determination review.

3.9 QUARANTINE OF PUPILS

Where a pupil is required to quarantine due to a Public Health Order, or applicable federal, state or local public health guidance, CONTRACTOR will notify the LEA immediately of the pupil's quarantine (as used in this Master Contract, "immediately" shall mean within one business day of CONTRACTOR'S actual knowledge.). So long as the CDE or other regulatory body institutes or provides remote learning or independent study guidance which allows for LEA to obtain ADA funding applicable during such quarantine, CONTRACTOR shall provide services accordingly. In such instances where CONTRACTOR is continuing to deliver such services during quarantine which complies with any remote learning or independent study funding requirements, and provides the services outlined in the pupil's IEP, the pupil will not be deemed absent under the terms of the Master Contract and payment for services will not be withheld by the LEA.

SECTION 4: LEA OVERSIGHT

4.1 INITIAL VISIT PRIOR TO PLACEMENT

If the LEA does not already have a pupil placed at CONTRACTOR'S nonpublic school, the LEA shall be entitled to schedule and conduct, at a minimum, one onsite visit to CONTRACTOR'S nonpublic school prior to placement of any pupil at said school.

4.2 ANNUAL VISIT

The LEA shall be entitled to schedule and conduct, at a minimum, one onsite monitoring visit each year during which the LEA has a pupil attending CONTRACTOR'S nonpublic school. The monitoring visit shall include, but shall not be limited to, a review of services provided to the pupil through the ISA, a review of the progress the pupil is making towards the goals set forth in the pupil's IEP, a review of the progress the pupil is making towards the goals set forth in the pupil's behavioral intervention program, if any, an observation of the pupil during instruction and a walkthrough of the facility, and CONTRACTOR'S compliance with the state and federal related special education mandates.

San Diego County Nonpublic Master Contract Main Document

2022-2023

4.3 UNANNOUNCED VISITS

LEA, SELPA and/or their designee(s) shall be entitled to make unannounced visits.

4.4 EVALUATION OF PUPIL PROGRESS

LEA will conduct evaluation of pupil progress in accordance with applicable law, as follows:

4.4.1 Evaluate the educational progress of each pupil placed in a nonpublic, nonsectarian school, including all state assessment results pursuant to the requirements of Section 52052.

4.4.2 Consider whether or not the needs of the pupil continue to be best met at the nonpublic, nonsectarian school and whether changes to the individualized education program of the pupil are necessary, including whether the pupil may be transitioned to a public school setting. This consideration shall be made at the meeting required by subdivision (d) of Section 56343 of the California Education Code.

4.4.3 Ensure the nonpublic, nonsectarian school or agency provides all services in each IEP unless the ISA for that pupil provides otherwise.

4.4.4 CONTRACTOR shall have written procedures in place for measuring pupil's progress on goals identified in the pupil's IEP or IFSP and shall provide written progress to parents and the LEA in accordance with applicable law.

4.4.5 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.

SECTION 5: NONPUBLIC CERTIFICATION

CONTRACTOR is required to obtain and keep current any and all certifications required to provide such special education and related services to pupils as are required by the ISA of each pupil CONTRACTOR enrolls per this Master Contract. 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. However, such nullification shall not affect LEA's obligations to pay for services provided by CONTRACTOR while validly certified. Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto.

SECTION 6: PERSONNEL

6.1 REQUIRED CREDENTIALS, LICENSE AND/OR OTHER QUALIFICATIONS

CONTRACTOR shall assign only appropriately qualified personnel to provide contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement, including appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations. All non-credentialed teachers and non-licensed service providers shall be required to obtain a waiver. 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.

San Diego County Nonpublic Master Contract Main Document

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6.2 VERIFICATION OF CREDENTIALS

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

6.3 TRAINING

CONTRACTOR shall be responsible for all training necessary to provide appropriate services per IEP/IFSP, including training in implementing Behavior Intervention Plan(s) as applicable.

6.4 STAFF TO PUPIL RATIOS

Staff to pupil ratios for any given pupil shall be as specified in the pupil's ISA.

6.5 FINGERPRINTING AND TUBERCULOSIS TESTING

CONTRACTOR shall ensure that employee background checks and tuberculosis screenings are conducted in accordance with state and federal law and shall maintain a record of same. Upon Request by LEA, CONTRACTOR shall provide to LEA its verification documents provided to the CDE.

6.6 ACKNOWLEDGMENT OF MANDATED REPORTER OBLIGATIONS

CONTRACTOR shall provide such training as is required under California law regarding child abuse reporting and shall maintain signed statements from all personnel acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

SECTION 7: COMPENSATION

CONTRACTOR shall be paid in accordance with the terms set forth in Appendix A, B and/or C, as applicable.

SECTION 8: BILLING AND PAYMENT

8.1 INVOICES

CONTRACTOR shall submit invoices monthly 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. Invoices should clearly reflect rates set forth in Appendix A, B &/or C, as applicable for services provided in accordance with the applicable ISA or interim written approval. Any related mental health services should be billed by the CONTRACTOR in a separate invoice.

8.2 LATE INVOICES

If LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, unless LEA has agreed to an extension of time for

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CONTRACTOR to submit the invoice. An invoice shall be deemed received on the confirmed date of receipt by LEA.

8.3 PAYMENT

LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice. Payment shall reference the invoice number or date and shall be in the amount of the invoice unless LEA has issued a Notice of Withholding pursuant to Section 8.5. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the Individual Services Agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements.

8.4 LATE PAYMENT

If the payment by LEA is not postmarked within forty-five (45) days of the receipt of the invoice, LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid. Such interest shall be calculated beginning day forty-six (46) from receipt of the invoice in accordance with standard accounting procedures.

8.5 RIGHT TO WITHHOLD

LEA shall be entitled to withhold payment to CONTRACTOR, only if LEA notifies CONTRACTOR within 10 days of receipt of CONTRACTOR'S invoice, that LEA has reliable evidence, which shall be described in writing to Contractor in the notice of withholding of any of the following:

8.5.1 Service is provided to one or more pupils by personnel who are not appropriately credentialed/licensed;

8.5.2 Records required by LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR'S educational program have not been received;

8.5.3 CONTRACTOR confirms a pupil's change of residence to another district and fails to notify LEA within five (5) days thereof;

8.5.4 CONTRACTOR fails to notify LEA within five (5) days after the 10th consecutive school day of a pupil's absence.

Nothing in this Section waives the LEA's right to later seek reimbursement for CONTRACTOR's actual failure to comply with the requirements outlined in subsections 8.5.1; 8.5.2; 8.5.3; or 8.5.4 of this section, provided however, that LEA may not seek any such reimbursement after 90 days from the end of the operative Master Contract term.

8.6 CALCULATION OF WITHHOLDING

If the basis for withholding is subsection 8.5.1 of this section, the amount withheld by LEA shall be limited to payment for services provided by the relevant personnel. If the basis of the withholding is 8.5.2 to 8.5.4 of this section, LEA shall withhold a proportionate amount for services provided to that pupil.

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8.7 OPPORTUNITY TO CURE

CONTRACTOR shall have ten business days from receipt of LEA's notice of withholding to take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding. Upon request and a showing of good cause, LEA shall extend that time by an additional ten (10) business days. Upon verification of remediation of identified deficiencies and receipt of rebilling, LEA shall pay the resubmitted invoice in accordance with section 8.3, above. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within forty-five (45) calendar days of the notice of withholding, the withheld amount shall be forfeited.

8.8 SERVICES PROVIDED FOLLOWING EXPIRATION OF THE MASTER CONTRACT

In the event that a successor Master Contract is not agreed upon prior to the expiration of this Master Contract, and CONTRACTOR continues to provide services to LEA'S pupils, LEA shall make payment to CONTRACTOR in accordance with the rates set forth in Appendix A, B or C, as applicable, pending the agreement on a successor Master Contract.

8.9 MEDI-CAL REIMBURSEMENT

CONTRACTOR shall provide to LEA, upon request, documentation of all services which may be reimbursable by Medi-Cal. LEA shall have the sole right to submit claims for reimbursement to Medi-Cal, including through the LEA Billing Option Program.

SECTION 9: RECORDKEEPING AND REPORTING

9.1 ACCESS TO PUPIL RECORDS

CONTRACTOR shall provide LEA and/or parent upon request, copies of all requested records pertaining to any pupil assigned by LEA to Contractor within the time required by law for the provision of such pupil records. Notwithstanding this provision, LEA shall remain the custodian of the pupil's records pursuant to Education Code Section 49062.

9.2 PUPIL DATA REPORTING

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

9.3 PUPIL INJURY REPORTING

CONTRACTOR shall prepare a written report and provide such report to the LEA case manager no later than the end of the following day when a pupil suffers an injury requiring medical attention.

9.4 ANNUAL REPORTING

CONTRACTOR shall provide copies of all pupil records on an annual basis including, but not limited to, current transcripts, IEP/IFSPs and results of performance testing and all information required for compliance with federal and state data reporting requirements. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

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9.5 TRANSFER OF PUPIL RECORDS UPON SCHOOL CLOSURE OR DISENROLLMENT

Upon school closure or disenrollment of a pupil CONTRACTOR shall immediately transfer to LEA all "pupil records" under state or federal law. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

9.6 CONTRACTOR REPORTING

CONTRACTOR shall be responsible for all reporting required by state or federal law including, but not limited to, child abuse reporting, reporting of missing pupils, pupil injury reporting, and shall retain all records pertaining to training and acknowledgment of duties pertaining to required reporting.

9.7 FISCAL RECORDS

CONTRACTOR agrees to maintain operations in a manner consistent with law, regulations, safety, and good practice and shall maintain records in sufficient detail to verify its billed services to LEA. CONTRACTOR shall provide access to, or forward copies of, documents relating to services provided under this Master Contract to LEA within twenty (20) days upon reasonable request, except as otherwise required by law. 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; Such records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit upon LEA request.

9.8 AUDIT EXCEPTIONS

CONTRACTOR shall be responsible to receive, reply to, and/or comply with any audit exceptions identified by appropriate LEA personnel, consultants or state or federal audit agencies occurring as a result of CONTRACTOR'S performance of this contract. Upon being notified of any financial penalties by or assessed against the LEA attributable to the CONTRACTOR for failure to properly perform any of its obligations under this contract, the CONTRACTOR shall pay LEA within thirty (30) days, unless contested by CONTRACTOR. After resolution of CONTRACTOR's contention, any remaining funds owed to the LEA shall be paid within thirty (30) days. Any, and all audit exceptions must be specified in detail before any demand from the LEA for any amount requested.

9.9 CONFIDENTIALITY OF RECORDS

CONTRACTOR shall be responsible for and required to protect the confidentiality of pupil records as required by law.

SECTION 10: MODIFICATIONS/AMENDMENTS

This Master Contract and any ISA agreed to hereunder may not be amended without the prior written consent of both parties.

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SECTION 11: TERMINATION

This Master Contract and/or any ISA may be terminated as follows:

11.1 Upon the mutual agreement of the parties.

11.2 For cause by either party, upon twenty (20) days written notice to the other party, or earlier by mutual agreement. Cause for termination shall include, but not be limited to:

11.2.1 The expiration revocation, rescission, or cancellation of any certification required for CONTRACTOR to provide special education and/or related services as may be required by the ISA of each pupil enrolled by Contractor pursuant to this Master Contract.

11.2.2 The material breach of this Master Contract by either party, including but not limited to CONTRACTOR's failure to maintain required insurance.

11.2.3 For an ISA, the pupil requires services beyond the capacity of CONTRACTOR'S certification or level of staffing.

11.2.4 For an ISA, the pupil's continued presence materially and adversely affects the provision of services to other pupils.

11.2.5 For an ISA, the pupil presents a safety risk to other pupils or staff.

11.2.6 For an ISA, the acts or omissions of the pupil's parent, guardian or advocate materially interfere with CONTRACTOR in the IEP formulation or delivery of services to the pupil or other pupils.

11.2.7 Any ISA agreed to pursuant to this Master Contract shall be terminated upon termination of this Master Contract.

11.3 Cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the pupil to a public school program.

11.4 Termination of the Master Contract or ISA shall not affect LEA's payment obligations under Section 8, for services rendered prior to termination.

11.5 In the event CONTRACTOR believes that a pupil involved in a pending ISA termination presents a risk of substantial disruption or harm to others or the pupil, the parties shall confer on an immediate basis to determine alternate means of safely delivering services during the notice period.

SECTION 12: RENEWAL

This Master Contract may be renewed upon the written agreement of the Parties. In the event that a pupil is enrolled with the CONTRACTOR during the term of this Master Contract and said pupil continues to receive special education and/or related services from CONTRACTOR after expiration of this Master Contract and a new master contract has not yet been executed, the terms of this Master Contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR until the successor Master Contract is executed. LEA's payment obligation under Section 8 shall apply to all services provided by CONTRACTOR under this section. This provision is solely for the purpose of avoiding interruption of services during extended contract negotiations. However, nothing in this provision shall obligate CONTRACTOR to provide

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services after the expiration of this Master Contract. If CONTRACTOR intends not to renew the Master Contract, CONTRACTOR shall provide LEA at least 30 days written notice of such intent. If the renewal Master Contract includes a rate increase, the rates shall be retroactive to the start of the Master Contract term, unless the parties agree otherwise.

SECTION 13: COMPLIANCE WITH LAW

During the term of this contract, CONTRACTOR and LEA shall comply with all applicable federal, state and local laws and regulations relating to the provision of services under this Master Contract and any associated ISAs.

SECTION 14: NON-DISCRIMINATION STATEMENT

CONTRACTOR and LEA do not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation with regard to employment, contracting and the provision of services. CONTRACTOR and LEA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 15: INDEPENDENT CONTRACTOR STATUS

This Master 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.

SECTION 16: STANDARD OF PERFORMANCE

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards of each services provider's licensure or certification in the State of California, or as applicable, under the standards prescribed by the California Department of Education.

SECTION 17: SUBCONTRACT AND ASSIGNMENT

CONTRACTOR may not subcontract or assign its obligation under this Master Contract or related ISA without the express written consent of LEA. However, CONTRACTOR may subcontract out transportation services. CONTRACTOR may subcontract individual service providers on a temporary basis in the case of staffing absences or staff shortages without written consent, however if such temporary staffing persists longer than one-month, then written consent of LEA is required. Any other subcontract or assignment shall require written consent of the LEA, and such approval shall not be unreasonably withheld.

SECTION 18: INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless LEA and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from CONTRACTOR'S wrongful acts, omissions, or negligent performance under this Master Contract.

LEA shall indemnify and hold harmless CONTRACTOR and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities

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(collectively "liabilities"), to the extent such liabilities arise from LEA'S wrongful acts, omissions, or negligent performance under this Master Contract.

The terms of this section shall survive termination of this Master Contract.

SECTION 19: INSURANCE

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall procure and maintain in effect for the term of this Master Contract a policy or policies of insurance and coverage limits as follow.

General Liability \$1,000,000/3,000,000

Professional Liability \$1,000,000/2,000,000

Auto liability owned and non-owned
vehicles

\$1,000,000/3,000,000

(This provision is applicable only if CONTRACTOR provides transportation services)

Workers Compensation (per statute)

The parties agree that the above-listed coverage limits are expected to be sufficient to insure the indemnity and defense obligation undertaken by CONTRACTOR pursuant to Section 18, above, and shall be endorsed to name LEA as an additional insured. Said additional insured endorsement must specify that any coverage which may otherwise be available to LEA is primary and non-contributory

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.

Not later than the effective date of this Master Contract, the CONTRACTOR shall provide the LEA with a satisfactory certificate or evidence of insurance for all coverage required under this Master Contract. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to LEA at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Independently from the insurer's obligation to provide notice to the LEA, the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer.

SECTION 20: ENTIRE AGREEMENT

This Master Contract constitutes the entire agreement between the parties. There are no understandings, agreement, or representations not specified in this Master Contract.

SECTION 21: 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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SECTION 22: 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.

SECTION 23: ELECTRONIC SIGNATURES

CONTRACTOR and LEA consent to conducting transactions for this Master Contract via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by LEA.

23.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), CONTRACTOR and LEA agree to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent a handwritten signature. CONTRACTOR and LEA further agree that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to this Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. CONTRACTOR and LEA agree that the transactions conducted electronically relating to this Agreement shall be binding upon each of them.

23.2 CONTRACTOR and LEA agree that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Each party understands that the other may suspend or terminate the use of electronic signatures in its reasonable discretion (but such action shall not affect previous electronically signed documents).

23.3 CONTRACTOR and LEA will use the electronic signature to establish identity and sign electronic documents and forms relating to the Master Contract and Amendments. CONTRACTOR and LEA are solely responsible for protecting the electronic signature. If either party suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then the discovering party will immediately notify the other party and request that the electronic signature be revoked. CONTRACTOR and LEA will then immediately cease all use of the electronic signature. CONTRACTOR and LEA agree to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

SECTION 24: NOTICES

Notices provided for by this Master Contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered via certified, registered, or return receipt requested mail, postage prepaid, email or 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 all notices shall be the date of the postmark, email or 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, after which all future notices shall be addressed to that individual. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, notification may be given to the individual executing this Master Contract, or the individual with whom the notifying party normally communicates on related matters for the other party. If the individual designated below is no longer employed by the party, or is no longer in the designated position, notification may be made to the person currently in the position (whether in a permanent or interim capacity).

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Notices to the LEA:

Danielle Clark, Director of Special Education
Name/Title

Lakeside Union School District
Local Education Agency

12335 Woodside Ave,
Address

<u>Lakeside</u>	<u>CA</u>	<u>92040</u>
City	State	Zip

(619) 390-2620
Phone

(619) 390-2597
Facsimile

clark.d@lsusd.net
Email Address

Notices to the CONTRACTOR:

Matthew Howarth
Name/Title

Verbal Behavior Associates
Nonpublic

14251 Danielson St.
Address

<u>Poway</u>	<u>CA</u>	<u>92064</u>
City	State	Zip

(858) 699-7579
Phone

()
Facsimile

matt@vbasandiego.com
Email Address

SECTION 25: 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 of this Master 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) through third party mediation before a mutually agreed upon mediator, or 3) by civil court action.

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SECTION 26: SIGNATURES

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

This Master Contract is effective on July 1, 2022 and terminates at 5:00 p.m. on June 30, 2023 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic ☐ School ☒ Agency

Matthew Howarth

Matthew Howarth (Sep 22, 2022 13:36 PDT)

Authorized Representative Signature

DATE: Sep 22, 2022

Matthew Howarth, CEO

(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Lisa Davis, Assistant Superintendent

(Type) Name and Title

LEA Board Approval

DATE: _____

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Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
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NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

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

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

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

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

1.3 CALENDAR

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

1.4 PARENT VISITS/COMMUNICATION

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
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1.5 OWNERSHIP

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

1.6 STAFF ABSENCES

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

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil'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 24 (Notices) of the Nonpublic Master Contract. 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 CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (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 pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

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

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

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SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: Verbal Behavior Associates

CONTRACTOR NPA ID NUMBER: 9900814

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

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u></u>	<u></u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Language and Speech (415)</u>	<u>\$86.86</u>	<u>hr.</u>
<u>Language and Speech (415) - Licensed SLP-A</u>	<u></u>	<u></u>
<u>Language and Speech (415) – Speech Therapy Aide</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services RN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u></u>	<u></u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u></u>	<u></u>
<u>Assistive Technology Services – Credentialed (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services - Classified (445)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450) – Certified OT Assistant</u>	<u></u>	<u></u>
<u>Physical Therapy (460)</u>	<u></u>	<u></u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

SECTION 5: APPROVALS

CONTRACTOR

Nonpublic Agency

Matthew Howarth

Matthew Howarth (Sep 22, 2022 13:37 PDT)

Authorized Representative Signature

DATE: Sep 22, 2022

Matthew Howarth, CEO

(Type) Name and Title

LEA

Local Educational Agency

Lisa Davis

Authorized Representative Signature

DATE: _____

Lisa Davis, Assistant Superintendent

(Type) Name and Title

LEA Board Approval

DATE: _____

East County SELPA Nonpublic Master Contract

CHECKLIST

This checklist is not part of the Master Contract Documents. It is intended only to assist the Local Education Agency (LEA) in the completion and approval of the Master Contract process.

Send to SELPA for review Date sent: 9/22/2022

NPS/A Name: Verbal Behavior Associates Master/App B: Agencies

(NOTE: SELPA review should be completed prior to Board Approval/Full Execution of Contract)

1. Verified NPS/A has agreed upon negotiated rates: ☒ Yes ☐ No (If no, see 3)
2. Rates in the Master Contract reflect the agreed upon rates: ☒ Yes ☐ No (If no, rates need to be corrected)
3. If the NPS/A does not have agreed upon rates:

Verify that the NPS/A is Certified by the CDE: ☐ Yes ☐ No (If no, do not use the Master Contract)

SELPA Review

Per the Master Contract Guidelines, the SELPA signature is no longer required on the Contract documents. However, SELPA reviews for content accuracy and completion/review of the rates only. Please submit this Checklist with the Master Contract Documents to the SELPA for final review, prior to LEA Board Approval/Full Execution of Contract.

Heather DiFede

SELPA Signature

9/26/2022

Date

LEA: Lakeside Union School District

Nonpublic: New Mediscan II, dba Cross Country Education

2022-2023 San Diego County Nonpublic Master Contract

LUSD
Contract #
V2023-072

Directions:

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

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

2022-2023

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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.*

LEA: Lakeside Union School District

Nonpublic: New Mediscan II, dba Cross Country Education

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Main Document**

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This contract ("Master Contract") is entered into by and between Lakeside Union School District ("LEA") and New Mediscan II, dba Cross Country Education ("CONTRACTOR") (collectively "Parties") pursuant to California Education Code section 56366 and California Code of Regulations section 5 CCR 3062 for the provision of special education and/or related services for 2022-2023 academic year.

SECTION 1: TERM

The term of this Master Contract shall be for the period of July 1, 2022, to June 30, 2023. The Parties agree to use their best efforts during the term of this Master Contract to negotiate a successor agreement prior to its expiration. If the Parties execute this contract after July 1, 2022, then the provisions of this Master Contract shall be retroactive to the beginning of the Master Contract Term (July 1, 2022), to cover services provided by CONTRACTOR to LEA pupils, unless otherwise mutually agreed upon by both parties.

SECTION 2: CONTRACT DOCUMENTS

The documents that make up the Master Contract shall include this Main Document and Appendices A (Schools), B (Agencies), and C (Room and Board), as applicable.

SECTION 3: SERVICES PROVIDED TO PUPILS

3.1 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement ("ISA") for each pupil for whom the LEA requests and CONTRACTOR agrees to provide special education and/or related services. The LEA is responsible for completing each pupil's ISA. The ISA for each such pupil shall identify the services to be provided to the pupil pursuant to the pupil's Individualized Education Program ("IEP") or individualized Family Service Plan ("IFSP"), and the provider of each service identified therein. It is understood that this Master Contract does not commit the CONTRACTOR to provide special education and/or related services to any individual unless and until an Individual Services Agreement (ISA) is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit.

3.2 INTERIM WRITTEN APPROVAL

The LEA may provide interim written approval for CONTRACTOR to provide services to a pupil pending completion of an ISA and Master Contract. The interim written approval may be for a maximum period of one hundred and eighty (180) days, beginning with the anticipated pupil start date. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this one hundred and eighty (180) day period, the LEA or the CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, until such time as there is a change in placement or subsequent execution of an Individual Services Agreement and Master Contract.

3.3 SERVICES TO BE PROVIDED UNDER ISA OR INTERIM WRITTEN APPROVAL

The ISA and any interim written approval shall require Contractor to provide all special education and related services to pupil specified IEP or IFSP, as applicable, for the time specified in the IEP or IFSP unless otherwise specified therein. Changes to a pupil's educational program, including instruction, services, or instructional setting provided under this Master Contract and the ISA for that pupil, may only be made on the basis of revisions to the pupil's IEP or IFSP. In no case may Contractor expel or exit a pupil placed with Contractor except as provided under Section 11 of this Master Contract.

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3.4 MODIFICATIONS TO IEP/IFSP

3.4.1 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, in which case the LEA shall convene an IEP meeting within 30 days of said notice.

3.4.2 In the event CONTRACTOR believes a pupil requires something other than what is specified in the ISA, Contractor shall immediately notify the LEA.

3.4.3 CONTRACTOR, including the pupil's then-present teacher, shall participate in all IEP/ISFP meetings for such time as the ISA remains in force and effect. If LEA or CONTRACTOR will be recommending significant changes to the pupil's program, placement or services, the LEA's assigned Case Manager and CONTRACTOR'S representatives shall discuss such recommendations prior to the IEP/IFSP meeting.

3.4.4 Any changes to the pupil's IEP or IFSP shall be incorporated into the ISA for that pupil via written amendment.

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

3.5 ASSESSMENTS AND EVALUATIONS

If CONTRACTOR receives a parent request for evaluation or assessment of a pupil, CONTRACTOR shall advise the parent to submit the request in writing to the LEA. 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.

3.6 TRANSPORTATION

Transportation, where specified to be provided to a pupil in the ISA, may only be provided directly by the LEA or by a subcontractor engaged by CONTRACTOR for such purpose. Where the ISA specifies transportation is to be provided by CONTRACTOR, CONTRACTOR shall have in place a transportation safety plan that prescribes procedures to ensure safe transport of pupils including, adequate supervision during the transport and with staff trained in vehicle emergency procedures and passenger safety, as appropriate to the pupil needs.

In the event that the CONTRACTOR provides unscheduled transportation for pupils to or from school (due to health, behavior, other emergencies, or as otherwise agreed to by the CONTRACTOR and LEA), the transportation rate for such unscheduled transportation services will be at rates to be agreed upon by LEA and the CONTRACTOR.

3.7 BEHAVIORAL INTERVENTION

CONTRACTOR shall comply with all laws applicable to serving pupils with behavioral needs, including but not limited to, laws governing the use of emergency interventions, required reporting, referral, assessment, and modification of the applicable behavioral intervention plan, IEP and/or IFSP, as applicable.

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3.8 PUPIL DISCIPLINE

3.8.1 CONTRACTOR shall maintain and abide by a written policy for pupil discipline that is consistent with state and federal law.

3.8.2 CONTRACTOR shall provide pupils who exhibit serious behavioral challenges timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

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

3.8.4 CONTRACTOR shall immediately submit a written discipline report to the LEA if CONTRACTOR seeks to remove a pupil from his/her current educational placement for disciplinary reasons. The written discipline report shall include, but not be limited to: the pupil's name; the time, date, and description of the misconduct; the disciplinary action taken by the CONTRACTOR; and the rationale for such disciplinary action. Upon receipt, LEA will schedule an IEP meeting and/or manifestation determination review.

3.9 QUARANTINE OF PUPILS

Where a pupil is required to quarantine due to a Public Health Order, or applicable federal, state or local public health guidance, CONTRACTOR will notify the LEA immediately of the pupil's quarantine (as used in this Master Contract, "immediately" shall mean within one business day of CONTRACTOR'S actual knowledge.). So long as the CDE or other regulatory body institutes or provides remote learning or independent study guidance which allows for LEA to obtain ADA funding applicable during such quarantine, CONTRACTOR shall provide services accordingly. In such instances where CONTRACTOR is continuing to deliver such services during quarantine which complies with any remote learning or independent study funding requirements, and provides the services outlined in the pupil's IEP, the pupil will not be deemed absent under the terms of the Master Contract and payment for services will not be withheld by the LEA.

SECTION 4: LEA OVERSIGHT

4.1 INITIAL VISIT PRIOR TO PLACEMENT

If the LEA does not already have a pupil placed at CONTRACTOR'S nonpublic school, the LEA shall be entitled to schedule and conduct, at a minimum, one onsite visit to CONTRACTOR'S nonpublic school prior to placement of any pupil at said school.

4.2 ANNUAL VISIT

The LEA shall be entitled to schedule and conduct, at a minimum, one onsite monitoring visit each year during which the LEA has a pupil attending CONTRACTOR'S nonpublic school. The monitoring visit shall include, but shall not be limited to, a review of services provided to the pupil through the ISA, a review of the progress the pupil is making towards the goals set forth in the pupil's IEP, a review of the progress the pupil is making towards the goals set forth in the pupil's behavioral intervention program, if any, an observation of the pupil during instruction and a walkthrough of the facility, and CONTRACTOR'S compliance with the state and federal related special education mandates.

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4.3 UNANNOUNCED VISITS

LEA, SELPA and/or their designee(s) shall be entitled to make unannounced visits.

4.4 EVALUATION OF PUPIL PROGRESS

LEA will conduct evaluation of pupil progress in accordance with applicable law, as follows:

4.4.1 Evaluate the educational progress of each pupil placed in a nonpublic, nonsectarian school, including all state assessment results pursuant to the requirements of Section 52052.

4.4.2 Consider whether or not the needs of the pupil continue to be best met at the nonpublic, nonsectarian school and whether changes to the individualized education program of the pupil are necessary, including whether the pupil may be transitioned to a public school setting. This consideration shall be made at the meeting required by subdivision (d) of Section 56343 of the California Education Code.

4.4.3 Ensure the nonpublic, nonsectarian school or agency provides all services in each IEP unless the ISA for that pupil provides otherwise.

4.4.4 CONTRACTOR shall have written procedures in place for measuring pupil's progress on goals identified in the pupil's IEP or IFSP and shall provide written progress to parents and the LEA in accordance with applicable law.

4.4.5 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.

SECTION 5: NONPUBLIC CERTIFICATION

CONTRACTOR is required to obtain and keep current any and all certifications required to provide such special education and related services to pupils as are required by the ISA of each pupil CONTRACTOR enrolls per this Master Contract. 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. However, such nullification shall not affect LEA's obligations to pay for services provided by CONTRACTOR while validly certified. Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto.

SECTION 6: PERSONNEL

6.1 REQUIRED CREDENTIALS, LICENSE AND/OR OTHER QUALIFICATIONS

CONTRACTOR shall assign only appropriately qualified personnel to provide contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement, including appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations. All non-credentialed teachers and non-licensed service providers shall be required to obtain a waiver. 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.

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6.2 VERIFICATION OF CREDENTIALS

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

6.3 TRAINING

CONTRACTOR shall be responsible for all training necessary to provide appropriate services per IEP/IFSP, including training in implementing Behavior Intervention Plan(s) as applicable.

6.4 STAFF TO PUPIL RATIOS

Staff to pupil ratios for any given pupil shall be as specified in the pupil's ISA.

6.5 FINGERPRINTING AND TUBERCULOSIS TESTING

CONTRACTOR shall ensure that employee background checks and tuberculosis screenings are conducted in accordance with state and federal law and shall maintain a record of same. Upon Request by LEA, CONTRACTOR shall provide to LEA its verification documents provided to the CDE.

6.6 ACKNOWLEDGMENT OF MANDATED REPORTER OBLIGATIONS

CONTRACTOR shall provide such training as is required under California law regarding child abuse reporting and shall maintain signed statements from all personnel acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse.

SECTION 7: COMPENSATION

CONTRACTOR shall be paid in accordance with the terms set forth in Appendix A, B and/or C, as applicable.

SECTION 8: BILLING AND PAYMENT

8.1 INVOICES

CONTRACTOR shall submit invoices monthly 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. Invoices should clearly reflect rates set forth in Appendix A, B &/or C, as applicable for services provided in accordance with the applicable ISA or interim written approval. Any related mental health services should be billed by the CONTRACTOR in a separate invoice.

8.2 LATE INVOICES

If LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, unless LEA has agreed to an extension of time for

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CONTRACTOR to submit the invoice. An invoice shall be deemed received on the confirmed date of receipt by LEA.

8.3 PAYMENT

LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice. Payment shall reference the invoice number or date and shall be in the amount of the invoice unless LEA has issued a Notice of Withholding pursuant to Section 8.5. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the Individual Services Agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay the CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements.

8.4 LATE PAYMENT

If the payment by LEA is not postmarked within forty-five (45) days of the receipt of the invoice, LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid. Such interest shall be calculated beginning day forty-six (46) from receipt of the invoice in accordance with standard accounting procedures.

8.5 RIGHT TO WITHHOLD

LEA shall be entitled to withhold payment to CONTRACTOR, only if LEA notifies CONTRACTOR within 10 days of receipt of CONTRACTOR'S invoice, that LEA has reliable evidence, which shall be described in writing to Contractor in the notice of withholding of any of the following:

8.5.1 Service is provided to one or more pupils by personnel who are not appropriately credentialed/licensed;

8.5.2 Records required by LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in the CONTRACTOR'S educational program have not been received;

8.5.3 CONTRACTOR confirms a pupil's change of residence to another district and fails to notify LEA within five (5) days thereof;

8.5.4 CONTRACTOR fails to notify LEA within five (5) days after the 10th consecutive school day of a pupil's absence.

Nothing in this Section waives the LEA's right to later seek reimbursement for CONTRACTOR's actual failure to comply with the requirements outlined in subsections 8.5.1; 8.5.2; 8.5.3; or 8.5.4 of this section, provided however, that LEA may not seek any such reimbursement after 90 days from the end of the operative Master Contract term.

8.6 CALCULATION OF WITHHOLDING

If the basis for withholding is subsection 8.5.1 of this section, the amount withheld by LEA shall be limited to payment for services provided by the relevant personnel. If the basis of the withholding is 8.5.2 to 8.5.4 of this section, LEA shall withhold a proportionate amount for services provided to that pupil.

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8.7 OPPORTUNITY TO CURE

CONTRACTOR shall have ten business days from receipt of LEA's notice of withholding to take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding. Upon request and a showing of good cause, LEA shall extend that time by an additional ten (10) business days. Upon verification of remediation of identified deficiencies and receipt of rebilling, LEA shall pay the resubmitted invoice in accordance with section 8.3, above. If the CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within forty-five (45) calendar days of the notice of withholding, the withheld amount shall be forfeited.

8.8 SERVICES PROVIDED FOLLOWING EXPIRATION OF THE MASTER CONTRACT

In the event that a successor Master Contract is not agreed upon prior to the expiration of this Master Contract, and CONTRACTOR continues to provide services to LEA'S pupils, LEA shall make payment to CONTRACTOR in accordance with the rates set forth in Appendix A, B or C, as applicable, pending the agreement on a successor Master Contract.

8.9 MEDI-CAL REIMBURSEMENT

CONTRACTOR shall provide to LEA, upon request, documentation of all services which may be reimbursable by Medi-Cal. LEA shall have the sole right to submit claims for reimbursement to Medi-Cal, including through the LEA Billing Option Program.

SECTION 9: RECORDKEEPING AND REPORTING

9.1 ACCESS TO PUPIL RECORDS

CONTRACTOR shall provide LEA and/or parent upon request, copies of all requested records pertaining to any pupil assigned by LEA to Contractor within the time required by law for the provision of such pupil records. Notwithstanding this provision, LEA shall remain the custodian of the pupil's records pursuant to Education Code Section 49062.

9.2 PUPIL DATA REPORTING

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

9.3 PUPIL INJURY REPORTING

CONTRACTOR shall prepare a written report and provide such report to the LEA case manager no later than the end of the following day when a pupil suffers an injury requiring medical attention.

9.4 ANNUAL REPORTING

CONTRACTOR shall provide copies of all pupil records on an annual basis including, but not limited to, current transcripts, IEP/IFSPs and results of performance testing and all information required for compliance with federal and state data reporting requirements. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

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9.5 TRANSFER OF PUPIL RECORDS UPON SCHOOL CLOSURE OR DISENROLLMENT

Upon school closure or disenrollment of a pupil CONTRACTOR shall immediately transfer to LEA all "pupil records" under state or federal law. Upon specific request by LEA in the event of an investigation or litigation involving a pupil, CONTRACTOR shall provide any other accessible documents pertaining to the pupil, whether or not considered a "pupil record" under state or federal law.

9.6 CONTRACTOR REPORTING

CONTRACTOR shall be responsible for all reporting required by state or federal law including, but not limited to, child abuse reporting, reporting of missing pupils, pupil injury reporting, and shall retain all records pertaining to training and acknowledgment of duties pertaining to required reporting.

9.7 FISCAL RECORDS

CONTRACTOR agrees to maintain operations in a manner consistent with law, regulations, safety, and good practice and shall maintain records in sufficient detail to verify its billed services to LEA. CONTRACTOR shall provide access to, or forward copies of, documents relating to services provided under this Master Contract to LEA within twenty (20) days upon reasonable request, except as otherwise required by law. 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; Such records shall be maintained by CONTRACTOR for five (5) years and shall be available for audit upon LEA request.

9.8 AUDIT EXCEPTIONS

CONTRACTOR shall be responsible to receive, reply to, and/or comply with any audit exceptions identified by appropriate LEA personnel, consultants or state or federal audit agencies occurring as a result of CONTRACTOR'S performance of this contract. Upon being notified of any financial penalties by or assessed against the LEA attributable to the CONTRACTOR for failure to properly perform any of its obligations under this contract, the CONTRACTOR shall pay LEA within thirty (30) days, unless contested by CONTRACTOR. After resolution of CONTRACTOR's contention, any remaining funds owed to the LEA shall be paid within thirty (30) days. Any, and all audit exceptions must be specified in detail before any demand from the LEA for any amount requested.

9.9 CONFIDENTIALITY OF RECORDS

CONTRACTOR shall be responsible for and required to protect the confidentiality of pupil records as required by law.

SECTION 10: MODIFICATIONS/AMENDMENTS

This Master Contract and any ISA agreed to hereunder may not be amended without the prior written consent of both parties.

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SECTION 11: TERMINATION

This Master Contract and/or any ISA may be terminated as follows:

11.1 Upon the mutual agreement of the parties.

11.2 For cause by either party, upon twenty (20) days written notice to the other party, or earlier by mutual agreement. Cause for termination shall include, but not be limited to:

11.2.1 The expiration revocation, rescission, or cancellation of any certification required for CONTRACTOR to provide special education and/or related services as may be required by the ISA of each pupil enrolled by Contractor pursuant to this Master Contract.

11.2.2 The material breach of this Master Contract by either party, including but not limited to CONTRACTOR's failure to maintain required insurance.

11.2.3 For an ISA, the pupil requires services beyond the capacity of CONTRACTOR'S certification or level of staffing.

11.2.4 For an ISA, the pupil's continued presence materially and adversely affects the provision of services to other pupils.

11.2.5 For an ISA, the pupil presents a safety risk to other pupils or staff

11.2.6 For an ISA, the acts or omissions of the pupil's parent, guardian or advocate materially interfere with CONTRACTOR in the IEP formulation or delivery of services to the pupil or other pupils

11.2.7 Any ISA agreed to pursuant to this Master Contract shall be terminated upon termination of this Master Contract.

11.3 Cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the pupil to a public school program.

11.4 Termination of the Master Contract or ISA shall not affect LEA's payment obligations under Section 8, for services rendered prior to termination.

11.5 In the event CONTRACTOR believes that a pupil involved in a pending ISA termination presents a risk of substantial disruption or harm to others or the pupil, the parties shall confer on an immediate basis to determine alternate means of safely delivering services during the notice period.

SECTION 12: RENEWAL

This Master Contract may be renewed upon the written agreement of the Parties. In the event that a pupil is enrolled with the CONTRACTOR during the term of this Master Contract and said pupil continues to receive special education and/or related services from CONTRACTOR after expiration of this Master Contract and a new master contract has not yet been executed, the terms of this Master Contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by the CONTRACTOR until the successor Master Contract is executed. LEA's payment obligation under Section 8 shall apply to all services provided by CONTRACTOR under this section. This provision is solely for the purpose of avoiding interruption of services during extended contract negotiations. However, nothing in this provision shall obligate CONTRACTOR to provide

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services after the expiration of this Master Contract. If CONTRACTOR intends not to renew the Master Contract, CONTRACTOR shall provide LEA at least 30 days written notice of such intent. If the renewal Master Contract includes a rate increase, the rates shall be retroactive to the start of the Master Contract term, unless the parties agree otherwise.

SECTION 13: COMPLIANCE WITH LAW

During the term of this contract, CONTRACTOR and LEA shall comply with all applicable federal, state and local laws and regulations relating to the provision of services under this Master Contract and any associated ISAs.

SECTION 14: NON-DISCRIMINATION STATEMENT

CONTRACTOR and LEA do not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation with regard to employment, contracting and the provision of services. CONTRACTOR and LEA shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 15: INDEPENDENT CONTRACTOR STATUS

This Master 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.

SECTION 16: STANDARD OF PERFORMANCE

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards of each services provider's licensure or certification in the State of California, or as applicable, under the standards prescribed by the California Department of Education.

SECTION 17: SUBCONTRACT AND ASSIGNMENT

CONTRACTOR may not subcontract or assign its obligation under this Master Contract or related ISA without the express written consent of LEA. However, CONTRACTOR may subcontract out transportation services. CONTRACTOR may subcontract individual service providers on a temporary basis in the case of staffing absences or staff shortages without written consent, however if such temporary staffing persists longer than one-month, then written consent of LEA is required. Any other subcontract or assignment shall require written consent of the LEA, and such approval shall not be unreasonably withheld.

SECTION 18: INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless LEA and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities (collectively "liabilities"), to the extent such liabilities arise from CONTRACTOR'S wrongful acts, omissions, or negligent performance under this Master Contract.

LEA shall indemnify and hold harmless CONTRACTOR and its officers, employees, and agents (hereinafter "Indemnified Parties") from and against any and all costs, claims, demands, expenses or liabilities

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2022-2023

(collectively "liabilities"), to the extent such liabilities arise from LEA'S wrongful acts, omissions, or negligent performance under this Master Contract.

The terms of this section shall survive termination of this Master Contract.

SECTION 19: INSURANCE

During the entire term of this contract and any extension or modification thereof, CONTRACTOR shall procure and maintain in effect for the term of this Master Contract a policy or policies of insurance and coverage limits as follow.

General Liability	\$1,000,000/3,000,000
Professional Liability	\$1,000,000/2,000,000
Auto liability owned and non-owned vehicles	\$1,000,000/3,000,000
(This provision is applicable only if CONTRACTOR provides transportation services)	
Workers Compensation	(per statute)

The parties agree that the above-listed coverage limits are expected to be sufficient to insure the indemnity and defense obligation undertaken by CONTRACTOR pursuant to Section 18, above, and shall be endorsed to name LEA as an additional insured. Said additional insured endorsement must specify that any coverage which may otherwise be available to LEA is primary and non-contributory

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.

Not later than the effective date of this Master Contract, the CONTRACTOR shall provide the LEA with a satisfactory certificate or evidence of insurance for all coverage required under this Master Contract. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to LEA at least thirty (30) calendar days before cancellation or adverse material change, or ten (10) days for nonpayment of premium. Independently from the insurer's obligation to provide notice to the LEA, the CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one (1) business day after receiving such notice from the insurer.

SECTION 20: ENTIRE AGREEMENT

This Master Contract constitutes the entire agreement between the parties. There are no understandings, agreement, or representations not specified in this Master Contract.

SECTION 21: 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.

San Diego County Nonpublic Master Contract
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SECTION 22: 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.

SECTION 23: ELECTRONIC SIGNATURES

CONTRACTOR and LEA consent to conducting transactions for this Master Contract via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by LEA.

23.1 Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1-1633.17), CONTRACTOR and LEA agree to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent a handwritten signature. CONTRACTOR and LEA further agree that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to this Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. CONTRACTOR and LEA agree that the transactions conducted electronically relating to this Agreement shall be binding upon each of them.

23.2 CONTRACTOR and LEA agree that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Each party understands that the other may suspend or terminate the use of electronic signatures in its reasonable discretion (but such action shall not affect previous electronically signed documents).

23.3 CONTRACTOR and LEA will use the electronic signature to establish identity and sign electronic documents and forms relating to the Master Contract and Amendments. CONTRACTOR and LEA are solely responsible for protecting the electronic signature. If either party suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then the discovering party will immediately notify the other party and request that the electronic signature be revoked. CONTRACTOR and LEA will then immediately cease all use of the electronic signature. CONTRACTOR and LEA agree to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

SECTION 24: NOTICES

Notices provided for by this Master Contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered via certified, registered, or return receipt requested mail, postage prepaid, email or 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 all notices shall be the date of the postmark, email or 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, after which all future notices shall be addressed to that individual. If the LEA or the CONTRACTOR does not identify an individual to be notified in this section, notification may be given to the individual executing this Master Contract, or the individual with whom the notifying party normally communicates on related matters for the other party. If the individual designated below is no longer employed by the party, or is no longer in the designated position, notification may be made to the person currently in the position (whether in a permanent or interim capacity).

**San Diego County Nonpublic Master Contract
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2022-2023

Notices to the LEA:

Danielle Clark, Director of Special Education
Name/Title

Lakeside Union School District
Local Education Agency

12335 Woodside Ave.
Address

Lakeside CA 92040
City State Zip

(619) 390-2620
Phone

(619) 390-2597
Facsimile

dclark@lsusd.net
Email Address

Notices to the CONTRACTOR:

Jennifer Graham, Partnership Manager
Name/Title

New Mediscan II, dba Cross Country Education
Nonpublic

PO BOX 743425
Address

Los Angeles CA 90074-3425
City State Zip

(818) 737-7320
Phone

()
Facsimile

jgraham@crosscountry.com
Email Address

SECTION 25: 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 of this Master 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) through third party mediation before a mutually agreed upon mediator, or 3) by civil court action.

**San Diego County Nonpublic Master Contract
Main Document****2022-2023****SECTION 26: SIGNATURES**

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

This Master Contract is effective on July 1, 2022 and terminates at 5:00 p.m. on June 30, 2023 unless sooner terminated as provided herein.

CONTRACTORNonpublic ☐ School ☒ Agency

DocuSigned by:



9/26/2022

DATE: _____

Authorized Representative Signature

Mahal Spiegel, President

(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Lisa Davis, Assistant Superintendent

(Type) Name and Title

LEA Board Approval

DATE: _____

LEA: Lakeside Union School District

Nonpublic: New Mediscan II, dba Cross Country Education

2022-2023 Nonpublic Master Contract

Appendix B: Agencies

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
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NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

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

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

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

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

1.3 CALENDAR

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

1.4 PARENT VISITS/COMMUNICATION

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

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, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

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

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil'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 24 (Notices) of the Nonpublic Master Contract. 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 CONTRACTOR attempts to provide services for five (5) consecutive days or sessions and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (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 pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

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

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: New Mediscan II, dba Cross Country Education

CONTRACTOR NPA ID NUMBER: 9900850

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>\$23.40</u>	<u>hr</u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Language and Speech (415)</u>	<u>\$87.00</u>	<u>hr.</u>
<u>Language and Speech (415) - Licensed SLP-A</u>	<u>\$63.86</u>	<u>hr.</u>
<u>Language and Speech (415) – Speech Therapy Aide</u>	<u>\$23.41</u>	<u>hr.</u>
<u>Adapted Physical Education (425)</u>	<u>\$84.72</u>	<u>hr</u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u>\$45.77</u>	<u>hr.</u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u>\$57.56</u>	<u>hr.</u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u>\$69.18</u>	<u>hr</u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u>\$45.77</u>	<u>hr.</u>
<u>Health and Nursing: Other Services RN (436)</u>	<u>\$57.56</u>	<u>hr.</u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u>\$69.18</u>	<u>hr</u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u>\$29.97</u>	<u>hr.</u>
<u>Assistive Technology Services – Credentialed (445)</u>	<u>\$86.00</u>	<u>hr</u>
<u>Assistive Technology Services - Classified (445)</u>	<u></u>	<u></u>
<u>Occupational Therapy (450)</u>	<u>\$85.48</u>	<u>hr</u>
<u>Occupational Therapy (450) – Certified OT Assistant</u>	<u></u>	<u></u>
<u>Physical Therapy (460)</u>	<u></u>	<u></u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

Physical Therapy – Licensed PT Assistant (460)		hr
Individual Counseling (510)	\$84.72	hr
Counseling and Guidance (515)	\$84.72	hr
Parent Counseling (520)		
Social Work Services (525)	\$84.72	hr
Psychological Services (530)	\$87.30	hr
Behavior Intervention Services (535) – BI Design	\$84.72	hr.
Behavior Intervention Services (535) – BI Implementation	\$87.00	hr.
Behavior Intervention Services (535) – BII (AIDE)	\$23.40	hr
Behavior Intervention Services (535) – BII (RBT)	\$42.36	hr.
Behavior Intervention Services (535) – Supervision		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)	\$87.00	hr
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)	\$85.48	hr.
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
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)		

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Agency Linkages (referral and placement) (865)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other Services (900) - Music Therapy</u>	<u></u>	<u></u>
<u>Other Services (900) - Vision Therapy</u>	<u></u>	<u></u>
<u>Other Service (900)</u>	<u></u>	<u></u>
<u>Transportation – Emergency</u>	<u></u>	<u></u>
<u>Bus Passes</u>	<u></u>	<u></u>

NOTES:

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

SECTION 5: APPROVALS

CONTRACTOR

Nonpublic Agency

DocuSigned by:

Mihai Spiegel

DA93817091334CF...

Authorized Representative Signature

DATE: 9/26/2022

Mihai Spiegel, President
(Type) Name and Title

LEA

Local Educational Agency

Lisa Davis

Authorized Representative Signature

DATE: _____

Lisa Davis, Assistant Superintendent
(Type) Name and Title

LEA Board Approval

DATE: _____

East County SELPA Nonpublic Master Contract

CHECKLIST

This checklist is not part of the Master Contract Documents. It is intended only to assist the Local Education Agency (LEA) in the completion and approval of the Master Contract process.

Send to SELPA for review Date sent: 9/27/2022

NPS/A Name: New Mediscan II, dba Cross Country Education Master/App B: Agencies

(NOTE: SELPA review should be completed prior to Board Approval/Full Execution of Contract)

1. Verified NPS/A has agreed upon negotiated rates: ☒ Yes ☐ No *(If no, see 3)*
2. Rates in the Master Contract reflect the agreed upon rates: ☒ Yes ☐ No *(If no, rates need to be corrected)*
3. If the NPS/A does not have agreed upon rates:

Verify that the NPS/A is Certified by the CDE: ☐ Yes ☐ No *(If no, do not use the Master Contract)*

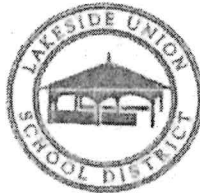
SELPA Review

Per the Master Contract Guidelines, the SELPA signature is no longer required on the Contract documents. However, SELPA reviews for content accuracy and completion/review of the rates only. Please submit this Checklist with the Master Contract Documents to the SELPA for final review, prior to LEA Board Approval/Full Execution of Contract.

Heather DiFede
SELPA Signature

9/27/2022

Date



LUSD
Contract #
T2023-001

Special Education Department
Parent/Guardian Student Transportation Agreement

This agreement entered into this ____1st____ day of __July____, 2022__, by and between the **LAKESIDE UNION SCHOOL DISTRICT**, hereinafter referred to as the **DISTRICT** and _____Jocelyn McCullough_____, hereinafter referred to as the **CONTRACTOR**," WITNESSETH:

1. The **CONTRACTOR** does hereby agree to transport the following **STUDENT(s)**: Trent McCullough, attending the Children's Workshop at 9524 Kearney Villa Rd. School on such days as the school is in session from/to and to/from their **RESIDENCE, LOCATED AT 13346 Marjay Dr.** Approximate miles covered *daily* from residence to school and school to residence: 86.
2. The **DISTRICT** agrees, in consideration of the service rendered by the **CONTRACTOR** under this agreement, to pay the **CONTRACTOR** the mileage rate as set by the IRS for mileage reimbursements.
 - a. Current IRS rate for 2022-23 is: .625. This rate may change every calendar year on or before January 1.
3. All amounts due to the **CONTRACTOR** under the terms of this agreement shall be paid within 30 business days upon receipt of an itemized mileage reimbursement form to be provided by the **DISTRICT** and completed by the **CONTRACTOR**. Payment will be limited to transportation provided on days that the student(s) actually attended Children's Workshop School, and the **DISTRICT** reserves the right to verify the student(s) attendance.
 - a. The **CONTRACTOR** shall submit a signed copy at each *month end* to the **District's Special Education Department**.
 - b. Once the Special Education Department has verified the daily attendance of the student to the dates on the mileage reimbursement form, the form will be signed by the administrator and forwarded to the Business Services Department for processing of payment.
4. The **CONTRACTOR** agrees, while performing the duties required by this Agreement, to comply with and observe all the provisions of the California Vehicle Code and all other applicable laws, and further agrees to comply with all rules and regulations established by the State Board of Education and/or the Department of Education of the State of California and by the **DISTRICT** relating to the safe transportation of students.

5. The **CONTRACTOR** further agrees that prior to the effective date of this Agreement, said **CONTRACTOR** will provide the **DISTRICT** with *proof of insurance* which shall be purchased from an insurance company authorized by law to transact business in the State of California. **CONTRACTOR** also agrees to provide the **DISTRICT** with evidence of a *current vehicle registration* and *valid driver's license* prior to the effective date of this Agreement.
6. It is expressly understood and agreed to by both parties hereto that the **CONTRACTOR**, while performing services under this agreement, is an **INDEPENDENT CONTRACTOR** and is not an officer, agent, or employee of the **DISTRICT**.
7. It is also expressly understood and agreed to by both parties hereto that upon the willful violation of any of the terms and conditions of this Agreement by either party herein, this Agreement shall terminate and shall be of no force and effect.
8. Service under this agreement shall begin on July 1, 2022 and terminate on June 14, 2022 ²⁰²³ unless terminated earlier as hereinbefore provided or by the mutual consent of the parties hereto.

Jocelyn McCullough
CONTRACTOR (PARENT/GUARDIAN)
WRITTEN NAME

LISA DAVIS
LAKESIDE UNION SCHOOL DISTRICT

[Signature]
CONTRACTOR (Parent/Guardian) Signature

[Signature]
Assistant Superintendent Signature



LUSD
Contract #
V2023-073

Staffing Confirmation Agreement

This Staffing Confirmation Agreement ("Agreement - Exhibit A") is entered into on September 28, 2022 by and between **TherapyTravelers** and Lakeside Union Elementary collectively referred to herein as "the Parties." **The Parties agree to the below:**

Therapist Name:	Richard Stravasnik, School Psychologist
Start Day & Date:	Friday, 10/07/2022
Time to Arrive:	7:30 AM
First Day Location:	12335 Woodside Ave. Lakeside
Report to Person:	Dr. Danielle Clark/Danielle Stein
School Assignment:	Itinerant
Weekly Work Schedule:	7:30 AM - 4:00 PM with 30 mins. unpaid lunch break (2 days per week)
Assignment Dates:	October 7, 2022 to June 14, 2023
Approved Time Off:	None Discussed
Guaranteed Hours:	16.00 hours guaranteed up to 20 hours max a week as needed due to unforeseen work. (Approved by Dr. Clark)
Cancellation Notice:	20 working days
Bill Rate:	\$95.00
Overtime/Holiday Rate:	\$142.50
Mileage Reimbursement:	Billed at current IRS mileage reimbursement rate for all work-related activities

All time over 40 hours in a workweek will be paid at time and one half (1.5) (CA – anything over 8 hours in a day will be paid at time and one half (1.5))

District Name and Address:	Lakeside Union Elementary 12335 WOODSIDE AVE., LAKESIDE, CA USA
District Telephone Number:	(619) 390-2600
District Department Director Name:	Danielle Clark
Estimated Caseload:	TBD
Timesheet Approver Email Address and Name:	Danielle Stein dstein@lsusd.net

Billing Info:

Billing Address:	12335 Woodside Avenue, Lakeside, CA, 92040
Billing Telephone Number:	619-390-2621/ 619-390-2600 ext. 2603
Billing Contact Info:	Jaimi Myers / Kim Motl
Billing Email Address:	jmyers@lsusd.net / kmotl@lsusd.net

Supervision/Materials/Equipment: Client will provide appropriate supervision, materials and equipment to therapist.



***Mileage Reimbursement:** billed and reimbursed at IRS rate. Applicable when Contractor commutes to more than 1 working location per day.

Cancellation of Services: A minimum 20 working day written notice must be given to TherapyTravelers directly for cancellation or early termination of contract.

Payment Terms: Payment is due in full within thirty (30) days of invoice. Failure to pay will result in Client being responsible for all collections costs, including, but not limited to, attorney's fees and costs.

All time over 40 hours in a workweek will be paid at time and one half (1.5) (CA – anything over 8 hours in a day will be paid at time and one half (1.5))

Conversion Terms: Client acknowledges the Therapist named herein is an employee of TherapyTravelers and that any hiring or employment scenario - permanent hire, interim, contract or otherwise - within 12 months of this placement, will be arranged through TherapyTravelers and client agrees to pay a conversion fee of 35% of the subject Therapist's annual salary as liquidated damages to TherapyTravelers within 30 days of being invoiced for the same. Contract conversion terms available upon request.

Client acknowledges and agrees that this Staffing Confirmation Agreement contains the specific terms of the individual contractor's assignment for services in accordance with the terms of the TherapyTravelers Staffing Services Agreement. If there is a conflict between the terms of this Staffing Confirmation Agreement and the TherapyTravelers Staffing Services Agreement, the terms of the TherapyTravelers Staffing Services Agreement shall prevail. Unless the Client provides written notice of any objection or correction needed within the earlier of (i) ten (10) business days upon receipt of this Staffing Confirmation Agreement from TherapyTravelers, or (ii) five (5) business days prior to the start of such assignment, this Exhibit A shall be deemed accepted by the Client and be deemed a binding agreement in all respects.

Client		TherapyTravelers	
Name: <i>Ken Davis</i>		Name: <i>Carol Cheney</i>	<small>DocuSign ID: 22D2D10C6B8842F</small>
Print:		Print: Carol Cheney	
Title:		Title: President	
Date:		Date: 9/28/2022 8:45:10 AM PDT	

Fund

Res.

Goal

Func.

Object

School

Op. Unit

LUSD

LAKESIDE UNION SCHOOL DISTRICT

Independent Contractor Agreement

Contract #

Contract No. I2023-016 PO No. _____

I2023-016

This agreement is hereby entered into between Lakeside Union School District, herein after referred to as "District," and

Albert Melaragno, M.D.

amelaragno65@gmail.com

Contractor Name

Email Address

9245 White Oak Ave.

Mailing Address

Northridge

CA

91325

219-56-5447

City

State

Zip Code

Taxpayer ID No.

Herein after referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice, and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services:** Medi-Cal Authorizations
2. **Term.** Contractor shall commence providing services under this Agreement on 9/26/2022, and will diligently perform as required and complete performance by 6/14/2023.
3. **Location:** (Please name site or department) Special Education.
4. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee **not to exceed** _____ and/or (\$ 175.00)/hr. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the Business Services office.
5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:

N/A

6. **Standard of Performance.** Contractor shall, in good and workmanlike manner, in accordance with the highest professional standards, and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances. Contractor shall, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities and all other means whatsoever, except as herein otherwise expressly specified to be furnished by District, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.
8. **Taxes.** Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
9. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other sources, except that submitted to Contractor by District as a basis for such services.
10. **Confidentiality and Use of Information.**
 - a.) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
 - b.) Contractor shall advise District of any and all materials used, or recommended for use by Contractor to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and, as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.
11. **Audit and Inspection of Records.** At any time during the normal business hours and as often as District may deem necessary during the term of this Agreement and for four (4) years from the date of final payment under this Agreement, Contractor shall make available to District for examination at District's place of

business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

12. **Works for Hire/Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property and cannot be used without District's express written permission. District shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

13. **Termination.**

Termination for Convenience: At any time and without need for cause, the District may terminate this Agreement by delivering written notice of termination to the Contractor. The Contractor shall be deemed to have received written notice either upon actual receipt or five days after the District mails the notice to the address of the Contractor specified in Section 24, whichever occurs first. The termination shall take effect immediately upon receipt of the written notice, unless the notice specifies a later date as the effective date of the termination. As of the effective date of the termination, the Contractor shall cease all work pursuant to this Agreement. The District and the Contractor expressly agree that, in the event of termination for convenience, the District will be required to compensate the Contractor only for services satisfactorily rendered prior to the effective date of termination.

Termination for Cause: At any time it believes it has sufficient cause the District may deliver written notice to the Contractor of the District's intent to terminate this Agreement for cause. The Contractor shall be deemed to have received the written notice either upon actual receipt or five days after the District mails the notice to the address of the Contractor specified in Section 24, whichever occurs first. The written notice shall set forth in reasonable detail the cause(s) underlying the District's intent to terminate this Agreement. Sufficient cause for termination shall include: (a) any material breach of this Agreement by the Contractor, including any failure by Contractor to reasonably perform its obligations pursuant to this Agreement; (b) any act by Contractor exposing the District to liability for, or resulting in District liability for, personal injury or property damage; (c) any act by Contractor exposing the District to liability for, or resulting in District liability for, fraudulent or other wrongful acts; and (d) if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency. This Agreement shall terminate fifteen days after receipt by the Contractor of the written notice, unless Contractor has corrected or eliminated the matters forming the cause(s) for termination and provided evidence thereof satisfactory to the District, or Contractor has made arrangements for the correction or elimination of such matters satisfactory to the District. In the event of such termination for cause, all work and services of the Contractor provided prior to the termination shall be the property of the District, and the District may complete the services required under this Agreement by any other means the District determines reasonable. The Contractor shall be liable for all damages incurred by the District as a result of the Contractor's breach of its obligations pursuant to this Agreement, acts exposing the District to liability, and/or acts resulting in District liability. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14. **Insurance, Indemnification and Hold Harmless.**

- a.) The Contractor shall, at his or her expense, carry adequate insurance to fully protect both the Contractor and the District from any and all claims of any nature for damage to property or for

personal injury including death, which may arise while the Contractor is traveling to or from a work-related location. Such insurance shall be subject to the District's review and approval prior to provisions of the Services described herein.

- b.) To the fullest extent permitted by law, the Contractor shall defend (with counsel reasonably approved by the District), indemnify and hold the District, its officials, officers, agents, employees and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of the Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Contractor's services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.
15. **Worker's Compensation Insurance.** Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Accordingly, Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend, indemnify and hold the District, its officials, officers, agents and employees harmless from such claim.
16. **Fingerprinting Requirements** The District anticipates that the Contractor:
- ☒ will not have contact with any students of the District
- ☐ will have limited contact with students and will be supervised by a District employee at all times.
- ☐ will have contact with students and must comply with the District's standard criminal background checks process pursuant to Education Code Section 45125.1. Contact Director of Human Resources for assistance if needed.
17. **California Labor Code Requirements.**
- a.) The Contractor certifies that it is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" or "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws, if applicable. Contractor shall defend,

indemnify and hold the District, its officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

- b.) If the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). The Contractor shall maintain registration for the duration of this Agreement and require the same of any subcontractors. The services performed under this Agreement may also be subject to compliance monitoring and enforcement by the DIR. It shall be the Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.
18. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
19. **Compliance with Applicable Laws.** The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
20. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
21. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor 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 actually being performed pursuant to this Agreement.
22. **Entire Agreement/Amendment.** This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
23. **Nondiscrimination in Employment.** Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
24. **Non-waiver.** The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
25. **Administrator of Agreement.** This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District:

Danielle Clark

For Contractor:

Albert Melaragno

26. **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: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
27. **Severability.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
28. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
29. **Warranty of Authority.** 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.

This Agreement is entered into this 26 day of September, 2022.

Lakeside Union School District

SCHOOL DISTRICT



Signature of Authorized Agent

Lisa Davis

Typed or Printed Name

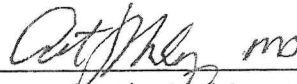
Assistant Superintendent

Title

Board Approval Date: _____

Albert Melaragno, M.D.

CONTRACTOR



Signature of Authorized Agent

Albert Melaragno, M.D.

Typed Name

219-56-5447

Social Security or Taxpayer I.D. No.

818-634-7814

(Area Code) Telephone Number

Fund	Res.	Goal	Func.	Object	School	Op. Unit
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LAKESIDE UNION SCHOOL DISTRICT

Independent Contractor Agreement

Contract No. I2023-017 PO No. _____

This agreement is hereby entered into between Lakeside Union School District, herein after referred to as "District," and

Mariana Mesnik

Contractor Name

3368 2nd Ave Suite C

Mailing Address

San Diego

CA

92103

92-0496453

City

State

Zip Code

Taxpayer ID No.

Herein after referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice, and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services:** Educationally Related Mental Health Services (ERMHS) assessments and attend IEP meetings to review results. Provide Individual Counseling Services
2. **Term.** Contractor shall commence providing services under this Agreement on 9-29-2022, and will diligently perform as required and complete performance by 6-30-2023.
3. **Location:** (Please name site or department) Special Education.
4. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee **not to exceed** \$34,000.00 and/or (\$ see rate sheet)/hr. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the Business Services office.
5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:

N/A

6. **Standard of Performance.** Contractor shall, in good and workmanlike manner, in accordance with the highest professional standards, and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances. Contractor shall, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities and all other means whatsoever, except as herein otherwise expressly specified to be furnished by District, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.
8. **Taxes.** Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
9. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other sources, except that submitted to Contractor by District as a basis for such services.
10. **Confidentiality and Use of Information.**
 - a.) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
 - b.) Contractor shall advise District of any and all materials used, or recommended for use by Contractor to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and, as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.
11. **Audit and Inspection of Records.** At any time during the normal business hours and as often as District may deem necessary during the term of this Agreement and for four (4) years from the date of final payment under this Agreement, Contractor shall make available to District for examination at District's place of

business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

12. **Works for Hire/Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property and cannot be used without District's express written permission. District shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

13. **Termination.**

Termination for Convenience: At any time and without need for cause, the District may terminate this Agreement by delivering written notice of termination to the Contractor. The Contractor shall be deemed to have received written notice either upon actual receipt or five days after the District mails the notice to the address of the Contractor specified in Section 24, whichever occurs first. The termination shall take effect immediately upon receipt of the written notice, unless the notice specifies a later date as the effective date of the termination. As of the effective date of the termination, the Contractor shall cease all work pursuant to this Agreement. The District and the Contractor expressly agree that, in the event of termination for convenience, the District will be required to compensate the Contractor only for services satisfactorily rendered prior to the effective date of termination.

Termination for Cause: At any time it believes it has sufficient cause the District may deliver written notice to the Contractor of the District's intent to terminate this Agreement for cause. The Contractor shall be deemed to have received the written notice either upon actual receipt or five days after the District mails the notice to the address of the Contractor specified in Section 24, whichever occurs first. The written notice shall set forth in reasonable detail the cause(s) underlying the District's intent to terminate this Agreement. Sufficient cause for termination shall include: (a) any material breach of this Agreement by the Contractor, including any failure by Contractor to reasonably perform its obligations pursuant to this Agreement; (b) any act by Contractor exposing the District to liability for, or resulting in District liability for, personal injury or property damage; (c) any act by Contractor exposing the District to liability for, or resulting in District liability for, fraudulent or other wrongful acts; and (d) if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency. This Agreement shall terminate fifteen days after receipt by the Contractor of the written notice, unless Contractor has corrected or eliminated the matters forming the cause(s) for termination and provided evidence thereof satisfactory to the District, or Contractor has made arrangements for the correction or elimination of such matters satisfactory to the District. In the event of such termination for cause, all work and services of the Contractor provided prior to the termination shall be the property of the District, and the District may complete the services required under this Agreement by any other means the District determines reasonable. The Contractor shall be liable for all damages incurred by the District as a result of the Contractor's breach of its obligations pursuant to this Agreement, acts exposing the District to liability, and/or acts resulting in District liability. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14. **Insurance, Indemnification and Hold Harmless.**

- a.) The Contractor shall, at his or her expense, carry adequate insurance to fully protect both the Contractor and the District from any and all claims of any nature for damage to property or for

personal injury including death, which may arise while the Contractor is traveling to or from a work-related location. Such insurance shall be subject to the District's review and approval prior to provisions of the Services described herein.

- b.) To the fullest extent permitted by law, the Contractor shall defend (with counsel reasonably approved by the District), indemnify and hold the District, its officials, officers, agents, employees and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of the Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Contractor's services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.

15. **Worker's Compensation Insurance.** Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Accordingly, Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend, indemnify and hold the District, its officials, officers, agents and employees harmless from such claim.

16. **Fingerprinting Requirements** The District anticipates that the Contractor:

- ☐ will not have contact with any students of the District
- ☐ will have limited contact with students and will be supervised by a District employee at all times.
- ☒ will have contact with students and must comply with the District's standard criminal background checks process pursuant to Education Code Section 45125.1. Contact Director of Human Resources for assistance if needed.

17. **California Labor Code Requirements.**

- a.) The Contractor certifies that it is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" or "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws, if applicable. Contractor shall defend,

indemnify and hold the District, its officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

- b.) If the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). The Contractor shall maintain registration for the duration of this Agreement and require the same of any subcontractors. The services performed under this Agreement may also be subject to compliance monitoring and enforcement by the DIR. It shall be the Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

- 18. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
- 19. **Compliance with Applicable Laws.** The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- 20. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
- 21. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor 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 actually being performed pursuant to this Agreement.
- 22. **Entire Agreement/Amendment.** This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
- 23. **Nondiscrimination in Employment.** Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
- 24. **Non-waiver.** The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 25. **Administrator of Agreement.** This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District:

Christine Sinatra

For Contractor:

Mariana Mesnik

26. **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: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
27. **Severability.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
28. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
29. **Warranty of Authority.** 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.

This Agreement is entered into this 29 day of September, 2022.

Lakeside Union School District

SCHOOL DISTRICT



Signature of Authorized Agent

Lisa Davis

Typed or Printed Name

Assistant Superintendent

Title

Board Approval Date: _____

Mariana Mesnik

CONTRACTOR



Signature of Authorized Agent

Mariana Mesnik

Typed Name

92-0496453

Social Security or Taxpayer I.D. No.

619-800-0282

(Area Code) Telephone Number

Fee Schedule

Assessment (Includes: Observations, Interviews, Records Review, Report, and IEP Meeting Attendance)	\$90 per hour
50-60 Minute Individual Session	\$115
30 Minute Individual Session	\$60
Court /Due Process Appearance	\$90 per hour, 1 hour minimum

Fund	Res.	Goal	Func.	Object	School	Op. Unit
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LAKE SIDE UNION SCHOOL DISTRICT**Independent Contractor Agreement**Contract No. I 2023-018 PO No. _____

This agreement is hereby entered into between Lakeside Union School District, herein after referred to as "District," and

Total Vision Care, LLC

lyna.dyson@totalvisionllc.com

Contractor Name

Email Address

11717 Bernardo Plaza Circle

Mailing Address

San DiegoCA9212883-0897935

City

State

Zip Code

Taxpayer ID No.

Herein after referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice, and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services:** Vision Therapy assessment and services
2. **Term.** Contractor shall commence providing services under this Agreement on September 27, 2022, and will diligently perform as required and complete performance by June 30, 2023.
3. **Location:** (Please name site or department) Special Education.
4. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee **not to exceed** See Rate Sheet and/or (\$-)/hr. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the Business Services office.
5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:

N/A

6. **Standard of Performance.** Contractor shall, in good and workmanlike manner, in accordance with the highest professional standards, and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances. Contractor shall, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities and all other means whatsoever, except as herein otherwise expressly specified to be furnished by District, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.
8. **Taxes.** Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
9. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other sources, except that submitted to Contractor by District as a basis for such services.
10. **Confidentiality and Use of Information.**
 - a.) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
 - b.) Contractor shall advise District of any and all materials used, or recommended for use by Contractor to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and, as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.
11. **Audit and Inspection of Records.** At any time during the normal business hours and as often as District may deem necessary during the term of this Agreement and for four (4) years from the date of final payment under this Agreement, Contractor shall make available to District for examination at District's place of

business specified above, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

12. **Works for Hire/Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall be works for hire and shall become the sole property and cannot be used without District's express written permission. District shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

13. **Termination.**

Termination for Convenience: At any time and without need for cause, the District may terminate this Agreement by delivering written notice of termination to the Contractor. The Contractor shall be deemed to have received written notice either upon actual receipt or five days after the District mails the notice to the address of the Contractor specified in Section 24, whichever occurs first. The termination shall take effect immediately upon receipt of the written notice, unless the notice specifies a later date as the effective date of the termination. As of the effective date of the termination, the Contractor shall cease all work pursuant to this Agreement. The District and the Contractor expressly agree that, in the event of termination for convenience, the District will be required to compensate the Contractor only for services satisfactorily rendered prior to the effective date of termination.

Termination for Cause: At any time it believes it has sufficient cause the District may deliver written notice to the Contractor of the District's intent to terminate this Agreement for cause. The Contractor shall be deemed to have received the written notice either upon actual receipt or five days after the District mails the notice to the address of the Contractor specified in Section 24, whichever occurs first. The written notice shall set forth in reasonable detail the cause(s) underlying the District's intent to terminate this Agreement. Sufficient cause for termination shall include: (a) any material breach of this Agreement by the Contractor, including any failure by Contractor to reasonably perform its obligations pursuant to this Agreement; (b) any act by Contractor exposing the District to liability for, or resulting in District liability for, personal injury or property damage; (c) any act by Contractor exposing the District to liability for, or resulting in District liability for, fraudulent or other wrongful acts; and (d) if Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency. This Agreement shall terminate fifteen days after receipt by the Contractor of the written notice, unless Contractor has corrected or eliminated the matters forming the cause(s) for termination and provided evidence thereof satisfactory to the District, or Contractor has made arrangements for the correction or elimination of such matters satisfactory to the District. In the event of such termination for cause, all work and services of the Contractor provided prior to the termination shall be the property of the District, and the District may complete the services required under this Agreement by any other means the District determines reasonable. The Contractor shall be liable for all damages incurred by the District as a result of the Contractor's breach of its obligations pursuant to this Agreement, acts exposing the District to liability, and/or acts resulting in District liability. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

14. **Insurance, Indemnification and Hold Harmless.**

- a.) The Contractor shall, at his or her expense, carry adequate insurance to fully protect both the Contractor and the District from any and all claims of any nature for damage to property or for

personal injury including death, which may arise while the Contractor is traveling to or from a work-related location. Such insurance shall be subject to the District's review and approval prior to provisions of the Services described herein.

- b.) To the fullest extent permitted by law, the Contractor shall defend (with counsel reasonably approved by the District), indemnify and hold the District, its officials, officers, agents, employees and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of the Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Contractor's services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.

15. **Worker's Compensation Insurance.** Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Accordingly, Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend, indemnify and hold the District, its officials, officers, agents and employees harmless from such claim.

16. **Fingerprinting Requirements** The District anticipates that the Contractor:

- ☐ will not have contact with any students of the District
- ☐ will have limited contact with students and will be supervised by a District employee at all times.
- ☒ will have contact with students and must comply with the District's standard criminal background checks process pursuant to Education Code Section 45125.1. Contact Director of Human Resources for assistance if needed.

17. **California Labor Code Requirements.**

- a.) The Contractor certifies that it is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" or "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws, if applicable. Contractor shall defend,

indemnify and hold the District, its officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

- b.) If the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). The Contractor shall maintain registration for the duration of this Agreement and require the same of any subcontractors. The services performed under this Agreement may also be subject to compliance monitoring and enforcement by the DIR. It shall be the Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

18. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
19. **Compliance with Applicable Laws.** The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
20. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
21. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor 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 actually being performed pursuant to this Agreement.
22. **Entire Agreement/Amendment.** This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
23. **Nondiscrimination in Employment.** Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
24. **Non-waiver.** The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
25. **Administrator of Agreement.** This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: Christine Sinatra
For Contractor: Lyna Dyson

26. **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: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
27. **Severability.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
28. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
29. **Warranty of Authority.** 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.

This Agreement is entered into this 15 day of October, 2021.

Lakeside Union
SCHOOL DISTRICT

Lyn Davis
Signature of Authorized Agent

Lyn Davis
Typed or Printed Name

Assistant Superintendent
Title

Board Approval Date: _____

Total Vision Care, LLC
CONTRACTOR

Gregory Hayes
Signature of Authorized Agent

Gregory Hayes
Typed Name

83-0897935
Social Security or Taxpayer I.D. No.

858-748-6210
(Area Code) Telephone Number

2022-2023 FEE SCHEDULE

Developmental Visual Assessment with report \$779.00 Vision

Therapy Session: \$190.00/session Vision

Therapy Materials Fee: \$30.00 (typically charged every 12 therapy sessions)

Vision Therapy Progress Evaluation with report: (typically performed after every 12 therapy sessions)

Approximately 1-2 hours \$330.00 IEP

Consultation: (Begins and ends with travel time) \$475.00/hour Consultation

extended Chart Review: \$125.00/30 minutes to Court Testimony: (Begins and ends with travel time)

\$1,000.00/hour

Fund	Res.	Goal	Func.	Object	School	Op. Unit
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LAKESIDE UNION SCHOOL DISTRICT

Independent Contractor Agreement

Contract No. I2023-019 PO No. _____

This agreement is hereby entered into between Lakeside Union School District, herein after referred to as "District," and

Total Vision PC

dinah.siatuu@totalvisionllc.com

Contractor Name

Email Address

27271 Los Ramblas Ste 210

Mailing Address

Mission Viejo

CA

92691

830897935

City

State

Zip Code

Taxpayer ID No.

Herein after referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice, and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services:** IEE- Vision Therapy Assessments and services
2. **Term.** Contractor shall commence providing services under this Agreement on 9/22/2022, and will diligently perform as required and complete performance by 6/14/2023.
3. **Location:** (Please name site or department) Special Education.
4. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee **not to exceed** \$1570.00 per assessment and/or (\$_____) /hr. Payments shall be made upon receipt and verification of Contractor's invoice for services delivered. Invoices shall not exceed one per month and should be submitted to the Business Services office.
5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:
N/A

6. **Standard of Performance.** Contractor shall, in good and workmanlike manner, in accordance with the highest professional standards, and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances. Contractor shall, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities and all other means whatsoever, except as herein otherwise expressly specified to be furnished by District, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
7. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.
8. **Taxes.** Contractor acknowledges and agrees that it is the sole responsibility of Contractor to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state, or local tax authority. No part of Contractor's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
9. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other sources, except that submitted to Contractor by District as a basis for such services.
10. **Confidentiality and Use of Information.**
 - a.) Contractor shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.
 - b.) Contractor shall advise District of any and all materials used, or recommended for use by Contractor to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise District and, as a result of the use of any programs or materials developed by Contractor under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Contractor agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.
11. **Audit and Inspection of Records.** At any time during the normal business hours and as often as District may deem necessary during the term of this Agreement and for four (4) years from the date of final payment under this Agreement, Contractor shall make available to District for examination at District's place of

personal injury including death, which may arise while the Contractor is traveling to or from a work-related location. Such insurance shall be subject to the District's review and approval prior to provisions of the Services described herein.

- b.) To the fullest extent permitted by law, the Contractor shall defend (with counsel reasonably approved by the District), indemnify and hold the District, its officials, officers, agents, employees and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of the Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Contractor's services or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.

15. **Worker's Compensation Insurance.** Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Accordingly, Contractor agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor agrees to defend, indemnify and hold the District, its officials, officers, agents and employees harmless from such claim.

16. **Fingerprinting Requirements** The District anticipates that the Contractor:

- ☐ will not have contact with any students of the District
- ☐ will have limited contact with students and will be supervised by a District employee at all times.
- ☒ will have contact with students and must comply with the District's standard criminal background checks process pursuant to Education Code Section 45125.1. Contact Director of Human Resources for assistance if needed.

17. **California Labor Code Requirements.**

- a.) The Contractor certifies that it is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" or "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws, if applicable. Contractor shall defend,

indemnify and hold the District, its officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

- b.) If the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). The Contractor shall maintain registration for the duration of this Agreement and require the same of any subcontractors. The services performed under this Agreement may also be subject to compliance monitoring and enforcement by the DIR. It shall be the Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

- 18. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
- 19. **Compliance with Applicable Laws.** The service completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- 20. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
- 21. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor 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 actually being performed pursuant to this Agreement.
- 22. **Entire Agreement/Amendment.** This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
- 23. **Nondiscrimination in Employment.** Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
- 24. **Non-waiver.** The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party or such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 25. **Administrator of Agreement.** This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District:

Danielle Clark

For Contractor:

Dinah Siatuu

26. **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: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally serviced or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are set forth above.
27. **Severability.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
28. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.
29. **Warranty of Authority.** 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.

This Agreement is entered into this 22 day of September, 2022.

Lakeside Union School District

SCHOOL DISTRICT



Signature of Authorized Agent

Lisa Davis

Typed or Printed Name

Assistant Superintendent

Title

Board Approval Date: _____

Total Vision PC

CONTRACTOR

Doug Cannon

Digitally signed by Doug Cannon
Date: 2022.09.28 10:47:27 -07'00'

Signature of Authorized Agent

Doug Cannon, CFO

Typed Name

830897935

Social Security or Taxpayer I.D. No.

760-434-3314

(Area Code) Telephone Number

Fund	Res.	Goal	Func.	Object	School	Op. Unit
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Lakeside Union School District
Addendum # B2021-002A to Contract # B2021-002

This is an Addendum to the Contract between Lakeside Union School District, and Ninyo & Moore for services to be conducted from July 1, 2022 through June 30, 2023. The previous contract was board approved on October 14, 2021.

May it be known that the undersigned parties agree to make the following changes and or/additions that are outlined below.

Scope of Service Changes or Additions:

No changes, extension to term of 2021-22 original contract.

Compensation Changes or Additions:

No changes, extension of Term

No other terms or conditions of the above mentioned contract shall be changed as a result of this addendum.

Ninyo & Moore

Lakeside Union School District

Contractor

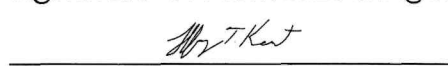
Lisa Davis

Jeffrey T. Kent, PE, GE

Signature of Authorized Agent

Signature of Authorized Agent





Title Assistant Superintendent

Title Principal Engineer

Board Approval Date:

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 13, 2022

Agenda Item: **Approval of Comprehensive School Safety Plans**

Background (Describe purpose/rationale of the agenda item): Per Board Policy, Comprehensive School Safety Plans must be Board approved by March of each year.

Fiscal Impact (Cost): none

Funding Source: NA

Addresses Emphasis Goal(s):

#1: Academic Achievement

#2: Social Emotional

#3: Physical Environments

Recommended Action:

☐ Informational

☐ Discussion

☒ Approval

☐ Adoption

☐ Denial/Rejection

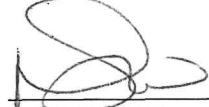
☐ Ratification

☐ Explanation: [Click here to enter text.](#)

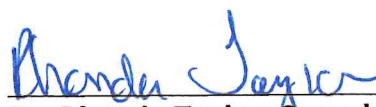
Originating Department/School: Education/Pupil Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:

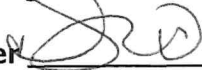


Principal/Department Head Signature



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member



**COMPREHENSIVE
SCHOOL SAFETY
PLANS (CSSPs)
ARE A SEPARATE
DOCUMENT AS
THERE ARE 1,086
PAGES**

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 10/13/2022

Agenda Item: **Settlement Agreement**

Background (Describe purpose/rationale of the agenda item): This settlement agreement is being offered to provide compensatory education in the area of specialized academic instruction, as well as cover cost of attorney's fees.

Fiscal Impact (Cost): \$16,000

Funding Source: Special Education

Addresses Emphasis Goal(s): #1 and #2

#1: Academic Achievement

#2: Social Emotional

#3: Physical Environments

Recommended Action:

☐ **Informational**

☐ **Discussion**

☒ **Approval**

☐ **Adoption**

☐ **Denial/Rejection**

☐ **Ratification**

☐ **Explanation:** Click here to enter text.

Originating Department/School: Special Education

Submitted/Recommended By:

Danielle Clark



Principal/Department Head Signature

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member



LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 13, 2022

Agenda Item:

Approve change order #4 for ESR Construction on the Tierra Del Sol Middle School new gymnasium construction project.

Background (Describe purpose/rationale of the agenda item):

Change order #4 has been submitted by the contractor for a credit of unused allowance in the amount of \$-15,060.00 for the construction of the new gymnasium at Tierra del Sol Middle School.

Change order(s) as follows:

Change Order Number	Description	Amount
4	Unused allowance	\$ -15,060.00
Sub-Total		\$ -15,060.00

New contract amount is \$2,405,771.00.

Fiscal Impact (Cost):

None

Funding Source:

Bond Fund - Measure L-Series B

Addresses Emphasis Goal(s):

☐ #1: Academic Achievement ☐ #2: Social Emotional ☒ #3: Physical Environments

Recommended Action:

☐ Informational ☐ Denial/Rejection
☐ Discussion ☐ Ratification
☒ Approval ☐ Explanation: [Click here to enter text.](#)
☐ Adoption

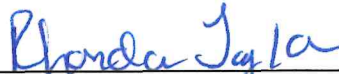
Originating Department/School: Business Services

Submitted/Recommended By:



**Lisa Davis,
Assistant Superintendent**

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____



Lakeside Union School District

12335 Woodside Avenue
Lakeside, CA 92040

September 20, 2022

ESR Construction
2039 Crist Drive
Los Altos, CA 94024

TRADE CONTRACT CHANGE ORDER

Project: 2021-04 Tierra Del Sol Middle School New Gym

Contract Number:	BP #5 Building Installation
Contract Change Order No:	04
Original Contract Amount	\$2,691,976.00
Amount this Change	\$ -15,060.00
Contract Amount to Date:	\$2,405,771.00

The Contract is changed as follows:

- 1) The change order is to return the balance of unused allowance from the contract.

STUDIO WC



(Signature)

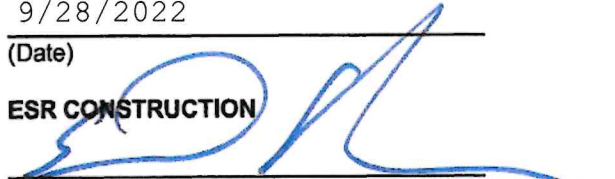
Robert D. Webb, AIA, EVP

(Name/Title)

9/28/2022

(Date)

ESR CONSTRUCTION



(Signature)

Ed Ramans / President

(Name/Title)

9/28/22

(Date)

ERIC HALL & ASSOCIATES



(Signature)

Tina Cullors, Facilities Consultant

(Name/Title)

09.29.2022

(Date)

LAKESIDE UNION SCHOOL DISTRICT

(Signature)

Lisa Davis, Asst. Superintendent

(Name/Title)

(Date)

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 13, 2022

Agenda Item:

Approve award of informal bid through the CUPCCAA Process for the installation of fencing at Winter Gardens Elementary School.

Background (Describe purpose/rationale of the agenda item):

A "notice inviting bids" was sent to vendors who have registered to be on the District's qualified vendors list for CUPCCAA. Three vendors replied to the request for bid and performed a job walk on September 13, 2022. Bids were due and received on September 23, 2022. The project consists of removing old fencing and installing new fencing around the perimeter of the school. The bid results are below:

Contractor	Bid Amount
GEM Industrial, Inc.	\$147,860.00
Crafters Fence Incorporated	\$159,340.00
San Diego Fence Company	\$180,322.00

It is recommended the Board award the Winter Gardens Fencing bid to the lowest bidder of the informal CUPCCAA bid process, GEM Industrial, Inc. so that the project may begin.

Fiscal Impact (Cost):

\$147,860.00 funded by Deferred Maintenance

Funding Source:

General Fund: Deferred Maintenance

Addresses Emphasis Goal(s):

☐ #1: Academic Achievement ☐ #2: Social Emotional ☒ #3: Physical Environments

Recommended Action:

☐ Informational ☐ Denial/Rejection
☐ Discussion ☐ Ratification
☒ Approval ☐ Explanation: [Click here to enter text.](#)
☐ Adoption

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:

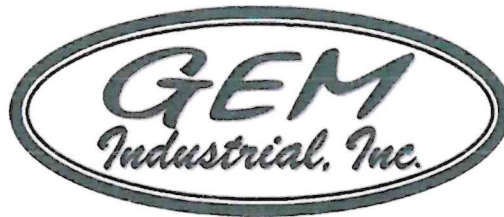


Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member



55 Years of Quality Construction

Lic#235465 A,B & C10

September 22, 2022

Todd Owens
Maintenance, Transportation and Operations Supervisor
Lakeside Union School District
12335 Woodside Ave
Lakeside, CA 92040

Re: Winter Gardens ES - Chain Link Fence

Dear Mr. Owens,

We propose to furnish labor, material and equipment to install 6' High chain link fence and gates at Winter Gardens Elementary School, per sketch and site walk. This proposal shall include, but is not limited to the following:

1. Provide locator services
2. Install District furnished temporary fence
3. Demo and dispose of existing 4' fence and gates
4. Furnish and install new 6' High, 9 gauge chain link fabric
5. Furnish and install SCH 40 - 2 ³/₈" line posts
6. Furnish and install SCH 40 - 2 ⁷/₈" corner, end and small gate posts
7. Furnish and install SCH 40 - 4" large gate posts
8. Furnish and install SCH 40 - 1 ⁵/₈" top rail
9. Fabricate and install vehicle and man gates
10. Fabricate and install ADA access gates;
 - (a) Install used panic hardware as necessary
 - (b) Furnish and install panic hardware to match existing
11. Prevailing wages
12. Payment and Performance Bonds

This work shall be completed in a neat and workmanlike manner, for the sum of One Forty-seven Thousand, Eight Hundred Sixty Dollars (\$147,860.00).

Respectfully submitted:

A handwritten signature in blue ink, appearing to read "Doug MacLachlan".

Doug MacLachlan
President

SHORT FORM CONSTRUCTION CONTRACT

This CONTRACT made and entered into this 13th day of October, 2022, by and between **LAKESIDE UNION SCHOOL DISTRICT** ("District") and **GEM Industrial Inc.**("Contractor"). District and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

WITNESSETH: That the Parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. Contract Documents. The complete contract includes all the Contract Documents, to wit:
 - A. Contract;
 - B. Bond(s) [TO BE PROVIDED ON THE DISTRICT'S STANDARD FORMS] executed in connection herewith;
 - C. Scope of Work set forth in **Exhibit "A"** Dated September 22, 2022
 - D. Certificate(s) of Insurance; and
 - E. All official papers and documents relating to the work to be performed hereunder which are not included in **Exhibit "A"** (i.e., technical drawings, etc.).
2. Scope of Work. Contractor agrees to perform the work and to furnish all tools, equipment, apparatus, facilities, labor and material necessary to perform and complete in a good workmanlike manner, all parts of the work as called for in a manner designated in and in strict conformance with the scope of work set forth in **Exhibit "A,"** attached hereto and incorporated herein ("Scope of Work" or "Project") and the Contract Documents. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and material shall be furnished and said work performed and completed as required in said Scope of Work under the direction and supervision of, and subject to the approval of District's authorized representative. Contractor's Work shall also be consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from District, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by District to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any

employee who fails or refuses to perform the Work in a manner acceptable to District, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3. Compensation. As consideration for performance of the Work required herein, District agrees to pay Contractor on a time and materials basis as set forth herein, a not-to-exceed amount of **ONE FOURTY-SEVEN THOUSAND EIGHT HUNDRED AND SIXTY DOLLARS AND ZERO CENTS (\$147,860.00)** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by District.
 - A. Subject to paragraph 3(B) below, District shall pay for such services on a time and materials basis in accordance with the Schedule of Charges set forth in **Exhibit "B."**
 - B. Periodic payments shall be made by District to Contractor within thirty (30) days of District's receipt of an application for payment from Contractor for services rendered. Payments to Contractor for work performed will be made on a monthly billing basis. The application shall include all information required by District and shall be in a format approved by District. This application shall be supported by evidence which is required by this Contract and such other documentation as District may require. The Contractor shall certify that the Work for which payment is requested has been done and that any materials listed are stored where indicated. District shall review and pay the payment request in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code.
 - C. Labor and Material Releases. Contractor shall furnish District with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by District.
4. Retention. For contracts greater than Five Thousand dollars (\$5,000), Public Contract Code section 9203 requires progress payments and retention based on the percentage of actual work completed plus a like percentage of the value of material delivered and unused. Therefore, District will withhold as retention five percent (5%) of all billings and the Total Contract Price until final completion for projects exceeding \$5,000 and acceptance of the project. District, at its sole discretion, shall release retention proceeds withheld from any payment within sixty (60) days after the date of "completion" of the work as defined in the Public Contract Code section 7107. If a dispute arises between the contractor and District, District may withhold an amount from the final payment not to exceed one hundred and fifty percent (150%) of the disputed amount, as well as any other amounts permissible under this Agreement and/or California law.

5. Other Retentions. In addition to Contract retentions, District may deduct from each progress payment an amount necessary to protect District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by District, incurred by District for which Contractor is liable under the Contract; and (11) any other sums which District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by District to deduct any of these sums from a progress payment shall not constitute a waiver of District's right to such sums.
6. Substitution of Securities. Pursuant to California Public Contract Code section 22300, Contractor may substitute securities for any money withheld by District to ensure the performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with District, with the State or federally chartered bank as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and District, which provides that no portion of the securities shall be paid to the Contractor until District has certified to the escrow agent, in writing, that the contract has been satisfactorily completed. District shall certify that the contract has been satisfactorily completed within sixty (60) days of work "completion" as defined in Section 7107(c) of the California Public Contract Code. Securities eligible for investment under this section shall be limited to those listed in Section 16430 of the Government Code, bank or savings & loan certificates of deposit, interest-bearing demand deposit accounts, stand-by letters of credit, or any other security mutually agreed to by the Contractor.
7. Time for Completion/Liquidated Damages. Work shall commence on **October 14, 2022** and shall be completed by Contractor and usable by District on or before **December 31, 2022**. If the Work is not completed and usable by District, it is understood that District will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay District as fixed and liquidated damages, and not as a penalty, the sum of **(\$500)** for each and every calendar day of delay beyond the time prescribed in the Agreement for finishing the Work. In the event this is not paid, the Contractor agrees that District may deduct that amount from any money due or that may become due the Contractor under the Contract.

8. Insurance. Without limiting Contractor's indemnification, it is agreed that Contractor shall secure and maintain in force during the term of this Contract a Commercial General Liability and Property Damage Insurance (including automobile insurance) which provides limits of not less than:

- 1) Per occurrence (combined single limit) \$1,000,000.00
- 2) Project Specific Aggregate (for this project only) \$2,000,000.00
- 3) Products/Completed Operations (included in Comm. Gen. Liability)

District shall be named as an additional insured on the policies by endorsements. The policy shall provide that it is primary, such that insurance maintained by District, if any, shall be excess and not co-primary. A copy of the declarations page of Contractor's insurance policies shall be attached to this Contract as proof of insurance. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without District's prior written consent, and, District shall be named as an additional insured and be furnished thirty (30) days' written notice prior to cancellation. The Contractor shall not allow any subcontractor employee or agent to commence work on this Contract, or any subcontract until the insurance required of the Contractor and subcontractor or agent has been obtained.

9. Hold Harmless for Payroll Issues. Contractor hereby agrees to accept exclusive liability for, and shall hold District, District's officers, directors, employees and agents harmless from, all payroll taxes for contributions to unemployment insurance or old age pensions, or annuities, measured by wages, salaries or other remuneration paid to employees of said Contractor or Subcontractors.
10. Subcontractors. Contractor shall use due diligence in the requirement and confirmation of insurance coverage similar to the foregoing on behalf of his subcontractors.
11. Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Contract, errors and omissions liability insurance with a limit of not less than \$1,000,000 per occurrence. This insurance shall name District, its directors, officials, officers, employees, agents and volunteers as additional and insureds with respect to Work performed, and shall otherwise comply with all requirements of this Section.
12. Workers Compensation Certification. Pursuant to Section 1861 of the Labor Code, by signing this Contract and initialing hereunder the Contractor certifies that:
- A. 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 provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

B. Contractor's Initials: DM

13. **[IF CONTRACT IS GREATER THAN \$25K PAYMENT BOND IS REQUIRED; IF CONTRACT IS LESS THAN \$25K, DISTRICT TO DETERMINE WHETHER BONDS ARE NECESSARY.]**

Bonds. Contractor shall be required at the time of the execution of the Contract to furnish Payment and Faithful Performance Bonds in amounts not less than one hundred percent (100%) of the Total Contract Price. These bonds shall be secured from a surety company satisfactory to District, shall be submitted on District's prescribed bond forms, and Contractor thereon shall pay the premiums. The bonds must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure Section 995.120. In addition, to the extent required by law, the bonds must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California, a certificate from the Clerk of the County of San Diego that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, or if it has that it has been renewed, and four copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California. Failure to submit acceptable bonds will be cause of rejection of the contract. Said bonds shall be furnished within ten (10) days after award of the Contract and before commencement of construction.

14. Assignment of Contract. Contractor shall not assign, transfer, convey, or otherwise dispose of this Contract, or of his/her right, title of interest in or to the same or any part thereof without previous consent in writing from District's authorized representative.

15. Suspension/Termination of Contract.

A. District has the right to terminate or abandon any portion or all of the work under this Contract by giving ten (10) calendar days written notice to Contractor. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Contractor the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Work for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Contractor of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

B. Contractor may terminate its obligation to provide further services under this Contract upon thirty (30) calendar days' written notice to District only in the event

of substantial failure by District to perform in accordance with the terms of this Contract through no fault of Contractor.

16. Subcontracts. Subcontractors employed by Contractor on the execution of the Work covered in this Contract shall be only those given prior written permission from District, and that otherwise comply with Sections 4100 to 4113 inclusive of the Public Contract Code of California, if applicable.
17. Control and Payment of Subordinates: Contractual Relationship. District retains Contractor on an independent contractor basis and Contractor is not an employee of District. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.
18. Permits and Licenses. Contractor shall comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of public health and safety, obtaining all necessary permits and licenses for the construction of the project, pay all fees and post all deposits or bonds required by law. For the work to be performed hereunder, Contractor shall possess the following classification of State contractor's license throughout the duration of the Contract: **CA LIC. # 235465**. During the performance of the work, Contractor shall take over all the necessary precautions and place proper guards for the prevention of accidents.
19. Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for District's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
20. Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify District of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by District; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, District shall promptly investigate

the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute

21. Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, District shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of District to provide for removal or relocation of such utility facilities.
22. Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify District against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.
23. Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify District in writing and shall furnish all labor and material releases required by this Contract. District shall thereupon inspect the Work. If the Work is not acceptable to District, District shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by District. Once the Work is acceptable to District, District shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which District may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.
24. Changes in the Scope of Work. In the event District orders changes in the Work, the Total Contract Price and the Contract Time will be adjusted accordingly. If a change is of an item not covered by the Contract, District and Contractor shall mutually agree upon the value of the work based on labor, materials and equipment involved. Regardless of ownership, equipment rates shall not exceed the listed prevailing rates at local equipment rental agencies, or distributors, at the time the work is performed. All changes in work

shall be in writing and Contractor shall be responsible for any and all work done without District's prior written approval.

25. Brand Name or Equal. Contractor may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better for any material, process or article is identified by grade, patent or proprietary name or by name of manufacturer. Contractor bears the burden of proof as to the equality of any material, process or article and District may require Contractor to furnish the material, and article or process specified if it decides that Contractor has not met his or her burden.
26. Discrepancies and Omissions. Any discrepancies or omissions found in the Scope of Work shall be reported to District immediately. District will clarify discrepancies or omissions, in writing, within a reasonable time.
27. Labor Code Provisions. It shall be mandatory upon the Contractor herein and upon all subcontractors under Contractor to comply with all provisions of the Labor Code of the State of California relative to contracts for public works.
 - A. Prevailing Wages. District has copies of the general prevailing wage rate per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract which shall be posted at each job site and will be on file at the principal office of District. Contractor shall, as a penalty to District, forfeit not more than the maximum applicable statutory rate for each calendar day, or portion thereof, for each worker paid less than the specified prevailing rates for such work or craft in which such worker is employed, whether paid by Contractor or by any subcontractors under Contractor. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor.
 - B. Eight Hour Law. Eight hours labor shall constitute a legal day's hours per day, and forty hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to District the maximum statutory rate for each calendar day during which such worker is required, or permitted to work more than eight hours in any one day or forty hours in any one calendar week in violation of the provisions of said Labor Code.
 - C. Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journey man, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the

principal office of Contractor in the manner provided in Labor Code section 1776.

In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to District, forfeit not more than the maximum statutory rate for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner.

Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on the Contractor.

- D. Ineligible Contractors/Subcontractors/Debarment. A Contractor or subcontractor may not perform work who is ineligible pursuant to Labor Code Sections 1777.1 and 1777.7.
- E. Apprentice. Attention is called to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under Contractor.
- F. DIR Registration. Pursuant to Labor Code section 1771.1, Contractor shall, at all times, ensure that it, and all of its subcontractors, regardless of tier, are appropriately registered with the Department of Industrial Relations ("DIR"). Contractor shall provide evidence of such registration information upon request of District.
- G. Labor Compliance. Contractor acknowledges that pursuant to recently enacted Senate Bill 854, all labor compliance monitoring required for the Project by the Education Code or Labor Code, shall be provided by DIR. Contractor shall, at no additional cost to District, be required to comply with all the requirements of DIR for such compliance monitoring and all applicable provisions of the California Labor Code, including but not limited to the standard provisions requiring payment of prevailing wages, more further explained below, maintenance and submission of certified weekly payrolls, and hiring of apprenticeship as appropriate for all workers for which a prevailing wage classification is listed by or may be obtained from the DIR. Contractor shall work with District, and DIR to ensure the full compliance applicable labor law and all applicable labor compliance requirements of the DIR. Contractor shall include the requirements of this provision in all subcontracts and require subcontractors to comply with these provisions at no additional cost to District.

28. Assignment of Anti-Trust Claims. Contractor offers and agrees to assign to District all rights, title and interest in and to all causes of action as it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of Business and Professions Code), and any other applicable laws, arising from purchase of goods, services, or materials, pursuant to this Contract. This assignment shall become effective at the time that District tenders final payment to Contractor, without further acknowledgment by the Parties.
29. Procedure for Resolving Disputes.
- A. Prerequisite to Initiating Claims. Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to Changes and Extra Work, as a prerequisite to filing any claim governed by this Section. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.
- B. Intent. Effective January 1, 1991, Section 20104, et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.
- C. Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by District, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by District. Claims governed by this Section may not be filed unless and until Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than the date of final payment. The claim shall be submitted in writing to District and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed

conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

D. Supporting Documentation. Contractor shall submit all claims in the following format:

- (1) Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made.
- (2) List of documents relating to claim:
 - (a) Specifications;
 - (b) Drawings;
 - (c) Clarifications (Requests for Information);
 - (d) Schedules; and
 - (e) Others.
- (3) Chronology of events and correspondence.
- (4) Analysis of claim merit.
- (5) Analysis of claim cost.
- (6) Time impact analysis in CPM format.

E. District's Response. Upon receipt of a claim pursuant to this Section, District shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after District issues its written statement.

- (1) If District needs approval from its governing body to provide Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, District shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

- (2) Within thirty (30) days of receipt of a claim, District may request in writing additional documentation supporting the claim or relating to defenses or claims District may have against Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of District and Contractor.
 - (3) District's written response to the claim, as further documented, shall be submitted to Contractor within thirty (30) days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by Contractor in producing the additional information or requested documentation, whichever is greater.
- F. Meet and Confer Process. If Contractor disputes District's written response, or District fails to respond within the time prescribed, Contractor may so notify District, in writing, either within fifteen (15) days of receipt of District's response or within fifteen (15) days of District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, District shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- G. Mediation. Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, District shall provide Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after District issues its written statement. Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with District and Contractor sharing the associated costs equally. District and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing, unless the Parties agree to select a mediator at a later time.
- (1) If the Parties cannot agree upon a mediator, each Party shall select a mediator. Each Party shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
 - (2) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute.

resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

- (3) Unless otherwise agreed to by District and Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- (4) The mediation shall be held no earlier than the date Contractor completes the Work or the date that Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

H. Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Contractor submits its written Claim until the completion of the Meet and Confer process.

Except as provided herein, nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

I. Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

- (1) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- (2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the

Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

- (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (a) arbitrators shall, when possible, be experienced in construction law, and (b) any Party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other Party.

- J. Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against District. A Government Code claim must be filed no earlier than the date the work is completed or the date Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.
 - K. Non-Waiver. District's failure to respond to a claim from Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. District's failure to respond shall not waive District's rights to any subsequent procedures for the resolution of disputed claims.
 - L. Duty to Continue Performance. Unless provided to the contrary in the Contract Documents, Contractor shall continue to perform the Work and District shall continue to satisfy its payment obligations to Contractor, pending the final resolution of any dispute or disagreement between Contractor and District.
- 30. Notice of Third-Party Claims. Pursuant to Public Contract Code Section 9201, District shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. District is entitled to recover its reasonable costs incurred in providing such notification.
 - 31. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless District against any and all claims involving any type of

property damage or personal injury, including death, that may be asserted by any person or type of entity, arising out of or in connection with the performance of work, both on and off the job site, and will pay all costs and expenses, including attorney fees in connection therewith; provided however, Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of District. Contractor will defend, with counsel of District's choosing, any action filed in connection with any of said claims, damages, penalties, obligations or liabilities Contractor will promptly pay any judgment rendered against Contractor or District arising out of or in connection with such work, operation or activities of Contractor hereunder and Contractor agrees to save and hold District harmless therefrom. District may retain to the extent it deems necessary, the money due to Contractor under and by virtue of the Contract until disposition has been made of such actions or claims for damages as specified herein above. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its directors, officials officers, employees, agents, or volunteers.

32. Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by District of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by District in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as District may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of District, regardless of whether or not such warranties and guarantees have been transferred or assigned to District by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of District. In the event that Contractor fails to

perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of District, District shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse District for any expenses incurred hereunder upon demand.

33. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor 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. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site
34. Applicable Law and Venue. This Contract shall be governed by the laws of the State of California as effective and in force on the date of this Contract. This Contract shall be deemed to have been made in County of San Diego, California, regardless of the order of the signatures of the Parties affixed hereto.
35. Modifications. No terms or conditions contained in any writing, purchase order, acknowledgment, or form shall be of any effect unless agreed to in a written amendment or modification to this Contract which has been executed by the designated representative of both Parties.
36. Waiver. No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
37. Notice. All notices shall be given to the other party at the address set forth herein. Notice shall be effective upon receipt or five (5) days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged by the receiving party.

Contractor
GEM INDUSTRIAL, INC.

16902 Rio Maria Rd.
Lakeside, Ca 92040

Attn: **Doug MacLachlan**

District
LAKESIDE UNION SCHOOL DISTRICT

12335 Woodside Avenue
Lakeside, CA 92040

Attn: **Lisa Davis**

38. Drafting of Contract. The Parties agree that this Contract shall not be construed in favor of, or against, any party by reason of the extent to which any party or its counsel participated in the drafting of this Contract. The Parties represent that they have consulted legal counsel prior to the execution of this Contract and have executed this Contract with full knowledge of its meaning and effect.
39. Assignment or Delegation. Consultant may not assign or sub-contract its rights or obligations under this Contract without the consent of District, which may be withheld for any reason.
40. Severability. It is intended that each paragraph of this Contract shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Contract is unaffected.
41. Laws and Regulations; Provisions Required by Law Deemed Inserted. Contractor 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 Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify District in writing. Any necessary changes shall be made by written change order. Each and every provision or clause required by law to be inserted in this Contract shall be deemed to be inserted, and this Contract shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall be amended to make the insertion or correction. All references to statutes, rules or regulations shall include all amendments, replacements and enactments on the subject which are in effect as of the date of this Contract, as well as any later changes which do not materially and substantially alter the rights or obligations of the Parties.
42. Fingerprinting Requirements. Unless exempted, Contractor shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Contractor shall also ensure that its consultants, as well as all subcontractors on the Project, comply with the requirements of Section 45125.1. To this end, Contractor and its consultants and subcontractors must

provide for the completion of District's standard certification form prior to any of Contractor's employees, or those of any other consultants, coming into contact with District's pupils.

43. Drug/Smoke-Free Workplace. District and all District projects are "drug-free" and "smoke-free" workplaces and, as such, require that the Contractor be subject to the requirements mandated by California Government Code Sections 8350, et seq., when on the Project site. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. It is the sole responsibility of Contractor to police and oversee its personnel on the Project. If Contractor fails to comply with the Drug-Free Workplace Act or the smoke-free workplace policy of District, District may enforce its lawful rights to suspend pending or subsequent payments and to terminate this Contract and may pursue all other rights and remedies it may have against Contractor at law and/or in equity.

44. Compliance With State Storm Water Permit:

- A. Contractor shall be required to comply with all aspects of the State Water Resources Control Board ("State Board") Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity ("Permit"), as may be amended, for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.
- B. Contractor shall be responsible for all costs associated with filing the Notice of Intent ("NOI") and for obtaining coverage under the Permit. This includes preparing and implementing a Storm Water Pollution Prevention Plan ("SWPPP") for the Project site, and coordinating all submittals with District's Legally Responsible Person as that term is defined in the Permit. Before any NOI, SWPPP, or other Permit related document may be submitted to the State Board or implemented on the Project site, it must first be reviewed and approved by the District. Contractor shall include all costs of compliance with specified requirements in the Contract amount.
- C. District retains the right to procure and maintain coverage under the Permit for the Project site if Contractor fails to draft a satisfactory NOI or SWPPP or proceed in a manner that is satisfactory to District. Any costs incurred by District in procuring and maintaining coverage under the Permit, or drafting an NOI or SWPPP shall be paid by Contractor.

- D. Contractor shall be responsible for maintaining compliance with all aspects of the Permit during the course of the Project. Contractor shall provide copies of all reports and monitoring information to the District Representative. If Contractor has failed or is unable to maintain compliance with the Permit, District reserves the right to implement its own SWPPP at the Project site, and hire additional contractors to maintain compliance. Whether Contractor has adequately maintained compliance with the Permit shall be District's sole determination. Any costs incurred by District in drafting and implementing a SWPPP, or otherwise maintaining compliance with the Construction General Permit shall be paid by Contractor.
 - E. In bidding on this Contract, it shall be Contractor's responsibility to evaluate and include in the contract amount the cost of procuring coverage under the Permit, preparing a SWPPP that is acceptable to District, and complying with the SWPPP and any revisions to the SWPPP that become necessary during the course of construction.
 - F. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, District, drainage district, and other local agencies regarding discharges of storm water to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
 - G. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.
 - H. Failure to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.
45. Counterparts. This Contract may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same Agreement.

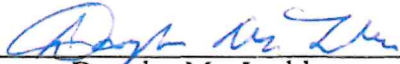
46. Exhibits and Recitals. All Exhibits and Recitals referenced in this Contract and attached hereto are hereby incorporated by this reference into this Contract.

47. Time of Essence. Time is of the essence for each and every provision of this Contract.

IN WITNESS WHEREOF, this Contract is executed by the District's authorized representative.

GEM INDUSTRIAL, INC.

LAKESIDE UNION SCHOOL DISTRICT

By: 
Name: Douglas MacLachlan
Title: President
Date: 9/28/2022

By: _____
Name: _____
Title: _____
Date: _____

Fed. Tax I.D. # 95-2409003

DIR Registration 1000007810

Exhibit A



55 Years of Quality Construction

Lic#235465 A,B & C1D

September 22, 2022

Todd Owens
Maintenance, Transportation and Operations Supervisor
Lakeside Union School District
12335 Woodside Ave
Lakeside, CA 92040

Re: Winter Gardens ES - Chain Link Fence

Dear Mr. Owens,

We propose to furnish labor, material and equipment to install 6' High chain link fence and gates at Winter Gardens Elementary School, per sketch and site walk. This proposal shall include, but is not limited to the following:

1. Provide locator services
2. Install District furnished temporary fence
3. Demo and dispose of existing 4' fence and gates
4. Furnish and install new 6' High, 9 gauge chain link fabric
5. Furnish and install SCH 40 - 2 ³/₈" line posts
6. Furnish and install SCH 40 - 2 ⁷/₈" corner, end and small gate posts
7. Furnish and install SCH 40 - 4" large gate posts
8. Furnish and install SCH 40 - 1 ⁵/₈" top rail
9. Fabricate and install vehicle and man gates
10. Fabricate and install ADA access gates;
 - (a) Install used panic hardware as necessary
 - (b) Furnish and install panic hardware to match existing
11. Prevailing wages
12. Payment and Performance Bonds

This work shall be completed in a neat and workmanlike manner, for the sum of One Forty-seven Thousand, Eight Hundred Sixty Dollars (\$147,860.00).

Respectfully submitted:

A handwritten signature in blue ink, appearing to read "Doug MacLachlan".

Doug MacLachlan
President

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 13, 2022

Agenda Item:

Approve agreement with Blue Coast Consulting for Inspection Services for Solar Infrastructure Project.

Background (Describe purpose/rationale of the agenda item):

Approval is requested of the attached agreement for Construction Inspection Services with Blue Coast Consulting to act as LUSD's Inspector of Record (IOR) for the Solar Infrastructure Project at Lakeside Middle School, Lakeside Farms Elementary, Lakeview Elementary, Lemon Crest Elementary, Riverview Elementary, Tierra Del Sol Middle School and the District Office.

These services are required by the Division of State Architect (DSA) to be provided for any DSA approved projects and must be provided by a firm that is State of California certified. IOR services certify that the work shown on DSA approved plans meets the DSA and the California Building Code Standards.

Fiscal Impact (Cost):

\$117,920

Funding Source:

Bond-2139 9010683 0000 8500 6200090 018 670

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement ☐ **#2:** Social Emotional ☐ **#3:** Physical Environments

Recommended Action:

- | | |
|---|--|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial/Rejection |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input checked="" type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click here to enter text. |
| <input type="checkbox"/> Adoption | |

Originating Department/School: Business Services

Submitted/Recommended By:



Lisa Davis, Assistant Superintendent

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

AGREEMENT FOR CONSTRUCTION INSPECTION SERVICES

By and Between

THE LAKESIDE UNION SCHOOL DISTRICT

And

Blue Coast Consulting

**For the Solar Project at: Lakeside Middle School, Lakeside Farms Elementary,
Lakeview Elementary School, Lemon Crest Elementary, Riverview Elementary
School, Tierra Del Sol Middle School, District Office**

Dated: October 13, 2022

AGREEMENT FOR CONSTRUCTION INSPECTION SERVICES

This Agreement for Construction Inspection Services ("Agreement") is made effective as of October 13, 2022 ("Effective Date"), by and between the Lakeside Union School District ("District"), a public school district organized and existing pursuant to California law, and Blue Coast consulting ("Inspection Company"), a Company that provides inspection services and a Inspector of Record(IOR) to Division of the State Architect(DSA) . The District and the Inspection Company may be referred to herein individually as "Party" and collectively as the "Parties."

RECITALS

A. The District desires to obtain the services of an inspection firm for purposes of the public works construction project described in Paragraph A of Exhibit "A" attached to this Agreement ("Project"). The Inspection Company desires to provide the inspection services required pursuant to this Agreement ("Inspection Services").

B. The Parties have entered into this Agreement for purposes of setting forth the terms and conditions for the Inspection Company to perform the Inspection Services for the District.

Now, in consideration of the foregoing and of the respective rights and obligations of the Parties set forth herein, the Parties agree as follows:

AGREEMENT

PART 1: PROVISION OF INSPECTION SERVICES

Section 1.1 Scope of Services and Agreement Term. The scope of the Inspection Services to be performed by the Inspection Company pursuant to this Agreement ("Scope of Services") is set forth in Exhibit "B" attached to this Agreement. The term of this Agreement ("Agreement Term") shall commence as of the Effective Date and shall expire following completion of the Project and upon completion of all Inspection Services required pursuant to this Agreement.

Section 1.2 Designated Inspectors. Each inspector assigned by the Inspection Company to perform the Inspection Services required pursuant to this Agreement (each an "Inspector") must be qualified and experienced with projects of the same type as the Project. Each Inspector must be duly approved and authorized by the California Department of General Services, Division of the State Architect ("DSA") to provide inspection services for projects of the same type and classification as the Project (i.e., the Inspector has the appropriate "DSA Certification"). Except as the District may agree in writing, the Inspection Company must dedicate each Inspector to provide inspection services only in connection with the Project, and not for any other work or parties. The Inspection Company hereby warrants that at no time during the performance of the Inspection Services shall the DSA Certification of any Inspector assigned to perform the Inspection Services expire or be revoked, suspended, withdrawn, or otherwise declared invalid. The Inspection Company hereby authorizes the District to confirm, with the DSA, the status and history of the DSA Certification of any Inspector and, to the extent requested by the District, the Inspection Company shall provide verbal and/or written permission to the DSA to release information regarding the DSA Certification of any such Inspector. Subject to the foregoing, the Inspector(s) assigned to the Project for purposes of providing the necessary Inspection Services is (are) identified in Exhibit "C" attached hereto.

Section 1.3 Assistant Inspectors. With respect to each assistant Inspector identified on Exhibit C hereto or otherwise assigned to perform any of the Inspection Services (each an "Assistant Inspector"), the Inspection Company shall be responsible for: (i) providing continuous on-site supervision of the Assistant Inspector; (ii) ensuring that the Assistant Inspector properly performs his or her duties as specified on the applicable Form DSA 5-AI; (iii) ensuring that the Assistant Inspector, to the extent required, is familiar with and adequately comprehends the Project construction documents; (iv) providing technical guidance to the Assistant Inspector as necessary in connection with the Project; (v) monitoring and, as necessary, correcting, the performance by the Assistant Inspector, including, without limitation, ensuring that the Assistant Inspector is properly checking the construction and recording inspections. If the Inspection Company proposes, after the Effective Date, to assign any new or replacement Assistant Inspector to the Project, the District in its sole discretion may reject or condition the assignment of, or may require substitution of another person for, any Assistant Inspector proposed by the Inspection Company.

Section 1.4 Timing for Performance of Inspection Services. Time is of the essence with respect to this Agreement and the performance by the Inspection Company of each of its obligations pursuant to this Agreement. Without compromising its compliance with DSA and other applicable requirements, the Inspection Company must complete all Inspection Services required pursuant to this Agreement within such time(s) as will permit commencement and completion of the Project by the dates specified by the District prior to and, as applicable, during construction of the Project.

Section 1.5 Inspection Company Compensation. The District shall pay to the Inspection Company, in exchange for satisfactory performance by the Inspection Company of the Inspection Services required pursuant to this Agreement, such compensation as is specified in Exhibit "D" attached to this Agreement ("Inspector Fee"). The Inspector Fee shall be payable to the Inspection Company as specified in Exhibit D. The Inspector Fee shall be deemed and construed for all purposes to be all-inclusive compensation for any and all Inspection Services, and the Inspection Company shall in no event be entitled to any reimbursement whatsoever of any expenses incurred by the Inspection Company in connection with the performance of the Inspection Services other than as provided in Section 1.6 herein.

Section 1.6 Reimbursement of Expenses. This Section establishes the sole and exclusive basis for reimbursement to the Inspection Company of any expenses that it incurs in connection with performance of the Inspection Services. Any reimbursement pursuant to this Section shall be in addition to the Inspector Fee, and shall be for the reasonable, actual costs incurred by the Inspection Company, without markup for profit, overhead, or other purposes. The District shall reimburse the Inspection Company only for expenses incurred in connection with the performance of the Inspection Services as the District in its sole discretion may agree, and only if the reimbursement for each such expense is approved in writing by the District prior to the expense being incurred by the Inspection Company. Because the Inspector Fee constitutes all-inclusive compensation, in no event shall the District be required to reimburse or otherwise pay any additional amounts to the Inspection Company for any of the following: (i) home-office overhead or personnel costs; (ii) supplies, materials, equipment, tools, and other items required for performance of the Inspection Services; (iii) postage or cost of private delivery services less than \$25 for any one delivery; (iv) salary, benefits, travel, lodging and/or meal expenses of any person; (v) expenses of overtime work requiring higher than regular rates; or (vi) costs of any additional insurance coverages or limits in excess of those normally carried by the Inspection Company.

Section 1.7 Inspection Company Invoices. On or about the fifth day of each month during the Agreement Term, the Inspection Company shall provide an invoice to the District seeking payment for

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the portion of the Inspector Fee payable attributable to the preceding month and, subject to Section 1.6 herein, for reimbursement of authorized expenses attributable to such preceding month. Any and all invoiced amounts are subject to verification by the District. The Inspection Company must in each invoice specifically describe the basis or bases for the amounts requested and shall submit with the invoice such documentation as reasonably, specifically, and adequately evidences and supports the amounts specified in the invoice. If an invoice requests payment for Inspection Services provided on an hourly-rate basis, the documentation to be submitted by the Inspection Company in support of the invoice must also include an itemization of the amount of time spent by each person performing the Inspection Services and a description of the work accomplished by such person during the preceding month. The District shall pay the undisputed portion of each such invoice within thirty days after receipt of the invoice. However, within ten days after receipt of any invoice from the Inspection Company, the District may request in writing that the Inspection Company provide additional information relating to some or all of the amounts specified in the invoice, and, in such event: (i) the Inspection Company shall provide such information to the District within five days following receipt of the District's request; and (ii) if the Inspection Company does not provide such information within such five-day period, the date by which the District must pay such amounts to the Inspection Company shall be extended for each day or portion of day in excess of the applicable five-day period, until such time as the Inspection Company provides the requested additional information to the District.

Section 1.8 Change in Scope of Services. The District may at any time request any decrease, reasonable increase, or other reasonable change in the Scope of Services to be performed by the Inspection Company pursuant to this Agreement. In response to any such request, the Inspection Company must provide to the District a written proposal that describes in reasonable detail: (i) the change; (ii) the impact of the change on the time required for performance of the Inspection Company's obligations pursuant to this Agreement; and (iii) the impact of the change on the cost to the District for the performance of the Inspection Company's obligations pursuant to this Agreement. Each proposal shall set forth any proposed adjustment to the compensation payable to the Inspection Company using such basis (hourly rate, fixed fee, time and materials, *et cetera*) as requested by the District. No proposal shall be valid or binding on the Parties unless and to the extent incorporated into an amendment to this Agreement that has been duly approved, signed, and delivered by both Parties. However, regardless of whether the District has obtained approval from the Board of Trustees of the Lakeside Union School District ("District Board") of any proposal, if the District has requested that specific Inspection Services be deleted from the Scope of Services, in no circumstances shall the Inspection Company thereafter perform such Inspection Services unless further directed to do so in writing from the District. If the Parties are unable to agree on and document the terms and conditions for any such deletion, the time for performance of the modified Scope of Services and the compensation to the Inspection Company for performance of such modified Scope of Services shall be equitably adjusted as determined through any dispute resolution method authorized pursuant to this Agreement. However, in no event shall the Inspection Company be entitled to any profit, overhead, or other amounts on account of the deleted portion of the Inspection Services.

PART 2: ADMINISTRATION OF AGREEMENT AND INSPECTION SERVICES

Section 2.1 Independent Contractor. The Inspection Company is, for any and all purposes of or related to this Agreement, an independent contractor to the District. In no circumstances shall the Inspection Company, or any of its officers, employees or agents, be deemed or construed to be an officer, employee, or agent of the District on account of this Agreement. The Inspection Company must at all times conduct its activities in a manner consistent with its status as an independent contractor to the District, and, except as provided in this Agreement, the Inspection Company shall have the right to

determine the methods, means, and mechanisms by which it shall perform the Inspection Services. The Inspection Company shall not suffer or permit any third party (whether person or entity) to continue in any apparent belief that the Inspection Company, or any of its officers, employees or agents, is an officer, employee, or agent of the District. The Inspection Company shall be responsible for ensuring compliance with all laws related to its employees, including, without limitation, laws relating to workers' compensation and, if applicable, payment of prevailing wages. The compensation payable to Inspection Company pursuant to this Agreement shall not be increased as a result of any costs incurred by Inspection Company that are attributable to such compliance.

Section 2.2 Consent Required to Use Subcontracted Inspectors. The Parties acknowledge and agree that each Inspector assigned to perform the Inspection Services shall be an officer or employee of the Inspection Company. The Inspection Company may subcontract to provide Inspectors for the Project only upon written consent of the District provided in advance of the Inspection Company entering into such subcontract. The District, in its sole discretion, may deny, delay, or condition its approval of the use of any one or more proposed subcontracted Inspectors.

Section 2.3 Inspection Company Representative. The person designated as the Inspection Company's exclusive representative for purposes of this Agreement ("Inspection Company Representative") is specified in Exhibit "E" attached hereto. The Inspection Company in its discretion may designate an Inspector identified in Exhibit C hereto as the Inspection Company Representative. The Inspection Company Representative: (i) shall be the District's sole contact person for the Inspection Company for purposes of administering this Agreement; and (ii) shall be responsible for and conduct any and all communications and other interactions between the Inspection Company and the District. The Inspection Company Representative must have (through delegation or otherwise) all authority required to make any and all decisions on behalf of the Inspection Company relating to the administration of this Agreement and the performance of the Inspection Services. At all times prior to full completion of the Inspection Services, the Inspection Company Representative must be reasonably available to District representatives, by telephone, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and at such other times as the Inspection Company Representative and the District may agree.

Section 2.4 Criminal History Background Checks.

Subsection 2.4.1 Mandatory Compliance. Effective as of January 1, 2022, Education Code Section 45125.1 ("Section 45125.1") requires that each entity having a contract with a local educational agency ("LEA") shall ensure that personnel interacting with students outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237. In addition, the contracting entity shall immediately provide subsequent arrest and conviction information it receives to the LEA. Section 45125.1 authorizes LEA's to require compliance with the requirements for personnel other than those directly employed by the contracting entity. Because students may be present during activities undertaken by the Inspection Company and/or its authorized subcontractors, and because there will be no corresponding "immediate supervision," the Inspection Company, in connection with such activities, shall comply in all respects with Section 45125.1. Without limiting the foregoing, the Inspection Company shall require and be responsible for ensuring compliance, by each and every person who will be at, on, or in the vicinity of any District property in connection with the Inspection Services, with all California Department of Justice guidelines and requirements relating to fingerprinting and criminal-history background checks. In the event Section 45125.1 is repealed or superseded, Inspection Company, following receipt of written notice from the District, shall comply with such successor or other requirements as provided by law or other governmental requirement.

Subsection 2.4.2 Certification of Compliance. The Inspection Company shall certify in writing to the District, from time to time as necessary, and on a certification form to be provided by the District upon request, that no person assigned to or who otherwise will be present at, on, or in the vicinity of any District property in connection with the System has been convicted of any felony as described in Education Code Section 45122.3.1. Education Code Section 45122.3.1 defines a violent felony as any felony listed in subdivision (c) of Penal Code Section 667.5, and a serious felony as any felony listed in subdivision (c) of Penal Code Section 1192.3.7. The executed certification form must have attached a list identifying all persons to whom the certification applies and must specify the particular site to which each such person has been assigned.

Subsection 2.4.3 Presence Prohibited Unless Certified. The Inspection Company shall prohibit and prevent each and every person who will be at, on, or in the vicinity of any District property on account of the Inspection Services (including, not only all persons for whom Inspection Company is directly responsible, but also any and all persons for whom any authorized subcontractor is responsible) from being present at, on or in the vicinity of any District property unless and until Inspection Company provides the required certification for such person to the District.

Subsection 2.4.4 Alternative Arrangements. The District may exempt any particular person who will be at, on or in the vicinity of any District property on a short-term temporary basis from the foregoing requirements of this Section 2.4, if the Inspection Company makes alternative arrangements that are consistent with requirements of Education Code Section 45125.2 and that are acceptable to the District in its sole discretion. The Inspection Company must obtain the District's written approval of any such alternative arrangements, in advance of allowing the person proposed to be subject to the alternative arrangements to enter in or upon any District property.

Section 2.5 Prohibited Interests. The Inspection Company hereby represents and warrants that: (i) neither the making nor the performance of this Agreement shall result in the Inspection Company or any person under the Inspection Company's control having any conflict of interests pursuant to Government Code Section 1090 or the California Political Reform Act (Government Code Section 87100 *et seq.*); (ii) it has not employed or retained any company or person (excepting any bona fide employee working solely for Inspection Company) to solicit or otherwise cause the District to enter into this Agreement; and (iii) it has not paid, agreed to pay, or otherwise provided to, any company or person, including, but not limited to, any District officer, employee or agent (but excepting any bona fide employee working solely for Inspection Company), any fee, commission, percentage, brokerage fee, gift, favor, or other consideration contingent upon or resulting from the District entering into this Agreement. In the event of any violation of the prohibitions set forth in this Section 2.5, the District, without limiting any other right or recourse available pursuant to applicable law, may terminate this Agreement and recover any and all amounts paid to the Inspection Company.

Section 2.6 Inspection Company and Inspector Capability. The Inspection Company represents and warrants that: (i) it has any and all licenses, permits and/or other authorizations as are required by law to permit it to enter into this Agreement and perform the Inspection Services; (ii) the Inspection Company has sufficient financial, personnel, and other resources to adequately and timely perform the Inspection Services as required pursuant to this Agreement; (iii) each Inspector shall at all times have any and all licenses, certifications and/or other authorizations as required by law to perform the Inspection Services; and (iv) each Inspector shall at all times have all technical knowledge, skills, experience, and qualifications necessary to perform the Inspection Services in an efficient, timely, and satisfactory manner. Upon request of the District and subject to DSA requirements, the Inspection

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Company shall remove from the Project Site, and prevent from performing any of the Inspection Services, any Inspector (including, without limitation, any Assistant Inspector) whom the District has determined is not performing the Inspection Services in a reasonable manner or is a threat to the safety of any person(s) or property, and the Inspection Company shall not thereafter use such Inspector for or in connection with performance of any of the Inspection Services.

Section 2.7 Required Standard of Care. The Inspection Company must perform or cause to be performed all Inspection Services using such level of care as: (i) is consistent with the reasonable level of care employed by other inspectors providing similar inspection services to school districts within the State of California ("State") in similar circumstances; (ii) takes into consideration the District's goals and any facilities, financial, or other constraints or parameters described to the Inspection Company either before or after the Effective Date.

Section 2.8 Compliance with Laws and District Requirements. The Inspection Company must perform the Inspection Services in compliance with all applicable federal, State and local laws, regulations, ordinances, and other governmental requirements. Such requirements include, but are not limited to: (i) California Education Code Sections 17309 and 17311; (ii) Title 24 of the California Code of Regulations ("CCR") Sections 4-333 and 4-342; and (iii) Interpretation of Regulations ("IR") A-8 and Procedure ("PR") 13-01 published by the DSA. The Inspection Company shall be responsible for ensuring that each Inspector (including, without limitation, each Assistant Inspector) and other Inspection Company Representative fully complies with: (i) all District rules, policies or other requirements applicable to presence on District property (including, but not limited to, policies prohibiting the use of drugs, alcohol, and tobacco); and (ii) reasonable directives from District representatives.

Section 2.9 Inspection Company Records. The Inspection Company must prepare and maintain, in accordance with generally accepted accounting principles, all financial and other records related to this Agreement and to the Inspection Services as are necessary, appropriate and/or required by law ("Inspection Company Records"). The Inspection Company Records shall include, but are not limited to, the "Job File" described in Exhibit B hereto. Pursuant to Government Code Section 8546.7, the State Auditor has the right, for a period of three years following final payment, to review, audit and/or copy records of contracting parties with respect to each contract providing for expenditure of public funds in excess of \$10,000.00. The District, the DSA, the State Allocation Board, the Office of Public School Construction, and other governmental entities with competent jurisdiction also shall hereby have an independent right pursuant to this Agreement, for a period of four years following final payment to the Inspection Company, to review, audit and/or copy the Inspection Company Records. The Inspection Company must make the Inspection Company Records available for inspection by the District, the State, and any other governmental entity with competent jurisdiction, at all reasonable times during the four-year period following final payment to the Inspection Company pursuant to this Agreement; provided that, if the District or any other governmental entity commences, but does not complete, an audit within such four-year period, the Inspection Company must maintain the Inspection Company Records until such time as the audit has been completed.

Section 2.10 Labor Law Requirements. The Inspection Services are a "public work" in accordance with Part 7, Chapter 1, of the California Labor Code ("Labor Code"), Title 8 CCR Section 16000 *et seq.*, and related provisions of law (collectively, the "Labor Laws"). Therefore, the Inspection Company shall: (i) be deemed and construed to know and understand all Labor Laws applicable to the Inspection Services; (ii) be solely responsible and liable for determining whether and to what extent the Labor Laws apply to the Inspection Services; and (iii) prior to commencing performance of the Inspection Services, inform the District as to whether and to what extent the Labor Laws are applicable to the

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Inspection Services so that the District may perform its obligations pursuant to the Labor Laws. Without limiting the foregoing, to the extent the provisions of Exhibit "F" attached to this Agreement are applicable to the Inspection Services, the Inspection Company shall comply with such provisions. If the requirement for registration with the California Department of Industrial Relations ("DIR") described in Sections 5 and 6 of Exhibit F hereto is separately applicable to Inspectors and/or Assistant Inspectors, the Inspection Company must ensure that each Inspector and Assistant Inspector is duly registered with the DIR prior to such person performing any Inspection Services. The Inspection Company shall indemnify, defend and hold-harmless the District as provided herein with respect to any and each failure in connection with the Inspection Services to comply with applicable Labor Laws.

PART 3: INSPECTION COMPANY INSURANCE

Section 3.1 Required Insurance. Prior to commencing any of the Inspection Services, the Inspection Company must procure at its sole cost and expense, and, during all periods as required by this Agreement, must maintain in effect, the following policies of insurance:

(i) **General Liability Insurance.** A policy of commercial general liability insurance, written on an "occurrence" basis, providing coverage with a combined single limit of not less than \$1,000,000 for all activities conducted by Inspection Company pursuant to this Agreement ("General Liability Policy"). The General Liability Policy must include coverage for the contractual liability assumed by the Inspection Company pursuant to this Agreement.

(ii) **Vehicle Liability Insurance.** A policy of business vehicle liability insurance, written on an "occurrence" basis, with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage ("Vehicle Liability Policy"). The Vehicle Liability Policy must include coverage for owned, hired, and non-owned automobiles.

(iii) **Workers' Compensation Insurance.** Workers' compensation insurance as required by State law and employer's liability insurance with coverage in an amount not less than \$1,000,000. Notwithstanding the insurer rating standards set forth in this Agreement, coverage provided by the State Compensation Insurance Fund shall be deemed, with respect to the workers' compensation insurance, to satisfy such insurer rating standards.

(iv) **Professional Liability Insurance.** Professional liability insurance with coverage in an amount of not less than \$1,000,000 ("Professional Liability Policy"), which the District acknowledges shall be written on a "claims made" basis.

Section 3.2 Duration of Insurance. Except as provided in Section 3.3 herein, the Inspection Company must maintain the insurance required pursuant to this Agreement in effect at least until the date that is one year following final payment to the Inspection Company pursuant to this Agreement.

Section 3.3 Professional Liability Insurance. The Professional Liability Policy shall provide coverage for claims that arise from or in connection with the performance of the Inspection Services pursuant to this Agreement. If an aggregate limit applies, and unless the District agrees otherwise: (i) the Professional Liability Policy must provide or be endorsed to provide that not less than \$1,000,000 of any applicable aggregate coverage limit shall be dedicated for and apply specifically to this Agreement and the Inspection Services; and (ii) if any aggregate limit is less than such amount, it must be increased by endorsement or otherwise as necessary to provide such coverage. Prior to commencing the Inspection Services, and, if applicable, upon replacing the original Professional Liability Policy, the

Inspection Company must provide to the District a copy of any and all applicable claims-reporting requirements. Notwithstanding anything to the contrary: (i) the Inspection Company must have the Professional Liability Policy, as described herein, in full force and effect prior to commencing the Inspection Services; (ii) each renewal or replacement of the Professional Liability Policy must have a retroactive date that is prior to the date the Inspection Company commenced the Inspection Services; and (iii) as a condition to final payment to the Inspection Company pursuant to this Agreement, the Inspection Company must maintain the Professional Liability Policy in full force and effect and applicable to claims arising from the Inspection Services, without any gaps in coverage, for a period of at least three years following final payment to the Inspection Company pursuant to this Agreement. If the claims reporting period applicable to the Inspection Services, as specified in or determined pursuant to the Professional Liability Policy, will terminate prior to the end of the three-year period following final payment to the Inspection Company pursuant to this Agreement, then the Inspection Company, at its cost, must obtain and provide satisfactory evidence to the District of: (i) an endorsement to extend the claims reporting period to include whatever will remain of such three-year period; or (ii) a supplemental extended reporting period (i.e., tail) applicable to the Professional Liability Policy as required to provide coverage until the end of such three-year period. Such tail coverage shall be required, for example: (i) if the Inspection Company intends to switch insurance carriers and the prospective new carrier will not agree to cover claims arising from the Inspection Services submitted at any time prior to the end of the three-year period following final payment to the Inspection Company pursuant to this Agreement; (ii) if the Inspection Company's business is to be wound up or otherwise terminated, whether voluntarily or involuntarily; or (iii) when necessary for any other reason to ensure that professional liability insurance applicable to the Inspection Services is in effect at all times required by this Agreement.

Section 3.4 Insurer Rating Standards. Except as the District, in its sole discretion, may approve in writing, in advance, the insurance policies required pursuant to this Agreement must be issued by one or more insurers licensed to do business in the State and having an A.M. Best Company rating of not less than "A-" (A minus) and a financial size category of "VII."

Section 3.5 Additional Insureds. The District, the District Board and each individual member thereof, and the District's other officers, employees, and agents (collectively, the "Additional Insureds"), shall all be included (by means of endorsement) as additional insureds, to the extent of the Inspection Company's acts and omissions (regardless of whether constituting negligence) in connection with this Agreement, on all insurance that the Inspection Company is to have in effect pursuant to this Agreement except the workers' compensation insurance and the Professional Liability Policy. The additional insured endorsements must be ISO form CG 2010 11/85 or an equivalent approved in advance by the District. For purposes of this Section, and without otherwise limiting the District's discretion to determine an equivalent to ISO form CG 2010 11/85, a combination of ISO forms CG 2010 10/01 and CG 2037 10/01 shall be deemed to be an acceptable equivalent to the ISO form CG 2010 11/85.

Section 3.6 Waiver of Subrogation. The Inspection Company hereby waives, on behalf of itself and its insurers, any and all rights to subrogation against the Additional Insureds that any such insurer may acquire through payment of any loss. Each of the General Liability Policy and the Vehicle Liability Policy must be endorsed with a cross-liability endorsement and a waiver of the insurer's rights of subrogation against the Additional Insureds. The policy of workers' compensation insurance must be endorsed with a waiver of the insurer's rights of subrogation against the Additional Insureds.

Section 3.7 Inspection Company Insurance is Primary. To the extent permitted by law, insurance policies required by this Agreement to be maintained by the Inspection Company shall be primary and non-contributing with respect to any insurance or self-insurance programs covering any or

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all of the Additional Insureds. The General Liability Policy and the Vehicle Liability Policy must be endorsed to provide that they are so primary and noncontributory.

Section 3.8 Deductibles and Self-Insured Retentions. Prior to commencing the Inspection Services, the Inspection Company must disclose in writing to the District any deductibles or self-insured retentions applicable to any of the insurance that the Inspection Company must have in effect pursuant to this Agreement. Any such deductibles or self-insured retentions are subject to approval by the District in its reasonable discretion. Upon request of the District, the Inspection Company either: (i) must cause the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to claims arising in connection with this Agreement; or (ii) must provide a financial guarantee satisfactory to the District that guarantees payment of losses and related investigations, claim administration, and defense expenses. The applicable policies of insurance must be endorsed to permit the District to pay or otherwise fund any such deductible or self-insured retention in the event the Inspection Company is the subject of any bankruptcy proceeding (whether voluntary or involuntary) or otherwise is unable to pay such amounts.

Section 3.9 Evidence of Coverage. Prior to commencing the Inspection Services, the Inspection Company must provide to the District such duly authorized and executed certificates of insurance evidencing that the insurance policies to be maintained by the Inspection Company pursuant to this Agreement are in effect (each a "Certificate of Insurance"), together with a copy of each endorsement to such insurance as is required pursuant to this Agreement. The delivery of such Certificates of Insurance and endorsements shall be a condition precedent to the Inspection Company commencing any of the Inspection Services. As applicable, the Certificates of Insurance must identify those who are Additional Insureds in accordance with this Agreement. Not less than thirty days prior to the expiration of any insurance policy that the Inspection Company is required to maintain pursuant to this Agreement, the Inspection Company must provide updated Certificates of Insurance to the District evidencing the renewal of such policy.

Section 3.10 Notice of Change in Policies. Each Certificate of Insurance and corresponding policy of insurance required pursuant to this Agreement must expressly require, or be endorsed to require, that the insurer notify the District not less than thirty days prior to any cancellation, termination, reduction in coverage, or expiration without renewal of any such insurance policy, except for cancellation due to non-payment of premium, in which case the insurer must provide such notice not less than ten days prior to cancellation. Language in any Certificate of Insurance or policy of insurance to the effect that the insurer shall "endeavor" to provide such notice, or to the effect that "failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," shall not be acceptable. In addition, the Inspection Company shall have an independent obligation to provide written notice to the District not less than thirty days prior to any cancellation, termination, reduction in coverage, or expiration without renewal of any such insurance policy, except for cancellation due to non-payment of premium, in which case the Inspection Company must provide such notice not less than ten days prior to cancellation.

Section 3.11 Review of Coverage. The District may at any time request that the Inspection Company provide a full and complete copy of any or all policies of insurance to be maintained by the Inspection Company pursuant to this Agreement, and the Inspection Company must provide a copy of each requested policy to the District within fifteen days of the District's request, regardless of whether any dispute between the Parties is then pending. The District shall review the insurance policies and associated Certificates of Insurance and endorsements to determine whether the Inspection Company's insurance complies with the requirements of this Part 3 or to otherwise determine the scope and extent

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of coverage. However, no failure by the District to conduct such review, to properly or completely conduct such review, or to identify any non-compliance with the requirements of this Part 3, shall be deemed or construed to relieve the Inspection Company from any of its obligations in regard to such requirements. Notwithstanding anything else in this Agreement, any failure by the Inspection Company to comply with the requirements of this Part 3 shall be deemed a material breach by the Inspection Company of its obligations pursuant to this Agreement and not as a waiver of any such requirement.

PART 4: INDEMNIFICATION BY INSPECTION COMPANY

Section 4.1 General Requirement. The Inspection Company shall indemnify and hold-harmless the District, the District Board and each individual member thereof, and the District's other officers, employees and agents (collectively, not including the District, the "District Agents"), and each of them, against and from any and all claims, demands, actions, judgments, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses) and other liabilities that arise from: (i) the acts and omissions (regardless of whether any such act or omission constitutes negligence) of the Inspection Company or its officers, employees, or agents (collectively, not including the Inspection Company, the "Inspection Company Agents") in connection with this Agreement; or (ii) the bodily injury (including death) of any person or the damage to any property in connection with the acts or omissions of the Inspection Company or any of the Inspection Company Agents in connection with this Agreement. The scope of the foregoing shall include, without limitation, any disputes of any nature between Inspection Company and any of the Inspection Company Agents. For purposes of this Section, the District's architect or, if applicable, engineer shall not be deemed or construed to be a District Agent.

Section 4.2 Defense of District. The Inspection Company, at its cost and expense, must defend the District with respect to any claim, demand, or action that is within the scope of the Inspection Company's indemnification obligation pursuant to Section 4.1 of this Agreement. Any defense of the District and/or any of the District Agents conducted pursuant to this Agreement must be conducted by qualified and appropriately experienced legal counsel reasonably acceptable to the District, but selected and retained by the Inspection Company at no cost to the District or any of the District Agents.

Section 4.3 Limitation on Inspection Company Obligations. The Inspection Company shall not be obligated pursuant to Sections 4.1 and 4.2 of this Agreement to the extent any claim, demand, action, judgment, damage, loss, cost or expense, or other liability results from the active negligence, sole negligence, or willful misconduct of the District or any of the District Agents. In each such event, the Parties shall be responsible and liable on a comparative basis.

Section 4.4 Notice of Potential Liabilities. The District shall promptly provide written notice to the Inspection Company of any liabilities for which the Inspection Company may be responsible pursuant to this Part 4, and, to the extent reasonable and at the Inspection Company's cost, the District shall cooperate with the Inspection Company in regard to the performance of its obligations pursuant to this Part 4.

Section 4.5 Payment of Costs. The Inspection Company shall reimburse to the District or, upon request of the District, the Inspection Company shall directly pay, any and all costs, expenses, penalties, judgments, settlements, and other amounts paid or owed by the District that are payable by the Inspection Company pursuant to the indemnity provisions of this Agreement. The Inspection Company must pay each such amount not later than when the amount is due or within thirty days of receipt of a written invoice from the District requesting payment. Any late payments by the Inspection Company shall accrue interest at the maximum legal rate.

Section 4.6 Insurance Not a Limitation. The obligations of the Inspection Company pursuant to this Part 4 shall not be deemed or construed to be: (i) conditioned upon or in any other manner limited by the existence of any insurance maintained by a Party or other person or entity; or (ii) conditioned upon the receipt by any person or entity of, or limited to the amount of, any insurance coverage or proceeds.

Section 4.7 Survival of Obligations. With respect to any and all acts, omissions or incidents occurring prior to termination of this Agreement, the Inspection Company's obligations pursuant to this Part 4 shall survive termination of this Agreement, regardless of whether the Inspection Company has then completed all of the Inspection Services.

PART 5: TERMINATION OF AGREEMENT AND INSPECTION SERVICES

Section 5.1 Termination Events. Unless this Agreement is terminated earlier in accordance with this Part 5, this Agreement shall automatically terminate upon the first to occur of:

- (i) the DSA does not authorize the Inspection Company or such Inspector(s) as are needed to provide the Inspection Services required by this Agreement or as necessary for the Project;
- (ii) funding that the District determined must be received in order to construct the Project is not approved, apportioned, allocated or otherwise available or forthcoming, and the District gives written notice to the Inspection Company that this Agreement has been terminated for that reason;
- (iii) prior to completion of the Project, the District suspends indefinitely or abandons the Project, and the District gives written notice to the Inspection Company that this Agreement has been terminated for that reason; or
- (iv) the construction of the Project has been completed and the Inspection Company has completed all of the Inspection Services required by this Agreement (including, without limitation, any services related to close-out of the Project).

Section 5.2 District Termination for Convenience. Notwithstanding anything to the contrary, the District, without need for cause but subject to DSA requirements, may terminate this Agreement, with respect to some or all of the Inspection Services, by providing written notice of termination to the Inspection Company. Subject to DSA requirements, the termination shall be effective immediately upon receipt of the notice of termination by the Inspection Company.

Section 5.3 District Termination for Breach of Warranties. If the District at any time determines that any of the representations and/or warranties of the Inspection Company set forth in this Agreement are materially untrue or incorrect, then, subject to applicable DSA requirements, the District shall have the right to terminate this Agreement immediately and without liability (including, without limitation, any liability for paying any further compensation to the Inspection Company), and the Inspection Company shall be liable to the District for all costs, expenses, and damages arising therefrom. The Inspection Company's representations and warranties pursuant to this Agreement shall survive termination of this Agreement, regardless of whether at such time the Inspection Company has fully completed all Inspection Services.

Section 5.4 District Termination for Cause. In addition to other termination rights it may have pursuant to this Agreement, the District may give the Inspection Company written notice of the District's intent to terminate this Agreement for cause if the District reasonably determines that the Inspection Company has failed to perform some or all of the Inspection Services in a satisfactory and timely manner, or if the Inspection Company otherwise has breached any of its obligations pursuant to this Agreement. The Inspection Company must cure such failure or breach, or make arrangements satisfactory to the District for cure of such failure or breach, within the time permitted pursuant to Section 6.1 herein and, if the Inspection Company does not, then, subject to applicable DSA requirements, the District may terminate this Agreement by giving written notice of termination to the Inspection Company, and the termination shall be effective immediately upon receipt of the notice of termination by the Inspection Company. Nothing in this Agreement shall be deemed or construed as a waiver by the Inspection Company of any rights it may have in regard to a wrongful termination by the District.

Section 5.5 Inspection Company Termination for Cause. The Inspection Company may give the District written notice of the Inspection Company's intent to terminate this Agreement for cause if the Inspection Company reasonably determines that the District has breached any of its material obligations pursuant to this Agreement. The District must cure such breach, or make arrangements satisfactory to the Inspection Company for cure of such breach, within the time permitted pursuant to Section 6.1 herein and, if the District does not, the Inspection Company may terminate this Agreement by giving written notice of termination to the District, and the termination shall be effective immediately upon receipt of the notice of termination by the District. Nothing in this Agreement shall be deemed or construed as a waiver by the District of any rights it may have in regard to a wrongful termination by the Inspection Company.

Section 5.6 Compensation to Inspection Company Upon Termination. Subject to all other provisions of this Agreement, in the event this Agreement is terminated in accordance with this Part 5, the District shall compensate the Inspection Company for the Inspection Services that the Inspection Company satisfactorily performed prior to termination, consistent with Sections 1.5, 1.6 and 1.7, inclusive, herein and Exhibit D hereto. However, in no event shall the Inspection Company be entitled to recover any compensation, overhead, profit, consequential damages, or other amounts attributable to any unperformed portion of the Inspection Services or the termination of same. The foregoing shall not be deemed or construed to constitute a waiver or release of any damages that a Party incurs as a result of a breach by the other Party, and each Party shall be entitled to offset any and all such damages from amounts otherwise payable to the other Party pursuant to this Agreement.

Section 5.7 Survival of Obligations. The Parties' respective rights and obligations pursuant to this Part 5 shall survive termination of this Agreement.

PART 6: DISPUTE RESOLUTION

Section 6.1 Notice and Opportunity to Cure. If either one of the Parties ("Alleging Party") alleges that the other Party ("Defaulting Party") has breached any of its obligations pursuant to this Agreement, the Alleging Party may provide written notice thereof to the Defaulting Party, specifying in reasonable detail the nature and extent of the alleged default ("Notice of Default"). If the Defaulting Party has not, within twenty days after receipt of the Notice of Default, cured the alleged default or made arrangements for cure of the alleged default that are satisfactory to the Alleging Party in its sole discretion, the Alleging Party may initiate the dispute resolution process described in Section 6.2 herein. The giving of a Notice of Default and allowing the period for cure of the alleged default in accordance with this Section 6.1 shall be a condition precedent to the Alleging Party exercising any available remedy

in response to the alleged default. Nothing shall be construed to prohibit the Defaulting Party from disputing that a default has occurred. Neither the giving of any Notice of Default, nor the initiation by the Alleging Party of any dispute resolution in connection with the alleged default, shall by itself operate to terminate this Agreement.

Section 6.2 Informal Attempts at Dispute Resolution. If a dispute between the Parties arises out of or relates to this Agreement ("Dispute"), the Parties shall attempt as provided in this Section to resolve the Dispute as quickly and as amicably as possible, including, without limitation, any Disputes as to the meaning of any provision of this Agreement, the validity of any determination or calculation required pursuant to this Agreement, or the rights or obligations of the Parties pursuant to this Agreement. If the Dispute does not relate to an alleged default or is not of such nature that a Party may give a Notice of Default, then the Party alleging the Dispute shall give to the other Party a written notice of the Dispute ("Notice of Dispute"). Within a reasonable time, not in excess of fourteen calendar days, after receipt of either a Notice of Default or a Notice of Dispute, the Parties shall commence attempts to informally resolve the Dispute as required pursuant to this Section. Such attempts shall include good-faith, reasonable, and diligent efforts by both Parties to communicate and, if possible, to reconcile or compromise their respective positions. The participation by a Party in such attempts to informally resolve a Dispute shall be a condition precedent to such Party exercising any available remedy in response to the Dispute. If, after diligently making the attempts required pursuant to this Section for at least twenty calendar days, the Parties cannot resolve a Dispute, either Party may give written notice to the other Party that the attempts have been unavailing and, therefore, have been terminated effective upon receipt of that notice by the other Party.

Section 6.3 Exercise of Available Remedies. If attempts to resolve a Dispute pursuant to Section 6.2 herein are terminated without the Dispute having been resolved to the satisfaction of either Party, a Party may initiate any legal or equitable action or other proceeding in response to the Dispute that is available pursuant to this Agreement and applicable law. In addition, however, if a Party fails to respond to a request for, or fails to participate in good faith in, efforts to resolve a Dispute pursuant to Section 6.2 herein, the other Party, in its discretion and without needing to further comply with Section 6.2 herein, may initiate any legal or equitable action or other proceeding in response to the Dispute that is available pursuant to this Agreement and applicable law. However, in any case in which a Notice of Default has been provided pursuant to Section 6.1 herein, no such legal or equitable action may be initiated until the applicable period specified in Section 6.1 herein for cure of the alleged default has expired without the Defaulting Party having cured the alleged default.

Section 6.4 Performance During Disputes. At all times while any Dispute is pending, each Party shall continue to fully perform its obligations pursuant to this Agreement. Notwithstanding the foregoing, a Party shall not be responsible for continued performance of its obligations pursuant to this Agreement to the extent a default or alleged default by the other Party makes such performance impossible or patently unreasonable.

Section 6.5 Remedies Not Limited. In connection with any Dispute, and except as expressly provided in this Agreement, each Party may exercise any or all rights and remedies available pursuant to this Agreement and applicable law. No such available remedy shall be deemed or construed to be exclusive, and a Party may exercise any available remedy individually or in combination with any other available remedies.

PART 7: GIVING OF NOTICE

Section 7.1 General Requirements. Any and all demands and notices required or permitted to be given pursuant to this Agreement (each a "Notice") must be in writing and must be given or served in accordance with this Part 7.

Section 7.2 Methods of Delivery. Each Notice must be sent via: (i) personal delivery (with name and signature of the person accepting delivery on an electronic or other delivery receipt); (ii) registered or certified U.S. mail (postage pre-paid and return receipt requested); (iii) FedEx, UPS or other reliable, private delivery service (with delivery charge prepaid or payable by sender, and name and signature of recipient obtained on electronic or other delivery receipt); or (iv) email transmission (with original of the Notice deposited into the U.S. mail, first-class postage prepaid, within twelve hours after transmission). Neither Party shall unreasonably refuse to accept delivery of any Notice in an attempt to avoid the giving or service of the Notice, and any such refusal by a Party shall be deemed and construed as a material breach of such Party's obligations pursuant to this Agreement.

Section 7.3 Persons to Whom Notices Must be Sent. Notices given to the Inspection Company must be addressed and delivered to the Inspection Company Representative specified in Exhibit E hereto. Notices given to the District must be addressed and delivered to the District's representative specified in Exhibit E hereto. If a Party's address, person to whom attention should be directed, or email address changes from what is specified in Exhibit E hereto, the Party shall inform the other Party of such change by giving Notice in accordance with this Part 7.

Section 7.4 Conditions for Giving Notice by Email. As an additional condition to sending a Notice by email, the subject (or "re") line must indicate that it is a "Notice Pursuant to Agreement for Inspection Services." Because email addresses are subject to change more frequently than physical addresses, if a Notice is to be sent by email, and unless the sender has actual knowledge of the then-current correct email address of each intended recipient, the sender must call and verify the then-current email address of each intended recipient prior to sending the Notice, or must use some other method of delivering the Notice.

Section 7.5 Effect of Receipt. A Notice shall be deemed given or served only upon actual receipt by the addressee. In the case of email, "actual receipt" shall mean delivery to the recipient's email in-box. However, if any Notice (including, without limitation, any Notice sent by email) is delivered after 4:00 p.m. on any business day, or is delivered on any day that is not a business day, the Notice shall be deemed to have been given or served as of 9:00 a.m. on the next subsequent business day.

Section 7.6 Applicability of Notice Requirements. The requirements of this Part 7 shall not be deemed or construed to apply to: (i) communications between the District and/or the Inspection Company necessary for day-to-day administration of this Agreement or performance of the Inspection Services; or (ii) service of process in accordance with any applicable law or court rule.

PART 8: INTERPRETATION OF AGREEMENT

Section 8.1 Fair and Reasonable Interpretations. Prior to execution and delivery of this Agreement, each Party has received, or had unqualified opportunities to receive, independent legal advice from its legal counsel with respect to the advisability of executing this Agreement and the meaning of the provisions herein. Therefore, the provisions of this Agreement shall be construed based on their fair and reasonable meaning, and not for or against any Party based on whether such Party or its legal counsel was primarily responsible for drafting this Agreement or any particular provision herein.

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Section 8.2 Headings and Captions. The headings and captions set forth in this Agreement are for the convenience of the reader only and shall not be deemed or construed to establish, define or limit the meaning of any Part, Section, or other provision herein.

Section 8.3 Recitals and Exhibits. Each Recital set forth herein and each Exhibit referenced herein and attached hereto is hereby incorporated as an effective and operative provision of this Agreement.

Section 8.4 Meaning of "Days." Except as expressly provided in this Agreement in any particular case, each reference in this Agreement to a specific number of days shall be construed to mean consecutive calendar days, not business days. For purposes of this Agreement, the term "business day" means any day that is not: (i) a Saturday or Sunday; (ii) an official federal or State holiday; or (iii) with respect to the District's administrative staff, a furlough day mandated by the State or the District Board.

Section 8.5 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties pertaining to the performance of the Inspection Services by the Inspection Company, and any and all prior and contemporaneous agreements, representations, and understandings of the Parties relating to such subject matter, whether oral or written, are hereby superseded and replaced.

Section 8.6 Modifications of Agreement. This Agreement may be modified only by means of duly approved written agreement executed and delivered by both Parties.

Section 8.7 Waiver. A waiver by a Party of any provision of this Agreement shall be binding only if the waiver is set forth in writing and has been duly approved and signed by the waiving Party. Unless so specified in the written waiver, a waiver by a Party of any provision of this Agreement shall not constitute a waiver of any other provision(s) herein, similar or not, and shall not be construed as a continuing waiver. Except as waived in accordance with this Section, neither the failure by a Party at any time to require performance of any requirement of this Agreement, nor any forbearance or indulgence by that Party in regard to such requirement, shall in any manner affect the Party's right at a later time to enforce the same or any other provision of this Agreement.

Section 8.8 Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State, notwithstanding any conflict-of-law, choice-of-law, or other provision in the laws of the State or other jurisdiction. Any action, arbitration, or other proceeding arising from this Agreement shall be initiated and conducted only in the County of San Diego, California.

Section 8.9 Correct Legal Requirements Deemed Included. Each and every provision required by any applicable law to be set forth in or incorporated into this Agreement is hereby deemed to be so set forth or incorporated, and this Agreement shall be construed and enforced as if all such provisions are so set forth and incorporated. If, for any reason, any provision required by any applicable law to be expressly set forth or incorporated herein is not, or is not correctly, set forth or incorporated herein, then, upon request of either Party, the Parties shall amend this Agreement to set forth or incorporate, or to correctly set forth or incorporate, such provision.

Section 8.10 Severability. If a court of competent jurisdiction determines that any provision or requirement of this Agreement is invalid or unenforceable, then, regardless of the reason for such

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determination, the court's determination shall not be deemed or construed to invalidate or render unenforceable any other provision or requirement of this Agreement. In such event, the provisions and requirements that are not the subject of the court's determination shall be interpreted, to the extent permitted by law, in a manner that is consistent with the intent and purpose underlying the invalid or unenforceable provision or requirement. Likewise, if a court of competent jurisdiction determines that any provision or requirement of this Agreement is invalid or unenforceable as applied to a specific person or entity, such determination shall not affect the applicability of such provision or requirement to other persons or entities. In such event, the provisions and requirements that are not the subject of the court's determination shall be interpreted, to the extent permitted by law, in a manner that is consistent with the intent and purpose underlying the inapplicable provision or requirement.

Section 8.11 Successors and Assigns. The Inspection Services shall be deemed and construed to constitute professional services. Therefore, the Inspection Company may not assign this Agreement without the express written consent of the District, and any attempt to do so shall be null and void. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding on, the Parties' authorized successors and assigns.

Section 8.12 No Third-Party Beneficiaries. The Parties have entered into this Agreement solely for their own purposes and benefit, and, except to the extent provided by law, this Agreement shall not be deemed or construed to: (i) benefit any third party; (ii) create any right for any third party; or (iii) provide a basis for any claim, demand, action, or other proceeding by any third party.

Section 8.13 Agreement is Public Record. Notwithstanding anything in any proposal or any discussions or writings relating hereto: (i) nothing in this Agreement shall be deemed or construed to constitute confidential information; and (ii) this Agreement is a public record which the District may disclose in accordance with State law or otherwise.

(The remainder of this page intentionally left blank.)

PART 9: EXECUTION OF AGREEMENT

Section 9.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Agreement having original signatures of both Parties.

Section 9.2 Due Authority. Each person signing this Agreement on behalf of a Party represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to, this Agreement.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as evidenced by their signatures below.

Lakeside Union School District

By: _____
Lisa Davis, Assistant Superintendent

Blue Coast consulting

By: _____
Print Name: Jason Maletic
Print Title: President

District Board Approved on: _____, 2022

Fed. Tax ID No: 20-5120479

EXHIBIT "A"
Description of Project and Anticipated Project Schedule

See Blue Coast Proposal Attached.

EXHIBIT "B"
Scope of Services

The Inspection Services to be provided in connection with the Project shall include, as applicable, the duties set forth in this Exhibit B. However, the Inspection Services shall be subject to all applicable rules, regulations, PRs, IRs, and other directives of the DSA, as those may be amended from time to time (collectively, "DSA Regulations"). Therefore, to the extent of a conflict between any provision of the DSA Regulations or applicable law and this Exhibit B, the DSA Regulations or applicable law shall govern over this Exhibit B.

A. **Inspector Duties Generally.** Without limiting anything else in this Exhibit B, the Inspector's responsibilities generally shall include, without limitation:

- (i) Obtain, review and develop a thorough understanding of the construction-related documents for the Project approved by the DSA, including, without limitation, the plans, specifications, addenda, construction change documents, and deferred submittals (collectively, "DSA Approved Documents"), the contract(s) providing for construction of the Project, and the other construction-related documents for the Project;
- (ii) Obtain a copy of the DSA-approved Form DSA 103 (i.e., Listing of Structural Tests and Special Inspections) from the architect (or, if applicable, engineer) in general responsible charge of the Project design ("Design Professional") prior to commencement of construction on the Project;
- (iii) Meet with the District, Design Professional, construction manager (if any), and contractor(s) on an ongoing basis as needed to mutually communicate and understand the testing and inspection program and the methods of communication appropriate for the Project;
- (iv) Meet with the "Laboratory of Record" to mutually communicate and understand the testing and inspection program and methods of communication appropriate for the Project;
- (v) Ensure that the correct quantity of project inspection cards (Form DSA 152) is issued for the Project, and have in possession all necessary Forms DSA 152 before commencement of construction of the Project;
- (vi) Keep and maintain on the Project Site, at all times that work on the Project is progressing, all codes and documents referred to in the plans and specifications for the Project;
- (vii) Comply with all DSA requirements relating to inspections set forth in the DSA Regulations, including, but not limited to, the requirements set forth in the DSA 152 Inspection Card Manual, DSA IR A-8, and DSA PR 13-01;
- (viii) Provide personal, competent, adequate and continuous inspections of all aspects of the construction of the Project, consistent with accepted industry practices and in compliance with all federal, State, and local laws and ordinances applicable to the Project;

- (ix) Inspect all portions of the construction of the Project for compliance with the requirements of the DSA Approved Documents, this Agreement, and the applicable construction contract(s);
- (x) Using the DSA 152 Inspection Card Manual as a reference, ensure each necessary test and inspection has been completed and that necessary documents are in the Job File (defined in Paragraph S, below) before approving or otherwise signing off on the applicable block and section of the Form DSA 152;
- (xi) Provide "special inspection" of aspects of the construction as allocated to the Inspector on the applicable Form DSA 103, as required by Volume 2, Chapter 17A of the California Building Code ("CBC"), or as required by other applicable provisions of the CBC and/or DSA Regulations;
- (xii) Immediately notify the DSA Regional Office with applicable construction oversight authority, by telephone or electronically, if: (1) construction on the Project commences without all required Forms DSA 152 in the possession of the Inspector; or (2) applicable blocks/sections of Forms DSA 152 have not been signed off by the Inspector and the contractor proceeds with a subsequent construction activity that will conceal such unapproved work;
- (xiii) Complete and submit verified Form DSA 6-PI (and/or Form DSA 6-PI +211) reports, noting any outstanding deviations in the construction of the Project from the DSA Approved Documents; and
- (xiv) Inform the Design Professional, as required by DSA IR-A6, when changes to the DSA Approved Documents require DSA approval.

B. Relationship to Design Professional and DSA. The Inspector shall act under the direction of the Design Professional. However, the Inspector shall be responsible to the DSA with respect to enforcement of the DSA Approved Documents. To the extent any Project documentation requires action by the Design Professional, the Inspector shall promptly provide such documents to the Design Professional with a request for such action.

C. Interpretation of Construction-Related Documents. The Inspector shall promptly report in writing to the Design Professional, the District and, if applicable, the construction manager, any inconsistencies, errors or uncertainties in the DSA Approved Documents or other construction-related documents that the Inspector perceives, and, in each such case, shall request that the Design Professional provide an applicable interpretation or instruction. However, the Inspector must not allow work to be performed based on the Design Professional's interpretation or instruction if such work would not conform with the then-current DSA Approved Documents.

D. Performance of Work. The Inspector shall not perform any of the actual work to construct the Project, including, but not limited to: (i) constructing any portion of the Project; (ii) ordering or purchasing materials; (iii) except as relates to inspection and correction of work, directing the work of the contractor, subcontractor, volunteer labor, or any other entity performing construction work on the Project; (iv) coordinating or scheduling the work on the Project; or (v) performing "quality control" of construction.

E. DSA Notifications. The Inspector shall provide all notices to DSA as are required by Title 24 CCR Section 4-342(b)(5) and DSA Form 151, including, as applicable: (i) upon commencement of the Project; (ii) at least forty-eight hours prior to foundation trenches being completed and ready for footing forms; (iii) at least forty-eight hours prior to first placement of foundation concrete; (iv) at least twenty-four hours prior to any other significant concrete placement; (v) when work on the Project has been suspended for more than one month; and (vi) upon recommencement of work if work on the Project has been suspended for more than one month. The Inspector shall provide such notices electronically to DSA using Form DSA 151. The Inspector also shall be responsible for entering the "Card Start Date" on the applicable Form(s) DSA 152.

F. Continuous Inspections. The Inspector must have actual personal knowledge of the on-going construction of the Project, as required by Education Code Section 17309, obtained from the Inspector's personal and continuous inspection of the work at all stages of the Project. For work performed at locations other than the Project Site, the Inspector, to the extent permitted by law and DSA requirements, may obtain such personal knowledge through the reporting by others regarding the testing or inspection of materials and workmanship for compliance with the DSA Approved Documents and/or other applicable standards. For purposes of the foregoing, "continuous inspection" means complete and timely inspections of every part of the construction of the Project, as the work progresses.

G. Monitoring of Materials Testing and Special Inspection Program. The Inspector shall be responsible, under the direction of the Design Professional, for monitoring the work of any special inspectors and materials testing laboratories to ensure that all materials testing and special inspections required for the Project are satisfactorily completed in accordance with the DSA Approved Documents. Without limiting the foregoing, the Inspector shall:

- (i) Identify and report any special inspectors on the Project Site that are not DSA-approved;
- (ii) Confirm that the materials testing laboratory is included on the list of DSA accepted testing laboratories published on the DSA website, and that all sampling and testing is performed by the testing laboratory;
- (iii) Confirm that the materials testing lab and special inspectors have in each case received sufficient advance notice to perform the required material sampling or special instruction;
- (iv) Confirm that all required material sampling and special inspections have been performed, including without limitation, necessary observation of any special inspector's on-site presence and performance of duties, review of the special inspector's documentation of complying and non-complying work, and the issuance of deviation notices; and
- (v) Review all materials tests and special inspection reports, and report on the Semi-Monthly Reports the status and resolution of deviations reported by any materials testing lab or special inspector.

H. Approval of Form DSA 152. The Inspector shall sign-off on applicable blocks and sections of each Form DSA 152 when: (i) the completed work is in compliance with the DSA Approved Documents; (ii) all necessary testing and inspections are complete; (iii) any deviations from the DSA Approved Documents have been resolved; (iv) any DSA field trip note issues have been resolved; and (v) the Inspector has received all related and necessary documentation. The Inspector shall enter "NA" and initial any block or section that is not applicable to the construction of the Project.

I. Pay Requests. Inspector shall review all contractor pay applications and determine whether, in the Inspector's opinion, the amount(s) sought by the contractor are appropriate and correct. The Inspector shall evidence its approval of pay applications by signing the appropriate space on the pay application.

J. Project Delays. Inspector shall be aware of the construction schedule, progress toward meeting such schedule, and any conditions or situations that might result in a delay in completion of the Project. Upon observing any and each such condition or situation, Inspector must immediately report the condition or situation to the Design Professional, the District and, if applicable, the construction manager. If such report initially is made verbally, the Inspector must confirm the report in writing to such recipients within one business day of observing the condition or situation.

K. Occupancy of Facility. In the event the District intends to occupy any portion of the Project prior to substantial completion of the entire Project, the Inspector must assist as a liaison between the contractor on one hand, and the District, Design Professional, and, if applicable, construction manager on the other hand, with respect to incomplete items and the general conditions of areas to be so occupied by the District.

L. As Built Drawings. Inspector shall review and verify the adequacy and accuracy of as-built drawings prepared by the contractor(s) in accordance with the construction contract(s), and shall determine whether such as-built drawings are periodically updated by the contractor(s) as required by the construction contract(s).

M. Punch List Items. Upon substantial completion of the Project and such other times as may be provided by the construction contract(s), the Inspector shall check each punch list item to ensure that it is corrected in accordance with, as applicable, the DSA Approved Documents, plans and specifications, and the construction contract(s).

N. Inspector's Daily Reports. The Inspector shall prepare detailed daily reports regarding the progress of the work on the Project, the conditions of the Project Site, the personnel present on the Project Site, deviations and other issues that arise in connection with the work on the Project, and other information relevant to the Project (each a "Daily Report"). The Inspector shall provide copies of each Daily Report to the District, the Design Professional and, if applicable, the construction manager.

O. Inspector's Semi-Monthly Reports. The Inspector shall prepare detailed semi-monthly reports relating to the Project as required by Title 24 CCR Section 4-342 and using DSA Form 155 (each a "Semi-Monthly Report"). Unless otherwise required by law or any DSA Regulation, the Inspector must submit Semi-Monthly Reports to the Design Professional on the 1st and 16th day of each month as provided by DSA IR A-8. The Inspector must provide copies of

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each Semi-Monthly Report, electronically unless required otherwise, to the DSA, the District and, if applicable, the construction manager. Notwithstanding the foregoing, if the Project is limited to single-story relocatable buildings, then, at the discretion of the Design Professional, the Inspector may submit a Form DSA 121 (*Checklist for Site Inspection of Relocatable Buildings*) in lieu of a Semi-Monthly Report.

P. Notice of Deviation. In the event work on the Project deviates from applicable requirements, the Inspector shall verbally notify the contractor that performed such work of the deviation and request that the deviation be immediately corrected. In the event the contractor fails to immediately correct any non-conforming work, the Inspector shall promptly issue a written notice of deviation to the contractor using DSA Form 154. The Inspector shall provide copies of each such notice of deviation, electronically unless required otherwise, to the DSA, the Design Professional, the District and, if applicable, the construction manager. The Inspector must document the status and resolution of all deviations in the Semi-Monthly Reports.

Q. Reporting Related to Stoppage. The Inspector shall comply with any specific instructions from DSA for additional reporting, oversight of construction or other requirement in connection with a documented non-compliant condition that causes, or results in, a work stoppage. Such work stoppages may include, without limitation, stoppages arising from a Request for District/Owner to Stop Work, a Stop Work Order, or an Order to Comply described in DSA IR A-13.

R. Verified Reports. Consistent with the requirements of Title 24 CCR Section 4-336, the Inspector shall prepare verified reports using Form DSA 6-PI, Form DSA 152 and/or other forms as appropriate (each a "Verified Report"). The Inspector must submit each Verified Report, electronically unless otherwise required, to the DSA, the Design Professional, the District and, if applicable, the construction manager. In addition to any other applicable requirements, the Inspector must prepare and submit a Verified Report in each of the following situations:

- (i) Work on the Project is suspended for more than one month;
- (ii) The Inspector is terminated for any reason prior to the completion of the Project, and termination is not a result of a work stoppage;
- (iii) The DSA requests a Verified Report;
- (iv) The District occupies any building involved in a Project before the completion of the entire DSA approved scope of work for the Project; and
- (v) The Project has been "substantially completed," which, for such purposes, shall mean that the Project is sufficiently complete in accordance with the DSA Approved Documents to permit the District to occupy or use the Project for its intended purposes, as determined by the District and the Design Professional.

S. Job File. The Inspector shall create and maintain a file containing the DSA Approved Documents and other construction- and Project-related documents, including, but not limited to, complete and accurate records of the testing and inspections conducted in connection with the Project ("Job File"). The Job File must include all records required by DSA IR A-8 and DSA Procedure 13-01. Consistent with DSA requirements, the Inspector may maintain

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the Job File in an electronic format and, to the extent permissible, may maintain the Job File within the DSA's electronic database. The Inspector must: (i) maintain the Job File in a logical and organized manner, using appropriate folders, labels, *et cetera*; (ii) make the Job File accessible at the Project Site at all times that work on the Project is progressing; (iii) make the Job File available to DSA during any site visits by DSA; and (iv) make the Job File available to the District and/or its consultants upon request of the District.

Without limiting the foregoing, the Inspector must make a copy of the Job File available to the DSA upon request of the DSA, and must submit such portion of the Job File as required by Section 2.1 of DSA IR A-8 to the DSA, if and when: (i) this Agreement and/or the Inspection Services are, for any reason, terminated prior to completion of the Project; (ii) all work associated with construction of the Project has been substantially completed; and (iii) work on the Project has been suspended for more than one year.

Upon completion of the close-out of the Project or within sixty days following final completion of the construction, whichever occurs first, the Inspector must provide a copy of the Job File to the District for its permanent records. At any time thereafter, if the Inspector intends to destroy the Job File and/or related documentation, the Inspector must provide written notice of such intent to the District. If, within sixty days following receipt of such notice, the District so requests, the Inspector shall deliver all such records to the District in lieu of destroying them.

T. Required Records. Without limiting anything else in this Exhibit B, the Job File shall include records relating to the following: (i) the date and time of each placement of concrete, and the date and time of each removal of forms; (ii) the identification marks of welders, lists of defective welds, manner of correction of defects, and any other information relevant thereto; and (iii) the date(s) and time(s) when piles are driven for foundations, including, without limitation, penetration resulting from the last ten blows for each pile.

EXHIBIT "C"
Designated Inspector(s)

A. Designated Inspector (Primary)

Name of Designated Inspector: Fernando Cardenas

Project Inspector Class (or type): DSA CLASS 1

Certification No.: 1610

Certification Expiration Date: 9/25/2023

EXHIBIT "D"
Inspection Company Compensation

In exchange for full and satisfactory performance of all Inspection Services, the District shall compensate the Inspection Company as provided below in this Exhibit D. Such compensation shall be deemed and construed to be all-inclusive, full and final compensation to the Inspection Company for the Inspection Services provided, and shall include any and all overhead, profit and other amounts potentially payable to the Inspection Company for the Inspection Services. Subject to the foregoing, the District shall pay to the Inspection Company: Fee Based with Not to Exceed

A fee based on the rate of \$ _110_ per hour, not to exceed a total of \$ _117,920.00_ for full and final completion of all Inspection Services required pursuant to this Agreement. See schedule of fees in Blue Coast Proposal (Addendum A)

EXHIBIT "E"
Inspection Company and District Representatives

Inspection Company

For purposes of both Section 2.3 (i.e., designating the Inspection Company Representative) and Part 7 of the main body of this Agreement (i.e., Notices), the Inspection Company Representative and his or her contact information, is as follows:

Blue Coast consulting
Attn: Erica Blanco
2658 Del Mar Heights Road, Suite 516
Del Mar, Ca 92014
Email: erica@bluecoastca.com

District

For purposes of Part 7 of the main body of this Agreement (i.e., Notices), the District representatives and their respective contact information are identified below. A copy of each Notice given to the District must be sent to both of the District representatives as follows:

Lakeside Union School District
Attn: Lisa Davis, Assistant Superintendent
12335 Woodside Ave.
Lakeside, CA 92040
Email: lisa.davis@lsusd.net

Lakeside Union School District
Attn: Todd Owens, Director of Maintenance
12335 Woodside Ave.
Lakeside, CA 92040
Email: towens@lsusd.net

The District representatives, for purposes of administration of this Agreement and the Program Management Services, are as follows:

Name and Title (Primary): Todd Owens, Director of Maintenance, Operations and Transportation, is the primary District contact person with respect to administration of this Agreement.

Name and Title (Secondary): Lisa Davis, Assistant Superintendent, is the secondary District contact person in the event the primary contact is unavailable or in other extraordinary circumstances.

EXHIBIT "F"
Labor Code Requirements

1. Applicability of Requirements. As provided in Section 2.10 of the main body of this Agreement, the requirements of this Exhibit F shall apply only if and to the extent the Inspection Services are subject to the Labor Laws. Despite the fact that the provisions of this Exhibit F are set forth in mandatory terms, the Inspection Company shall: (i) determine whether and to what extent the Labor Laws apply to the Inspection Services; and (ii) inform the District as to whether and to what extent the Labor Laws are applicable to the Inspection Services.

2. Compliance with Labor Code Requirements. The Project is a "public works project" as defined in the Labor Laws. The Inspection Company must be, and shall be deemed and construed to be, aware of and understand the requirements of the Labor Laws, including, without limitation, those that require the payment of prevailing wage rates and registration with the DIR. The Inspection Company hereby acknowledges that the Project will be subject to compliance monitoring and enforcement by the DIR. The Inspection Company, at no additional cost to the District, must: (i) comply with any and all requirements of the Labor Laws, including, without limitation, requirements for payment of "prevailing wages," inspection and submittal (electronically, as required) of payroll records, interviews of worker(s), *et cetera* as are applicable to the Inspection Services; (ii) ensure that any and all Inspectors and Assistant Inspectors are aware of and comply with applicable provisions of the Labor Laws; (iii) with respect to Labor Laws compliance matters, cooperate with the DIR, the District and other entities with competent jurisdiction; and (iv) post all job-site notices required by law in connection with the Inspection Services, including, without limitation, postings required by DIR regulations. An inspection company or inspector that has been debarred in accordance with the Labor Code, including, without limitation, pursuant to Sections 1777.1 or 1777.7, is not eligible to bid on, perform, or contract to perform any portion of the Inspection Services. Wage rates shall be in accordance with the general prevailing rates of per-diem wages determined by the Director of Industrial Relations pursuant to Labor Code Section 1770. Wage rates shall conform to those on file at the District's principal office and posted at the Project Site. The District will withhold payment to the Inspection Company necessary to satisfy civil wage and penalty assessment issued by the Labor Commissioner. The following Labor Code sections are by this reference incorporated into and are a fully operative part of the Agreement, and the Inspection Company shall be solely responsible for compliance therewith:

- (i) Section 1735 (Anti-Discrimination Requirements);
- (ii) Section 1775 (Penalty for Prevailing Wage Rate Violations);
- (iii) Section 1776 (Payroll Records);
- (iv) Sections 1777.5, 1777.6 and 1777.7 (Apprenticeship Requirements);
- (v) Sections 1810 through 1812 (Working Hour Restrictions);
- (vi) Sections 1813 and 1814 (Penalty for Failure to Pay Overtime); and
- (vii) Section 1815 (Overtime Pay).

3. Requirements for Payroll Records. The Inspection Company must comply with all applicable provisions of Labor Code Section 1776, which relates to preparing and maintaining accurate payroll records, and making such payroll records available for review and copying by the District, the DIR's Division of Labor Standards Enforcement, and the DIR's Division of Apprenticeship Standards ("DAS"). The payroll records must be certified, maintained at the principal offices of the Inspection Company, and made available as required by Labor Code Section 1776. The Inspection Company must inform the District of the location at which the payroll records are located, including the street address, city and county, and must, within five working days, provide a notice of any change of location and

Agreement for Inspection Services

address. If the Inspection Company fails to timely comply with requests for certified payroll records, it shall forfeit, as a penalty to the District, \$100 for each calendar day, or portion thereof, for each Inspector and/or Assistant Inspector, until strict compliance is effectuated, and, in addition to penalties as provided by law, may be subject to debarment pursuant to Labor Code Section 1777.1. Timely provision by the Inspection Company of certified payroll records also shall be a condition precedent to the District's obligation to make any payments to the Inspection Company pursuant to this Agreement.

4. Penalties for Violations of Prevailing Wage Laws. In accordance with Section 1775 of the Labor Code, the Inspection Company shall forfeit, as a penalty to the District, not more than \$200 and, subject to limited exceptions, not less than certain amounts specified by law, for each calendar day, or portion thereof, for each Inspector or Assistant Inspector paid less than prevailing wage rates as determined by the DIR Director. The Inspection Company shall pay to each Inspector or Assistant Inspector the difference between such stipulated prevailing wage rate and the amount paid to such individual for each calendar day or portion thereof for which such individual was paid less than the applicable prevailing wage rates.

5. Requirements for DIR Registration. Generally, no contractor may bid on a public works project unless the contractor is, and no subcontractor may be listed in any bid for a public works project unless the subcontractor is, currently registered with the DIR and qualified to perform public work pursuant to Labor Code Sections 1725.5 and/or 1771.1. No contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1725.5 for an unregistered contractor to submit a bid authorized by Business and Professions Code Section 7029.1 or Public Contract Code Section 20103.5, if the contractor is registered at the time the contract is awarded.

6. Registration Requirements Applicable to Project. The DIR registration requirements shall apply to this Agreement only if the Project is for construction, alteration, demolition, installation, or repair, and the total cost of the Project exceeds \$25,000, or if the Project is for maintenance work and the total cost of the Project exceeds \$15,000. If the DIR registration requirements apply, the Inspection Company shall be responsible for ensuring that it and, if applicable, all Inspectors and Assistant Inspectors, are currently and properly registered with the DIR pursuant to Labor Code Section 1725.5. Prior to commencing the Inspection Services, the Inspection Company must complete, execute, and submit to the District a "Certification Regarding DIR Registration" in the form set forth on page 3 of this Exhibit F. The Inspection Company shall be responsible for monitoring the registration status of itself and all Inspectors and Assistant Inspectors at all times during the course of the Project, and in the event the Inspection Company or, if applicable, any Inspector or Assistant Inspector, is or becomes not duly registered, then, subject to DSA requirements, the District in its sole discretion may cancel the Contract and/or replace the Inspection Company or the Inspector or Assistant Inspector with an inspection company, inspector, or assistant inspector that is duly registered pursuant to Labor Code Section 1725.5.

CERTIFICATION REGARDING DIR REGISTRATION

District: Lakeside Union School District

Project: Solar Project at: Lakeside Middle School, Lakeside Farms Elementary, Lakeview Elementary School, Lemon Crest Elementary, Riverview Elementary School, Tierra Del Sol Middle School, District Office

Agreement: Agreement for Construction Inspection Services dated October 13, 2022

Inspection Company: Blue Coast Consulting

The undersigned hereby certifies, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

- (i) I am a duly authorized representative of the Inspection Company identified above and, in that capacity, I have executed this certification on behalf of the Inspection Company.
- (ii) Any capitalized terms used, but not defined, in this certification shall have the meanings set forth in the Agreement referenced above.
- (iii) The Inspection Company is aware and acknowledges that the Inspection Services are “public work” and that requirements for registration with the DIR pursuant to Labor Code Section 1725.5 and/or 1771.1 are applicable to the Inspection Services.
- (iv) The Inspection Company is aware and acknowledges that, if at any time during the Agreement Term the Inspection Company or, if applicable, any of its Inspectors or Assistant Inspectors are not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the registration expires or the DIR revokes the registration), the District in its sole discretion may cancel the Agreement and/or replace the Inspection Company, or require replacement of each such Inspector or Assistant Inspector, with an inspection company, inspector, or assistant inspector, as the case may be, that is duly registered pursuant to Labor Code Section 1725.5, and the Inspection Company shall be responsible for any and all associated costs incurred by the District.
- (v) Attached to this certification is evidence (in the form described in the note below) that the Inspection Company and, if applicable, each Inspector and Assistant Inspector designated as such in the Agreement, are duly registered with the DIR pursuant to Labor Code Section 1725.5.

Representative Name: Erica Blanco

Representative Title: Operations Manager

Representative Signature: Erica Blanco Digitally signed by Erica Blanco
Date: 2022.09.22 14:46:00 -07'00'

Date Signed: 09-22-2022

Note: This certification must be accompanied by printouts of the applicable screens on the DIR website evidencing that the Inspection Company and, if applicable, each Inspector and Assistant Inspector is currently registered pursuant to Labor Code Section 1725.5.



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September 7, 2022

Lakeside Union School District
Attn: Todd Owens
12335 Woodside Avenue
Lakeside, CA 92040

Subject: Lakeside Union School District Solar for Lakeside Middle School, Lakeside Farms Elementary School, Lakeview Elementary School, Lemon Crest Elementary School, Riverview International Academy, Tierra Del Sol Middle School and District Office

Dear Mr. Owens,

We have reviewed the project information provided by the District. We understand the scope of work to be the installation of photovoltaic "PV" solar power arrays over existing parking lot locations. The solar power system consists of equipment, lighting, PV monitoring and metering communications and power interconnect to the utility grid. The scope of work is to take place at the following seven (7) sites:

1. Lakeside Middle School, DSA Application No. 04-121403
2. Lakeside Farms Elementary School, DSA Application No. 04-121402
3. Lakeview Elementary School, DSA Application No. TBD
4. Lemon Crest Elementary School, DSA Application No. 04-121357
5. Riverview International Academy, DSA Application No. 04-121358
6. Tierra Del Sol Middle School, DSA Application No. TBD
7. District Office, DSA Application No. TBD

For these projects BCC would like to propose DSA Class 1 Project Inspector Fernando Cardenas. Fernando is one of our highly experienced project inspectors who has recently successfully completed a similar Solar PV project at Southwestern Community College District, DSA Application No. 04-119084.

On a final note, we would like to express sincere gratitude for the opportunity to provide the District professional inspection services of the highest quality. As a company, BCC shares the District's excitement of new district wide photovoltaic solar power arrays, and the chance to be part of the enrichment of local education and the community.

Respectfully,

Erica Blanco

Digitally signed by Erica
Blanco
Date: 2022.09.07
20:45:00 -07'00'

Erica Blanco
Operations Manager

BCC Proposal #22-09-07_LUSD_Solar



Statement of Services

The scope of our service includes all Division of the State Architect requirements. Our services will include, but are not limited to the following:

DSA IR A-8 Project Inspector and Assistant Inspector Duties and Performance
DSA 5-PI Project Inspector Qualification and Approval
DSA 151 Project Inspector Notifications
DSA 152 Project Inspection Card
DSA 154 Notice of Deviations/Resolution of Deviations
DSA 155 Project Inspector Semi-Monthly Report
DSA 156 Commencement/Completion of Work Notification
DSA PR 13-01 Procedure: Construction Oversight Process
DSA 6-PI Project Inspector Verified Report

- Attend weekly and pre-construction meetings.
- Provide daily updates to the project inspector digital job file.
- Create digital concrete placement maps with Weighmaster/Mill Certifications.
- Perform all Asynox Cloud based collection and distribution communications.
- Participate in project team digital collaboration via Procore, Bluebeam Revu Studio or other.
- Review all construction change documents, deferred approvals and addendums.
- Ensure that all code-prescribed inspections and administrative duties are completed.
- Verify and inspect all ADA, fire, and life safety issues in compliance with approved plans.
- Report any items that may require correction and issue any correction notice as needed.
- Monitor and supervise all testing labs and special inspection requirements.
- Perform all inspection requests and state if approved or unapproved.
- Provide close-out project documents for DSA certification.
- Review contractor's as-built(s) and record keeping.
- Review monthly payment application(s) and other assigned duties.



Proposed Cost

Our proposal is based on the project information we received on 09/02/2022.

Our estimated *Not to Exceed* cost of Inspection Services for this project is \$117,920.00,

Please find our cost breakdown in the table below.

Lakeside Union School District Solar Projects						
Duration	Calendar Days	Working Days	Hours per Day	Total Hours	DSA Class 1 Hourly Rate	Total Amount
Pre-Construction	2	2	8	16	\$110.00	\$1,760.00
10/01/22-10/31/22	31	21	8	168	\$110.00	\$18,480.00
11/01/22-11/30/22	30	20	8	160	\$110.00	\$17,600.00
12/01/22-12/31/22	31	22	8	176	\$110.00	\$19,360.00
01/01/23-01/31/23	31	22	8	176	\$110.00	\$19,360.00
02/01/23-02/28/23	28	19	8	152	\$110.00	\$16,720.00
03/01/23-03/31/23	31	23	8	184	\$110.00	\$20,240.00
DSA Close-Out	5	5	8	40	\$110.00	\$4,400.00
Estimated Hours and Cost	189	134		1072		\$117,920.00

If the project schedule is modified, we would notify the District, adjust our inspection budget accordingly, and submit for District approval.

There are no legal holidays or overtime included in this cost. If required, it will be submitted to the District for approval prior to work being performed. Overtime and Saturdays are billed at 1.5x the DSA Class 1 hourly rate. Sundays and Holidays are billed at 2.0x the DSA Class 1 hourly rate.



Fernando Cardenas



Fernando has over 43 years' experience in the construction industry. He is reliable and accurate with DSA procedures and protocol. Fernando is also highly organized with advanced computer skills and is proficient in handling DSA inspection and documentation requirements.

Professional Certifications and Training

- DSA Class 1 #1610 Project Inspector
- ICC Masonry #1006080
- ICC Structural Steel #1006080
- ICC Welding #1006080
- ICC Concrete/Pre-Stressed Concrete #1006080

Project Experience

Sweetwater Union High School District

Mar Vista HS. Aquatics Center, pool. \$15.7M

Mar Vista HS. Ceramics building renovation. \$850K

Southwestern Community College District

Southwestern College

Lot G PV Solar. Installation of canopy solar pv panels. \$13M

Snack Bar Café. New snack bar. \$177

Buildings 510/570. Modernization. \$8.6M

Field House and Stadium. Improvements. \$5M

Central Plant and Loop Road. New construction. \$200K

Wellness and Aquatic Center. New construction. \$57M

Security Building Complex. New construction. \$48M

San Marcos Unified School District

Knob Hill ES. New Multi-Purpose Building. \$18M

San Marcos JHS. New Science Laboratory Building. \$16M

Districtwide. Relocatables. \$1.3M

Knob Hill ES. 2 playgrounds. \$275K

Grossmont Union High School District

Monte Vista HS. Modernization Phase 2B. \$14M

El Capitan HS. New Science Building. \$20M

El Capitan HS. Special Education building upgrades. \$1.2M

San Diego Unified School District

Twain HS Phase 1. Modernization. \$1M

Chesterton ES. Modernization. \$2M

Carson ES. Modernization/Library Addition. \$4M

Chesterton ES. Modernization. \$4.8M

Franklin ES. Modernization/Library Addition. \$4M

Jefferson ES. Modernization/Library, classroom building additions. \$5M

San Diego HS Phase 4. Modernization. \$2M

San Diego Unified School District continued

El Cajon Union School District

New Bostonia ES. New school campus. \$55M

Districtwide. Class Size Reduction Projects. \$1.6M

Murrieta Valley Unified School District

Rail Ranch ES. New school campus. \$53M

Mountain Empire Unified School District

Campo ES. New school campus. \$56M

Poway Unified School District

Poway HS. Remodel of Technology Facility. \$900K

Rancho Bernardo HS. Site work and relocatable classrooms. \$750K

Carlsbad Unified School District

Carlsbad HS Phase 1. Relocatables. \$899K

Escondido Union School District

Orange Glen HS. Math/Computer Addition. \$2M

San Pasqual HS. Guidance and Counseling Addition. \$2.8M



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Fernando Cardenas

Highlighted Projects

Southwestern Community College District

Southwestern College Lot G PV

\$13 Million

DSA Application No. 04-119084

Installation of 5 new carport canopy solar pv panel structures, electric equipment, equipment pads and interconnection with the facility's electrical system. New ADA ramp and installation of a 6" water line for 2 fire hydrants. Parking lot reconfiguration and re-striping.



San Diego Unified High School District

Mar Vista High School Aquatics Center

\$13.5 Million

DSA Application No. 04-119910

New construction of 14,900 sq. ft. swimming pool, pool deck and fence. New shade canopies, bleachers and 4 light poles. New 9,930 sq. ft. Aquatics support building and marquee.

Sweetwater Union High School District

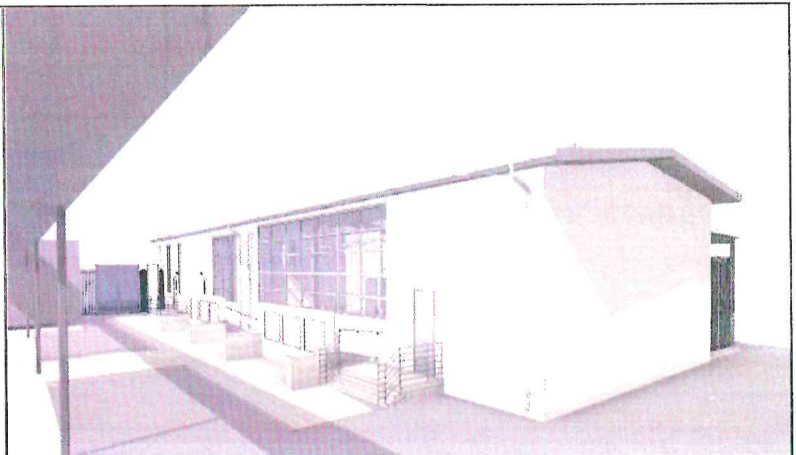
Mar Vista High School Ceramics Room

Renovation

\$850K

DSA Application No. 04-119612

Renovation of existing Ceramics classroom. Installation of new ceilings, non-load bearing partition walls, doors and frames, lighting, plumbing fixtures, electrical fixtures and windows. New exterior area for kilns, access stairs and sloped walkway.



LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 13, 2022

Agenda Item:

Approve agreement with Ninyo & Moore for Inspection Services for Solar Infrastructure Project.

Background (Describe purpose/rationale of the agenda item):

Approval is requested of the attached agreement for Geotechnical and Special Services Testing with Ninyo & Moore to act as the LOR, Materials testing, Geotechnical and Special Inspections for the Solar Infrastructure Project at Lakeside Middle School, Lakeside Farms Elementary, Lakeview Elementary, Lemon Crest Elementary, Riverview Elementary, Tierra Del Sol Middle School and the District Office.

These services are required by the Division of State Architect (DSA) to be provided for any DSA approved projects and must be provided by a firm that is State of California certified. LOR services certify that the work shown on DSA approved plans meets the DSA and the California Building Code Standards.

Fiscal Impact (Cost):

\$127,386

Funding Source:

Bond-2139 9010683 0000 8500 6200090 018 670

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement ☐ **#2:** Social Emotional ☐ **#3:** Physical Environments

Recommended Action:

- | | |
|---|--|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial/Rejection |
| <input type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input checked="" type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click here to enter text. |
| <input type="checkbox"/> Adoption | |

Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member

AGREEMENT FOR SPECIAL INSPECTION AND MATERIALS TESTING SERVICES

By and Between

THE LAKESIDE UNION SCHOOL DISTRICT

And

NINYO & MOORE

**For the Geotechnical, Special Inspection, Materials Testing Services for Solar
Projects at 7 sites**

Dated: October 13, 2022

AGREEMENT FOR SPECIAL INSPECTION AND MATERIALS TESTING SERVICES

This Agreement for Special Inspection and Materials Testing Services ("Agreement") is made effective as of October 13, 2022 ("Effective Date") by and between the Lakeside Union School District ("District"), a public school district organized and existing pursuant to California law, and Ninyo & Moore ("Inspection Company") A private company that will be providing Geotechnical, Special Inspection, and Materials Testing Services across multiple Solar Projects at Seven Lakeside Union School district Campuses, that will report its findings to DSA. The District and the Inspection Company may be referred to herein individually as "Party" and collectively as the "Parties."

RECITALS

A. The District desires to obtain special inspection and/or materials testing services for purposes of the public works construction project described in Paragraph A of Exhibit "A" attached to this Agreement ("Project"). The Inspection Company desires to provide the special inspection and/or materials testing services required pursuant to this Agreement ("Inspection Services").

B. The Parties have entered into this Agreement for purposes of setting forth the terms and conditions for the Inspection Company to perform the Inspection Services for the District.

Now, in consideration of the foregoing and of the respective rights and obligations of the Parties set forth herein, the Parties agree as follows:

AGREEMENT

PART 1: PROVISION OF INSPECTION SERVICES

Section 1.1 Scope of Services and Agreement Term. The scope of the Inspection Services to be performed by the Inspection Company pursuant to this Agreement ("Scope of Services") is set forth in Exhibit "B" attached to this Agreement. The term of this Agreement ("Agreement Term") shall commence as of the Effective Date and shall expire following completion of the Project and upon completion of all Inspection Services required pursuant to this Agreement.

Section 1.2 DSA Approval of Inspection Company. The Inspection Company must be either: (i) a laboratory of record ("LOR") accepted by the California Department of General Services, Division of State Architect ("DSA") Laboratory Evaluation and Acceptance Program; or (ii) an individual contracting directly with the District to provide special inspection services. Only a DSA-approved LOR may perform materials testing. If the Inspection Company is an individual, the Inspection Company must promptly complete Form DSA 5-SI and arrange for the architect (or, if applicable, engineer) in general responsible charge of the Project design ("Design Professional") to submit the completed form to the DSA, in order to ensure DSA approval of the special inspector prior to the start of the work requiring special inspection, as required by Title 24 of the California Code of Regulations ("CCR") Section 4-335. If the Inspection Services required by this Agreement include geotechnical inspections and/or testing, the LOR shall employ or contract with a California-registered geotechnical engineer to perform such inspections and/or testing. The Inspection Company hereby represents and warrants that at no time during the performance of the Inspection Services shall the DSA acceptance of the Inspection Company expire or be revoked, suspended, withdrawn, or otherwise declared invalid. The Inspection Company hereby authorizes the District to confirm, with the DSA, the status and history of the DSA acceptance of the Inspection Company and/or its personnel, and, to the extent requested by the District, the Inspection Company shall provide verbal and/or written permission to the DSA to release such information.

Section 1.3 Designated Special Inspectors. Each inspector and, if applicable, technician who will perform the Inspection Services required pursuant to this Agreement (each a "Special Inspector") must be qualified and experienced in performing inspections and related activities that are of the same type and nature as the Inspection Services required for the Project. Subject to the foregoing, each Special Inspector assigned to the Project as of the Effective Date for purposes of providing the necessary Inspection Services is identified in Exhibit "C" attached hereto.

Section 1.4 Timing for Performance of Inspection Services. Time is of the essence with respect to this Agreement and the performance by the Inspection Company of each of its obligations pursuant to this Agreement. Without compromising its compliance with DSA and other applicable requirements, the Inspection Company must complete all Inspection Services required pursuant to this Agreement within such time(s) as will permit commencement and completion of the Project by the dates specified by the District prior to and, as applicable, during construction of the Project.

Section 1.5 Inspection Company Compensation. The District shall pay to the Inspection Company, in exchange for satisfactory performance by the Inspection Company of the Inspection Services required pursuant to this Agreement, such compensation as is specified in Exhibit "D" attached to this Agreement ("Inspection Fee"). The Inspection Fee shall be payable to the Inspection Company as specified in Exhibit D. The Inspection Fee shall be deemed and construed for all purposes to be all-inclusive compensation for any and all Inspection Services, and the Inspection Company shall in no event be entitled to any reimbursement whatsoever of any expenses incurred by the Inspection Company in connection with the performance of the Inspection Services other than as provided in Section 1.6 herein.

Section 1.6 Reimbursement of Expenses. This Section establishes the sole and exclusive basis for reimbursement to the Inspection Company of any expenses that it incurs in connection with performance of the Inspection Services. Any reimbursement pursuant to this Section shall be in addition to the Inspection Fee, and shall be for the reasonable, actual costs incurred by the Inspection Company, without markup for profit, overhead, or other purposes. The District shall reimburse the Inspection Company only for expenses incurred in connection with the performance of the Inspection Services as the District in its sole discretion may agree, and only if the reimbursement for each such expense is approved in writing by the District prior to the expense being incurred by the Inspection Company. Because the Inspection Fee constitutes all-inclusive compensation, in no event shall the District be required to reimburse or otherwise pay any additional amounts to the Inspection Company for any of the following: (i) home-office overhead or personnel costs; (ii) supplies, materials, equipment, tools, and other items required for performance of the Inspection Services; (iii) postage or cost of private delivery services less than \$25 for any one delivery; (iv) salary, benefits, travel, lodging and/or meal expenses of any person; (v) expenses of overtime work requiring higher than regular rates; or (vi) costs of any additional insurance coverages or limits in excess of those normally carried by the Inspection Company.

Section 1.7 Inspection Company Invoices. On or about the fifth day of each month during the Agreement Term, the Inspection Company shall provide an invoice to the District seeking payment for the portion of the Inspection Fee attributable to the preceding month and, subject to Section 1.6 herein, for reimbursement of authorized expenses attributable to such preceding month. Any and all invoiced amounts are subject to verification by the District. The Inspection Company must in each invoice specifically describe the basis or bases for the amounts requested and shall submit with the invoice such documentation as reasonably, specifically, and adequately evidences and supports the amounts

specified in the invoice. If an invoice requests payment for Inspection Services provided on an hourly-rate basis, the documentation to be submitted by the Inspection Company in support of the invoice must also include an itemization of the amount of time spent by each person performing the Inspection Services and a description of the work accomplished by such person during the preceding month. The District shall pay the undisputed portion of each such invoice within thirty days after receipt of the invoice. However, within ten days after receipt of any invoice from the Inspection Company, the District may request in writing that the Inspection Company provide additional information relating to some or all of the amounts specified in the invoice, and, in such event: (i) the Inspection Company shall provide such information to the District within five days following receipt of the District's request; and (ii) if the Inspection Company does not provide such information within such five-day period, the date by which the District must pay such amounts to the Inspection Company shall be extended for each day or portion of day in excess of the applicable five-day period, until such time as the Inspection Company provides the requested additional information to the District.

Section 1.8 Change in Scope of Services. The District may at any time request any decrease, reasonable increase, or other reasonable change in the Scope of Services to be performed by the Inspection Company pursuant to this Agreement. In response to any such request, the Inspection Company must provide to the District a written proposal that describes in reasonable detail: (i) the change; (ii) the impact of the change on the time required for performance of the Inspection Company's obligations pursuant to this Agreement; and (iii) the impact of the change on the cost to the District for the performance of the Inspection Company's obligations pursuant to this Agreement. Each proposal shall set forth any proposed adjustment to the compensation payable to the Inspection Company using such basis (hourly rate, fixed fee, time and materials, *et cetera*) as requested by the District. No proposal shall be valid or binding on the Parties unless and to the extent incorporated into an amendment to this Agreement that has been duly approved, signed, and delivered by both Parties. However, regardless of whether the District has obtained approval from the Board of Trustees of the Lakeside Union School District ("District Board") of any proposal, if the District has requested that specific Inspection Services be deleted from the Scope of Services, in no circumstances shall the Inspection Company thereafter perform such Inspection Services unless further directed to do so in writing from the District. If the Parties are unable to agree on and document the terms and conditions for any such deletion, the time for performance of the modified Scope of Services and the compensation to the Inspection Company for performance of such modified Scope of Services shall be equitably adjusted as determined through any dispute resolution method authorized pursuant to this Agreement. However, in no event shall the Inspection Company be entitled to any profit, overhead, or other amounts on account of the deleted portion of the Inspection Services.

PART 2: ADMINISTRATION OF AGREEMENT AND INSPECTION SERVICES

Section 2.1 Independent Contractor. The Inspection Company is, for any and all purposes of or related to this Agreement, an independent contractor to the District. In no circumstances shall the Inspection Company, or any of its officers, employees or agents, be deemed or construed to be an officer, employee, or agent of the District on account of this Agreement. The Inspection Company must at all times conduct its activities in a manner consistent with its status as an independent contractor to the District, and, except as provided in this Agreement, the Inspection Company shall have the right to determine the methods, means, and mechanisms by which it shall perform the Inspection Services. The Inspection Company shall not suffer or permit any third party (whether person or entity) to continue in any apparent belief that the Inspection Company, or any of its officers, employees or agents, is an officer, employee, or agent of the District. The Inspection Company shall be responsible for ensuring compliance with all laws related to its employees, including, without limitation, laws relating to workers'

compensation and, if applicable, payment of prevailing wages. The compensation payable to Inspection Company pursuant to this Agreement shall not be increased as a result of any costs incurred by Inspection Company that are attributable to such compliance.

Section 2.2 Consent Required to Subcontract Inspection Services. Absent the advance written consent of the District, which consent the District in its sole discretion may grant, deny, or condition, the Inspection Company shall not subcontract for performance of any portion of the Inspection Services. Except as provided in this Section, each Special Inspector assigned to perform the Inspection Services shall be an officer or employee of the Inspection Company. Absent the advance written consent of the District, which consent the District in its sole discretion may grant, deny, or condition, the Inspection Company shall not subcontract to provide Special Inspectors.

Section 2.3 Criminal History Background Checks.

Subsection 2.3.1 Mandatory Compliance. Effective as of January 1, 2022, Education Code Section 45125.1 ("Section 45125.1") requires that each entity having a contract with a local educational agency ("LEA") shall ensure that personnel interacting with students outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237. In addition, the contracting entity shall immediately provide subsequent arrest and conviction information it receives to the LEA. Section 45125.1 authorizes LEA's to require compliance with the requirements for personnel other than those directly employed by the contracting entity. Because students may be present during activities undertaken by the Inspection Company and/or its authorized subcontractors, and because there will be no corresponding "immediate supervision," the Inspection Company, in connection with such activities, shall comply in all respects with Section 45125.1. Without limiting the foregoing, the Inspection Company shall require and be responsible for ensuring compliance, by each and every person who will be at, on, or in the vicinity of any District property in connection with the Inspection Services, with all California Department of Justice guidelines and requirements relating to fingerprinting and criminal-history background checks. In the event Section 45125.1 is repealed or superseded, Inspection Company, following receipt of written notice from the District, shall comply with such successor or other requirements as provided by law or other governmental requirement.

Subsection 2.3.2 Certification of Compliance. The Inspection Company shall certify in writing to the District, from time to time as necessary, and on a certification form to be provided by the District upon request, that no person assigned to or who otherwise will be present at, on, or in the vicinity of any District property in connection with the System has been convicted of any felony as described in Education Code Section 45122.3.1. Education Code Section 45122.3.1 defines a violent felony as any felony listed in subdivision (c) of Penal Code Section 667.5, and a serious felony as any felony listed in subdivision (c) of Penal Code Section 1192.3.7. The executed certification form must have attached a list identifying all persons to whom the certification applies and must specify the particular site to which each such person has been assigned.

Subsection 2.3.3 Presence Prohibited Unless Certified. The Inspection Company shall prohibit and prevent each and every person who will be at, on, or in the vicinity of any District property on account of the Inspection Services (including, not only all persons for whom Inspection Company is directly responsible, but also any and all persons for whom any authorized subcontractor is responsible) from being present at, on or in the vicinity of any District property unless and until Inspection Company provides the required certification for such person to the District.

Subsection 2.3.4 Alternative Arrangements. The District may exempt any particular person who will be at, on or in the vicinity of any District property on a short-term temporary basis from the foregoing requirements of this Section 2.3, if the Inspection Company makes alternative arrangements that are consistent with requirements of Education Code Section 45125.2 and that are acceptable to the District in its sole discretion. The Inspection Company must obtain the District's written approval of any such alternative arrangements, in advance of allowing the person proposed to be subject to the alternative arrangements to enter in or upon any District property.

Section 2.4 Criminal-History Background Checks. If, at any time prior to completion of the Inspection Services, the District determines that there possibly might be more than limited contact between any Inspection Company personnel and any minor-aged District student, the District may require that the Inspection Company comply with the requirements of Education Code Section 45125.1, regardless of whether such requirements otherwise would apply to the Inspection Services. In such event, the Inspection Company, at its sole cost and expense, and without additional compensation from the District, must comply with all California Department of Justice ("DOJ") guidelines and requirements with respect to fingerprinting of the Inspection Company's officers, employees, agents, or other representatives who will or might be present on or at the site upon which construction of the Project is to occur ("Project Site"). Prior to an Inspector commencing the Inspection Services, the Inspection Company must provide to the District such documentation as reasonably evidences that the Inspector has been "cleared" in accordance with the DOJ guidelines and procedures.

Section 2.5 Prohibited Interests. The Inspection Company hereby represents and warrants that: (i) the making of this Agreement shall not result in the Inspection Company or any person under the Inspection Company's control having any conflict of interests pursuant to Government Code Section 1090 or the California Political Reform Act (Government Code Section 87100 *et seq.*); (ii) it has not employed or retained any company or person (excepting any bona fide employee working solely for Inspection Company) to solicit or otherwise cause the District to enter into this Agreement; and (iii) it has not paid, agreed to pay, or otherwise provided to, any company or person, including, but not limited to, any District officer, employee or agent (but excepting any bona fide employee working solely for Inspection Company), any fee, commission, percentage, brokerage fee, gift, favor, or other consideration contingent upon or resulting from the District entering into this Agreement. In the event of any violation of the prohibitions set forth in this Section 2.5, the District, without limiting any other right or recourse available pursuant to applicable law, may terminate this Agreement and recover any and all amounts paid to the Inspection Company.

Section 2.6 Inspection Company and Special Inspector Capability. The Inspection Company represents and warrants that: (i) it has any and all licenses, permits and/or other authorizations as are required by law to permit it to enter into this Agreement and perform the Inspection Services; (ii) the Inspection Company has sufficient financial, personnel, and other resources to adequately and timely perform the Inspection Services as required pursuant to this Agreement; (iii) each Special Inspector shall at all times have any and all licenses, certifications and/or other authorizations as required by law to perform the Inspection Services; and (iv) each Special Inspector shall at all times have all technical knowledge, skills, experience, and qualifications necessary to perform the Inspection Services in an efficient, timely, and satisfactory manner. Upon request of the District and subject to DSA requirements, the Inspection Company shall remove from the Project Site, and prevent from performing any of the Inspection Services, any Special Inspector whom the District has determined is not performing the Inspection Services in a reasonable manner or is a threat to the safety of any person(s) or property,

and the Inspection Company shall not thereafter use such Special Inspector for or in connection with performance of any of the Inspection Services.

Section 2.7 Supervision of Special Inspectors. In connection with their duties pursuant to this Agreement, all Special Inspectors are subject to monitoring and direction by the DSA, the Design Professional, and the DSA-approved inspector employed by the District to provide continuous, personal inspection of all aspects of construction of the Project generally ("Project IOR"). A Special Inspector employed by the LOR shall perform its work under the direct supervision of the engineering manager for the LOR. A Special Inspector contracting directly with the District shall perform its work under the direct supervision of the Design Professional.

Section 2.8 Required Standard of Care. The Inspection Company must perform or cause to be performed all Inspection Services using such level of care as: (i) is consistent with the reasonable level of care employed by other inspectors providing similar inspection services to school districts within the State of California ("State") in similar circumstances; (ii) takes into consideration the District's goals and any facilities, financial, or other constraints or parameters described to the Inspection Company either before or after the Effective Date.

Section 2.9 Compliance with Laws and District Requirements. The Inspection Company must perform the Inspection Services in compliance with all applicable federal, State and local laws, regulations, ordinances, and other governmental requirements. Such requirements include, but are not limited to: (i) California Education Code Sections 17309 and 17311; (ii) Title 24 CCR Sections 4-333, 4-335, 4-336, and 4-342; and (iii) Interpretation of Regulations ("IR") A-8, 17-4 and 17-6, and Procedure ("PR") 13-01 published by the DSA. The Inspection Company shall be responsible for ensuring that each Special Inspector and other Inspection Company Representative fully complies with: (i) all District rules, policies, or other requirements applicable to presence on District property (including, but not limited to, policies prohibiting the use of drugs, alcohol, and tobacco); and (ii) reasonable directives from District representatives.

Section 2.10 Inspection Company Records. The Inspection Company must prepare and maintain, in accordance with generally accepted accounting principles, all financial and other records related to this Agreement and to the Inspection Services as are necessary, appropriate and/or required by law, including, but not limited to, all special inspection reports, noted deficiencies and dates of resolution of such deficiencies, test results, and verified reports ("Inspection Company Records"). The Inspection Company Records shall include, but are not limited to, the "Job File" described in Exhibit B hereto. Pursuant to Government Code Section 8546.7, the State Auditor has the right, for a period of three years following final payment, to review, audit and/or copy records of contracting parties with respect to each contract providing for expenditure of public funds in excess of \$10,000.00. The District, the DSA, the State Allocation Board, the Office of Public School Construction, and other governmental entities with competent jurisdiction also shall hereby have an independent right pursuant to this Agreement, for a period of four years following final payment to the Inspection Company, to review, audit and/or copy the Inspection Company Records. The Inspection Company must make the Inspection Company Records available for inspection by the District, the State, and any other governmental entity with competent jurisdiction, at all reasonable times during the four-year period following final payment to the Inspection Company pursuant to this Agreement; provided that, if the District or any other governmental entity commences, but does not complete, an audit within such four-year period, the Inspection Company must maintain the Inspection Company Records until such time as the audit has been completed. If the Inspection Company is an individual, the Inspection Company must maintain the

Inspection Company Records for a period of six years following final payment, and, during that period, must make the Inspection Company Records available to the District, the Design Professional, and the DSA upon request as required by Title 24 CCR Section 4-335.

Section 2.11 Labor Law Requirements. The Inspection Services are a “public work” in accordance with Part 7, Chapter 1, of the California Labor Code (“Labor Code”), Title 8 CCR Section 16000 *et seq.*, and related provisions of law (collectively, the “Labor Laws”). Therefore, the Inspection Company shall: (i) be deemed and construed to know and understand all Labor Laws applicable to the Inspection Services; (ii) be solely responsible and liable for determining whether and to what extent the Labor Laws apply to the Inspection Services; and (iii) prior to commencing performance of the Inspection Services, inform the District as to whether and to what extent the Labor Laws are applicable to the Inspection Services so that the District may perform its obligations pursuant to the Labor Laws. Without limiting the foregoing, to the extent the provisions of Exhibit “F” attached to this Agreement are applicable to the Inspection Services, the Inspection Company shall comply with such provisions. If the requirement for registration with the California Department of Industrial Relations (“DIR”) described in Sections 5 and 6 of Exhibit F hereto is separately applicable to Special Inspectors, the Inspection Company must ensure that each Special Inspector is duly registered with the DIR prior to such person performing any Inspection Services. The Inspection Company shall indemnify, defend and hold-harmless the District as provided herein with respect to any and each failure in connection with the Inspection Services to comply with applicable Labor Laws.

PART 3: INSPECTION COMPANY INSURANCE

Section 3.1 Required Insurance. Prior to commencing any of the Inspection Services, the Inspection Company must procure at its sole cost and expense, and, during all periods as required by this Agreement, must maintain in effect, the following policies of insurance:

- (i) General Liability Insurance. A policy of commercial general liability insurance, written on an “occurrence” basis, providing coverage with a combined single limit of not less than \$1,000,000 for all activities conducted by Inspection Company pursuant to this Agreement (“General Liability Policy”). The General Liability Policy must include coverage for the contractual liability assumed by the Inspection Company pursuant to this Agreement.
- (ii) Vehicle Liability Insurance. A policy of business vehicle liability insurance, written on an “occurrence” basis, with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage (“Vehicle Liability Policy”). The Vehicle Liability Policy must include coverage for owned, hired, and non-owned automobiles.
- (iii) Workers’ Compensation Insurance. Workers’ compensation insurance as required by State law and employer’s liability insurance with coverage in an amount not less than \$1,000,000. Notwithstanding the insurer rating standards set forth in this Agreement, coverage provided by the State Compensation Insurance Fund shall be deemed, with respect to the workers’ compensation insurance, to satisfy such insurer rating standards.
- (iv) Professional Liability Insurance. Professional liability insurance with coverage in an amount of not less than \$1,000,000 (“Professional Liability Policy”), which the District acknowledges shall be written on a “claims made” basis.

Section 3.2 Duration of Insurance. Except as provided in Section 3.3 herein, the Inspection Company must maintain the insurance required pursuant to this Agreement in effect at least until the date that is one year following final payment to the Inspection Company pursuant to this Agreement.

Section 3.3 Professional Liability Insurance. The Professional Liability Policy shall provide coverage for claims that arise from or in connection with the performance of the Inspection Services pursuant to this Agreement. If an aggregate limit applies, and unless the District agrees otherwise: (i) the Professional Liability Policy must provide or be endorsed to provide that not less than \$1,000,000 of any applicable aggregate coverage limit shall be dedicated for and apply specifically to this Agreement and the Inspection Services; and (ii) if any aggregate limit is less than such amount, it must be increased by endorsement or otherwise as necessary to provide such coverage. Prior to commencing the Inspection Services, and, if applicable, upon replacing the original Professional Liability Policy, the Inspection Company must provide to the District a copy of any and all applicable claims-reporting requirements. Notwithstanding anything to the contrary: (i) the Inspection Company must have the Professional Liability Policy, as described herein, in full force and effect prior to commencing the Inspection Services; (ii) each renewal or replacement of the Professional Liability Policy must have a retroactive date that is prior to the date the Inspection Company commenced the Inspection Services; and (iii) as a condition to final payment to the Inspection Company pursuant to this Agreement, the Inspection Company must maintain the Professional Liability Policy in full force and effect and applicable to claims arising from the Inspection Services, without any gaps in coverage, for a period of at least three years following final payment to the Inspection Company pursuant to this Agreement. If the claims reporting period applicable to the Inspection Services, as specified in or determined pursuant to the Professional Liability Policy, will terminate prior to the end of the three-year period following final payment to the Inspection Company pursuant to this Agreement, then the Inspection Company, at its cost, must obtain and provide satisfactory evidence to the District of: (i) an endorsement to extend the claims reporting period to include whatever will remain of such three-year period; or (ii) a supplemental extended reporting period (i.e., tail) applicable to the Professional Liability Policy as required to provide coverage until the end of such three-year period. Such tail coverage shall be required, for example: (i) if the Inspection Company intends to switch insurance carriers and the prospective new carrier will not agree to cover claims arising from the Inspection Services submitted at any time prior to the end of the three-year period following final payment to the Inspection Company pursuant to this Agreement; (ii) if the Inspection Company's business is to be wound up or otherwise terminated, whether voluntarily or involuntarily; or (iii) when necessary for any other reason to ensure that professional liability insurance applicable to the Inspection Services is in effect at all times required by this Agreement.

Section 3.4 Insurer Rating Standards. Except as the District, in its sole discretion, may approve in writing, in advance, the insurance policies required pursuant to this Agreement must be issued by one or more insurers licensed to do business in the State and having an A.M. Best Company rating of not less than "A-" (A minus) and a financial size category of "VII."

Section 3.5 Additional Insureds. The District, the District Board and each individual member thereof, and the District's other officers, employees, and agents (collectively, the "Additional Insureds"), shall all be included (by means of endorsement) as additional insureds, to the extent of the Inspection Company's acts and omissions (regardless of whether constituting negligence) in connection with this Agreement, on all insurance that the Inspection Company is to have in effect pursuant to this Agreement except the workers' compensation insurance and the Professional Liability Policy. The additional insured endorsements must be ISO form CG 2010 11/85 or an equivalent approved in advance by the District. For purposes of this Section, and without otherwise limiting the District's

discretion to determine an equivalent to ISO form CG 2010 11/85, a combination of ISO forms CG 2010 10/01 and CG 2037 10/01 shall be deemed to be an acceptable equivalent to the ISO form CG 2010 11/85.

Section 3.6 Waiver of Subrogation. The Inspection Company hereby waives, on behalf of itself and its insurers, any and all rights to subrogation against the Additional Insureds that any such insurer may acquire through payment of any loss. Each of the General Liability Policy and the Vehicle Liability Policy must be endorsed with a cross-liability endorsement and a waiver of the insurer's rights of subrogation against the Additional Insureds. The policy of workers' compensation insurance must be endorsed with a waiver of the insurer's rights of subrogation against the Additional Insureds.

Section 3.7 Inspection Company Insurance is Primary. To the extent permitted by law, insurance policies required by this Agreement to be maintained by the Inspection Company shall be primary and non-contributing with respect to any insurance or self-insurance programs covering any or all of the Additional Insureds. The General Liability Policy and the Vehicle Liability Policy must be endorsed to provide that they are so primary and non-contributory.

Section 3.8 Deductibles and Self-Insured Retentions. Prior to commencing the Inspection Services, the Inspection Company must disclose in writing to the District any deductibles or self-insured retentions applicable to any of the insurance that the Inspection Company must have in effect pursuant to this Agreement. Any such deductibles or self-insured retentions are subject to approval by the District in its reasonable discretion. Upon request of the District, the Inspection Company either: (i) must cause the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to claims arising in connection with this Agreement; or (ii) must provide a financial guarantee satisfactory to the District that guarantees payment of losses and related investigations, claim administration, and defense expenses. The applicable policies of insurance must be endorsed to permit the District to pay or otherwise fund any such deductible or self-insured retention in the event the Inspection Company is the subject of any bankruptcy proceeding (whether voluntary or involuntary) or otherwise is unable to pay such amounts.

Section 3.9 Evidence of Coverage. Prior to commencing the Inspection Services, the Inspection Company must provide to the District such duly authorized and executed certificates of insurance evidencing that the insurance policies to be maintained by the Inspection Company pursuant to this Agreement are in effect (each a "Certificate of Insurance"), together with a copy of each endorsement to such insurance as is required pursuant to this Agreement. The delivery of such Certificates of Insurance and endorsements shall be a condition precedent to the Inspection Company commencing any of the Inspection Services. As applicable, the Certificates of Insurance must identify those who are Additional Insureds in accordance with this Agreement. Not less than thirty days prior to the expiration of any insurance policy that the Inspection Company is required to maintain pursuant to this Agreement, the Inspection Company must provide updated Certificates of Insurance to the District evidencing the renewal of such policy.

Section 3.10 Notice of Change in Policies. Each Certificate of Insurance and corresponding policy of insurance required pursuant to this Agreement must expressly require, or be endorsed to require, that the insurer notify the District not less than thirty days prior to any cancellation, termination, reduction in coverage, or expiration without renewal of any such insurance policy, except for cancellation due to non-payment of premium, in which case the insurer must provide such notice not less than ten days prior to cancellation. Language in any Certificate of Insurance or policy of

insurance to the effect that the insurer shall “endeavor” to provide such notice, or to the effect that “failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives,” shall not be acceptable. In addition, the Inspection Company shall have an independent obligation to provide written notice to the District not less than thirty days prior to any cancellation, termination, reduction in coverage, or expiration without renewal of any such insurance policy, except for cancellation due to non-payment of premium, in which case the Inspection Company must provide such notice not less than ten days prior to cancellation.

Section 3.11 Review of Coverage. The District may at any time request that the Inspection Company provide a full and complete copy of any or all policies of insurance to be maintained by the Inspection Company pursuant to this Agreement, and the Inspection Company must provide a copy of each requested policy to the District within fifteen days of the District’s request, regardless of whether any dispute between the Parties is then pending. The District shall review the insurance policies and associated Certificates of Insurance and endorsements to determine whether the Inspection Company’s insurance complies with the requirements of this Part 3 or to otherwise determine the scope and extent of coverage. However, no failure by the District to conduct such review, to properly or completely conduct such review, or to identify any non-compliance with the requirements of this Part 3, shall be deemed or construed to relieve the Inspection Company from any of its obligations in regard to such requirements. Notwithstanding anything else in this Agreement, any failure by the Inspection Company to comply with the requirements of this Part 3 shall be deemed a material breach by the Inspection Company of its obligations pursuant to this Agreement and not as a waiver of any such requirement.

PART 4: INDEMNIFICATION BY INSPECTION COMPANY

Section 4.1 General Requirement. The Inspection Company shall indemnify and hold-harmless the District, the District Board and each individual member thereof, and the District’s other officers, employees and agents (collectively, not including the District, the “District Agents”), and each of them, against and from any and all claims, demands, actions, judgments, damages, losses, costs and expenses (including, without limitation, attorneys’ fees and expenses) and other liabilities that arise from: (i) the acts and omissions (regardless of whether any such act or omission constitutes negligence) of the Inspection Company or its officers, employees, or agents (collectively, not including the Inspection Company, the “Inspection Company Agents”) in connection with this Agreement; or (ii) the bodily injury (including death) of any person or the damage to any property in connection with the acts or omissions of the Inspection Company or any of the Inspection Company Agents in connection with this Agreement. The scope of the foregoing shall include, without limitation, any disputes of any nature between Inspection Company and any of the Inspection Company Agents. For purposes of this Section, the Design Professional shall not be deemed or construed to be a District Agent.

Section 4.2 Defense of District. The Inspection Company, at its cost and expense, must defend the District with respect to any claim, demand, or action that is within the scope of the Inspection Company’s indemnification obligation pursuant to Section 4.1 of this Agreement. Any defense of the District and/or any of the District Agents conducted pursuant to this Agreement must be conducted by qualified and appropriately experienced legal counsel reasonably acceptable to the District, but selected and retained by the Inspection Company at no cost to the District or any of the District Agents.

Section 4.3 Limitation on Inspection Company Obligations. The Inspection Company shall not be obligated pursuant to Sections 4.1 and 4.2 of this Agreement to the extent any claim, demand, action, judgment, damage, loss, cost or expense, or other liability results from the active negligence,

sole negligence, or willful misconduct of the District or any of the District Agents. In each such event, the Parties shall be responsible and liable on a comparative basis.

Section 4.4 Notice of Potential Liabilities. The District shall promptly provide written notice to the Inspection Company of any liabilities for which the Inspection Company may be responsible pursuant to this Part 4, and, to the extent reasonable and at the Inspection Company's cost, the District shall cooperate with the Inspection Company in regard to the performance of its obligations pursuant to this Part 4.

Section 4.5 Payment of Costs. The Inspection Company shall reimburse to the District or, upon request of the District, the Inspection Company shall directly pay, any and all costs, expenses, penalties, judgments, settlements, and other amounts paid or owed by the District that are payable by the Inspection Company pursuant to the indemnity provisions of this Agreement. The Inspection Company must pay each such amount not later than when the amount is due or within thirty days of receipt of a written invoice from the District requesting payment. Any late payments by the Inspection Company shall accrue interest at the maximum legal rate.

Section 4.6 Insurance Not a Limitation. The obligations of the Inspection Company pursuant to this Part 4 shall not be deemed or construed to be: (i) conditioned upon or in any other manner limited by the existence of any insurance maintained by a Party or other person or entity; or (ii) conditioned upon the receipt by any person or entity of, or limited to the amount of, any insurance coverage or proceeds.

Section 4.7 Survival of Obligations. With respect to any and all acts, omissions or incidents occurring prior to termination of this Agreement, the Inspection Company's obligations pursuant to this Part 4 shall survive termination of this Agreement, regardless of whether the Inspection Company has then completed all of the Inspection Services.

PART 5: TERMINATION OF AGREEMENT AND INSPECTION SERVICES

Section 5.1 Termination Events. Unless this Agreement is terminated earlier in accordance with this Part 5, this Agreement shall automatically terminate upon the first to occur of:

- (i) the DSA does not authorize the Inspection Company or such Special Inspector(s) as are needed to provide the Inspection Services required by this Agreement or as necessary for the Project;
- (ii) funding that the District determined must be received in order to construct the Project is not approved, apportioned, allocated or otherwise available or forthcoming, and the District gives written notice to the Inspection Company that this Agreement has been terminated for that reason;
- (iii) prior to completion of the Project, the District suspends indefinitely or abandons the Project, and the District gives written notice to the Inspection Company that this Agreement has been terminated for that reason; or
- (iv) the construction of the Project has been completed and the Inspection Company has completed all of the Inspection Services required by this Agreement (including, without limitation, any services related to close-out of the Project).

Section 5.2 District Termination for Convenience. Notwithstanding anything to the contrary, the District, without need for cause but subject to DSA requirements, may terminate this Agreement, with respect to some or all of the Inspection Services, by providing written notice of termination to the Inspection Company. Subject to DSA requirements, the termination shall be effective immediately upon receipt of the notice of termination by the Inspection Company.

Section 5.3 District Termination for Breach of Warranties. If the District at any time determines that any of the representations and/or warranties of the Inspection Company set forth in this Agreement are materially untrue or incorrect, then, subject to applicable DSA requirements, the District shall have the right to terminate this Agreement immediately and without liability (including, without limitation, any liability for paying any further compensation to the Inspection Company), and the Inspection Company shall be liable to the District for all costs, expenses, and damages arising therefrom. The Inspection Company's representations and warranties pursuant to this Agreement shall survive termination of this Agreement, regardless of whether at such time the Inspection Company has fully completed all Inspection Services.

Section 5.4 District Termination for Cause. In addition to other termination rights it may have pursuant to this Agreement, the District may give the Inspection Company written notice of the District's intent to terminate this Agreement for cause if the District reasonably determines that the Inspection Company has failed to perform some or all of the Inspection Services in a satisfactory and timely manner, or if the Inspection Company otherwise has breached any of its obligations pursuant to this Agreement. The Inspection Company must cure such failure or breach, or make arrangements satisfactory to the District for cure of such failure or breach, within the time permitted pursuant to Section 6.1 herein and, if the Inspection Company does not, then, subject to applicable DSA requirements, the District may terminate this Agreement by giving written notice of termination to the Inspection Company, and the termination shall be effective immediately upon receipt of the notice of termination by the Inspection Company. Nothing in this Agreement shall be deemed or construed as a waiver by the Inspection Company of any rights it may have in regard to a wrongful termination by the District.

Section 5.5 Inspection Company Termination for Cause. The Inspection Company may give the District written notice of the Inspection Company's intent to terminate this Agreement for cause if the Inspection Company reasonably determines that the District has breached any of its material obligations pursuant to this Agreement. The District must cure such breach, or make arrangements satisfactory to the Inspection Company for cure of such breach, within the time permitted pursuant to Section 6.1 herein and, if the District does not, the Inspection Company may terminate this Agreement by giving written notice of termination to the District, and the termination shall be effective immediately upon receipt of the notice of termination by the District. Nothing in this Agreement shall be deemed or construed as a waiver by the District of any rights it may have in regard to a wrongful termination by the Inspection Company.

Section 5.6 Compensation to Inspection Company Upon Termination. Subject to all other provisions of this Agreement, in the event this Agreement is terminated in accordance with this Part 5, the District shall compensate the Inspection Company for the Inspection Services that the Inspection Company satisfactorily performed prior to termination, consistent with Sections 1.5, 1.6 and 1.7, inclusive, herein and Exhibit D hereto. However, in no event shall the Inspection Company be entitled to recover any compensation, overhead, profit, consequential damages, or other amounts attributable to any unperformed portion of the Inspection Services or the termination of same. The foregoing shall not

be deemed or construed to constitute a waiver or release of any damages that a Party incurs as a result of a breach by the other Party, and each Party shall be entitled to offset any and all such damages from amounts otherwise payable to the other Party pursuant to this Agreement.

Section 5.7 Survival of Obligations. The Parties' respective rights and obligations pursuant to this Part 5 shall survive termination of this Agreement.

PART 6: DISPUTE RESOLUTION

Section 6.1 Notice and Opportunity to Cure. If either one of the Parties ("Alleging Party") alleges that the other Party ("Defaulting Party") has breached any of its obligations pursuant to this Agreement, the Alleging Party may provide written notice thereof to the Defaulting Party, specifying in reasonable detail the nature and extent of the alleged default ("Notice of Default"). If the Defaulting Party has not, within twenty days after receipt of the Notice of Default, cured the alleged default or made arrangements for cure of the alleged default that are satisfactory to the Alleging Party in its sole discretion, the Alleging Party may initiate the dispute resolution process described in Section 6.2 herein. The giving of a Notice of Default and allowing the period for cure of the alleged default in accordance with this Section 6.1 shall be a condition precedent to the Alleging Party exercising any available remedy in response to the alleged default. Nothing shall be construed to prohibit the Defaulting Party from disputing that a default has occurred. Neither the giving of any Notice of Default, nor the initiation by the Alleging Party of any dispute resolution in connection with the alleged default, shall by itself operate to terminate this Agreement.

Section 6.2 Informal Attempts at Dispute Resolution. If a dispute between the Parties arises out of or relates to this Agreement ("Dispute"), the Parties shall attempt as provided in this Section to resolve the Dispute as quickly and as amicably as possible, including, without limitation, any Disputes as to the meaning of any provision of this Agreement, the validity of any determination or calculation required pursuant to this Agreement, or the rights or obligations of the Parties pursuant to this Agreement. If the Dispute does not relate to an alleged default or is not of such nature that a Party may give a Notice of Default, then the Party alleging the Dispute shall give to the other Party a written notice of the Dispute ("Notice of Dispute"). Within a reasonable time, not in excess of fourteen calendar days, after receipt of either a Notice of Default or a Notice of Dispute, the Parties shall commence attempts to informally resolve the Dispute as required pursuant to this Section. Such attempts shall include good-faith, reasonable, and diligent efforts by both Parties to communicate and, if possible, to reconcile or compromise their respective positions. The participation by a Party in such attempts to informally resolve a Dispute shall be a condition precedent to such Party exercising any available remedy in response to the Dispute. If, after diligently making the attempts required pursuant to this Section for at least twenty calendar days, the Parties cannot resolve a Dispute, either Party may give written notice to the other Party that the attempts have been unavailing and, therefore, have been terminated effective upon receipt of that notice by the other Party.

Section 6.3 Exercise of Available Remedies. If attempts to resolve a Dispute pursuant to Section 6.2 herein are terminated without the Dispute having been resolved to the satisfaction of either Party, a Party may initiate any legal or equitable action or other proceeding in response to the Dispute that is available pursuant to this Agreement and applicable law. In addition, however, if a Party fails to respond to a request for, or fails to participate in good faith in, efforts to resolve a Dispute pursuant to Section 6.2 herein, the other Party, in its discretion and without needing to further comply with Section 6.2 herein, may initiate any legal or equitable action or other proceeding in response to the Dispute that is available pursuant to this Agreement and applicable law. However, in any case in which a Notice of

Default has been provided pursuant to Section 6.1 herein, no such legal or equitable action may be initiated until the applicable period specified in Section 6.1 herein for cure of the alleged default has expired without the Defaulting Party having cured the alleged default.

Section 6.4 Performance During Disputes. At all times while any Dispute is pending, each Party shall continue to fully perform its obligations pursuant to this Agreement. Notwithstanding the foregoing, a Party shall not be responsible for continued performance of its obligations pursuant to this Agreement to the extent a default or alleged default by the other Party makes such performance impossible or patently unreasonable.

Section 6.5 Remedies Not Limited. In connection with any Dispute, and except as expressly provided in this Agreement, each Party may exercise any or all rights and remedies available pursuant to this Agreement and applicable law. No such available remedy shall be deemed or construed to be exclusive, and a Party may exercise any available remedy individually or in combination with any other available remedies.

PART 7: GIVING OF NOTICE

Section 7.1 General Requirements. Any and all demands and notices required or permitted to be given pursuant to this Agreement (each a "Notice") must be in writing and must be given or served in accordance with this Part 7.

Section 7.2 Methods of Delivery. Each Notice must be sent via: (i) personal delivery (with name and signature of the person accepting delivery on an electronic or other delivery receipt); (ii) registered or certified U.S. mail (postage pre-paid and return receipt requested); (iii) FedEx, UPS or other reliable, private delivery service (with delivery charge prepaid or payable by sender, and name and signature of recipient obtained on electronic or other delivery receipt); or (iv) email transmission (with original of the Notice deposited into the U.S. mail, first-class postage prepaid, within twelve hours after transmission). Neither Party shall unreasonably refuse to accept delivery of any Notice in an attempt to avoid the giving or service of the Notice, and any such refusal by a Party shall be deemed and construed as a material breach of such Party's obligations pursuant to this Agreement.

Section 7.3 Persons to Whom Notices Must be Sent. Notices given to the Inspection Company must be addressed and delivered to the Inspection Company Representative specified in Exhibit E hereto. Notices given to the District must be addressed and delivered to the District's representative specified in Exhibit E hereto. If a Party's address, person to whom attention should be directed, or email address changes from what is specified in Exhibit E hereto, the Party shall inform the other Party of such change by giving Notice in accordance with this Part 7.

Section 7.4 Conditions for Giving Notice by Email. As an additional condition to sending a Notice by email, the subject (or "re") line must indicate that it is a "Notice Pursuant to Agreement for Inspection Services." Because email addresses are subject to change more frequently than physical addresses, if a Notice is to be sent by email, and unless the sender has actual knowledge of the then-current correct email address of each intended recipient, the sender must call and verify the then-current email address of each intended recipient prior to sending the Notice, or must use some other method of delivering the Notice.

Section 7.5 Effect of Receipt. A Notice shall be deemed given or served only upon actual receipt by the addressee. In the case of email, "actual receipt" shall mean delivery to the recipient's

email in-box. However, if any Notice (including, without limitation, any Notice sent by email) is delivered after 4:00 p.m. on any business day, or is delivered on any day that is not a business day, the Notice shall be deemed to have been given or served as of 9:00 a.m. on the next subsequent business day.

Section 7.6 Applicability of Notice Requirements. The requirements of this Part 7 shall not be deemed or construed to apply to: (i) communications between the District and/or the Inspection Company necessary for day-to-day administration of this Agreement or performance of the Inspection Services; or (ii) service of process in accordance with any applicable law or court rule.

PART 8: INTERPRETATION OF AGREEMENT

Section 8.1 Fair and Reasonable Interpretations. Prior to execution and delivery of this Agreement, each Party has received, or had unqualified opportunities to receive, independent legal advice from its legal counsel with respect to the advisability of executing this Agreement and the meaning of the provisions herein. Therefore, the provisions of this Agreement shall be construed based on their fair and reasonable meaning, and not for or against any Party based on whether such Party or its legal counsel was primarily responsible for drafting this Agreement or any particular provision herein.

Section 8.2 Headings and Captions. The headings and captions set forth in this Agreement are for the convenience of the reader only and shall not be deemed or construed to establish, define or limit the meaning of any Part, Section, or other provision herein.

Section 8.3 Recitals and Exhibits. Each Recital set forth herein and each Exhibit referenced herein and attached hereto is hereby incorporated as an effective and operative provision of this Agreement.

Section 8.4 Meaning of "Days." Except as expressly provided in this Agreement in any particular case, each reference in this Agreement to a specific number of days shall be construed to mean consecutive calendar days, not business days. For purposes of this Agreement, the term "business day" means any day that is not: (i) a Saturday or Sunday; (ii) an official federal or State holiday; or (iii) with respect to the District's administrative staff, a furlough day mandated by the State or the District Board.

Section 8.5 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties pertaining to the performance of the Inspection Services by the Inspection Company, and any and all prior and contemporaneous agreements, representations, and understandings of the Parties relating to such subject matter, whether oral or written, are hereby superseded and replaced.

Section 8.6 Modifications of Agreement. This Agreement may be modified only by means of duly approved written agreement executed and delivered by both Parties.

Section 8.7 Waiver. A waiver by a Party of any provision of this Agreement shall be binding only if the waiver is set forth in writing and has been duly approved and signed by the waiving Party. Unless so specified in the written waiver, a waiver by a Party of any provision of this Agreement shall not constitute a waiver of any other provision(s) herein, similar or not, and shall not be construed as a continuing waiver. Except as waived in accordance with this Section, neither the failure by a Party at any time to require performance of any requirement of this Agreement, nor any forbearance or

indulgence by that Party in regard to such requirement, shall in any manner affect the Party's right at a later time to enforce the same or any other provision of this Agreement.

Section 8.8 Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State, notwithstanding any conflict-of-law, choice-of-law, or other provision in the laws of the State or other jurisdiction. Any action, arbitration, or other proceeding arising from this Agreement shall be initiated and conducted only in the County of San Diego, California.

Section 8.9 Correct Legal Requirements Deemed Included. Each and every provision required by any applicable law to be set forth in or incorporated into this Agreement is hereby deemed to be so set forth or incorporated, and this Agreement shall be construed and enforced as if all such provisions are so set forth and incorporated. If, for any reason, any provision required by any applicable law to be expressly set forth or incorporated herein is not, or is not correctly, set forth or incorporated herein, then, upon request of either Party, the Parties shall amend this Agreement to set forth or incorporate, or to correctly set forth or incorporate, such provision.

Section 8.10 Severability. If a court of competent jurisdiction determines that any provision or requirement of this Agreement is invalid or unenforceable, then, regardless of the reason for such determination, the court's determination shall not be deemed or construed to invalidate or render unenforceable any other provision or requirement of this Agreement. In such event, the provisions and requirements that are not the subject of the court's determination shall be interpreted, to the extent permitted by law, in a manner that is consistent with the intent and purpose underlying the invalid or unenforceable provision or requirement. Likewise, if a court of competent jurisdiction determines that any provision or requirement of this Agreement is invalid or unenforceable as applied to a specific person or entity, such determination shall not affect the applicability of such provision or requirement to other persons or entities. In such event, the provisions and requirements that are not the subject of the court's determination shall be interpreted, to the extent permitted by law, in a manner that is consistent with the intent and purpose underlying the inapplicable provision or requirement.

Section 8.11 Successors and Assigns. The Inspection Services shall be deemed and construed to constitute professional services. Therefore, the Inspection Company may not assign this Agreement without the express written consent of the District, and any attempt to do so shall be null and void. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding on, the Parties' authorized successors and assigns.

Section 8.12 No Third-Party Beneficiaries. The Parties have entered into this Agreement solely for their own purposes and benefit, and, except to the extent provided by law, this Agreement shall not be deemed or construed to: (i) benefit any third party; (ii) create any right for any third party; or (iii) provide a basis for any claim, demand, action, or other proceeding by any third party.

Section 8.13 Agreement is Public Record. Notwithstanding anything in any proposal or any discussions or writings relating hereto: (i) nothing in this Agreement shall be deemed or construed to constitute confidential information; and (ii) this Agreement is a public record which the District may disclose in accordance with State law or otherwise.

PART 9: EXECUTION OF AGREEMENT

Section 9.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one

and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Agreement having original signatures of both Parties.

Section 9.2 Due Authority. Each person signing this Agreement on behalf of a Party represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to, this Agreement.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as evidenced by their signatures below.

Lakeside Union School District

By: _____
Lisa Davis, Assistant Superintendent

District Board Approved on: _____, 2022

Ninyo & Moore

By: _____
Print Name: Jeffrey T. Kent, PE, GE
Print Title: Principal Engineer

Fed. Tax ID No: 33-0268928

EXHIBIT "A"
Description of Project and Anticipated Project Schedule

A. Description of Project:

Project Name: Geotechnical, Special Inspection, Materials Testing Services for Solar Projects at 7 sites

DSA Application No.: To Be determined

General Description of Project: Geotechnical, Special Inspection, Materials Testing Services for Solar Projects at 7 sites

B. Anticipated Project Schedule (subject to change):

Construction Commencement Date: To Be determined

Milestone Dates: To Be determined

Substantial Completion Date: To Be determined

Final Completion Date: To Be determined

Final Close-Out Date: To Be determined

EXHIBIT "B"
Scope of Services

The Inspection Services to be provided in connection with the Project shall include, as applicable, the duties set forth in this Exhibit B. However, the Inspection Services shall be subject to all applicable rules, regulations, PRs, IRs, and other directives of the DSA, as those may be amended from time to time (collectively, the "DSA Regulations"). Therefore, to the extent of a conflict between any provision of the DSA Regulations or applicable law and this Exhibit B, the DSA Regulations or applicable law shall govern over this Exhibit B.

PART I. REQUIRED SERVICES

A. Special Inspection Services. See Attached Proposal dated September 28, 2022

B. Materials Testing. See Attached Proposal dated September 28, 2022

PART II. GENERAL REQUIREMENTS

A. Special Inspector Duties Generally. Without limiting anything else in this Exhibit B, each Special Inspector's responsibilities generally shall include, without limitation:

- (i) Obtain, review, and develop a thorough understanding of the construction-related documents for the Project approved by the DSA, including, without limitation, the plans, specifications, addenda, construction change documents, and deferred submittals (collectively, the "DSA Approved Documents"), the contract(s) providing for construction of the Project, and the other construction-related documents for the Project as may be relevant to the Inspection Services;
- (ii) Obtain a copy of the DSA-approved Form DSA 103 (i.e., Listing of Structural Tests and Special Inspections) from the Design Professional prior to performing any of the Inspection Services;
- (iii) Meet with the District, Design Professional, Project IOR, construction manager (if any), and contractor(s) on an ongoing basis as needed to mutually communicate and understand the testing and inspection program and the methods of communication appropriate for the Project;
- (iv) If the Inspection Services include materials testing, coordinate with the LOR to mutually communicate and understand the testing and inspection program and methods of communication appropriate for the Project;
- (v) Comply with all DSA requirements relating to inspections set forth in the DSA Regulations, including, but not limited to, the requirements set forth in the DSA 152 Inspection Card Manual, DSA IR A-8, IR 17-4, IR 17-6, IR 17-7, IR 17-8, IR 17-9, IR 17-10 and IR 17-11, and DSA PR 13-01;

- (vi) Verify that existing conditions relevant to the Inspection Services are in accordance with the DSA Approved Documents (e.g. for masonry work verify that surfaces of foundations are level, clean, and properly roughened, *et cetera*);
 - (vii) Provide personal, competent, and adequate inspection and testing of the aspects of the construction of the Project identified in Part I of this Exhibit B for which the Special Inspector is responsible, consistent with accepted industry practices and in compliance with all federal, State, and local laws and ordinances applicable to the Project; and
 - (viii) Using the DSA 152 Inspection Card Manual as a reference, ensure each necessary test and inspection has been completed and that necessary documents are in the Job File (defined in Paragraph I below) before approving or otherwise signing off on Form DSA 250, 291, 292, or 293.
- B. Interpretation of Construction-Related Documents. The Special Inspector shall promptly report in writing to the Project IOR, the Design Professional, the District and, if applicable, the construction manager, any inconsistencies, errors or uncertainties in the DSA Approved Documents or other construction-related documents that the Special Inspector perceives, and, in each such case, shall request that the Design Professional provide an applicable interpretation or instruction. However, the Special Inspector must not allow work to be performed based on the Design Professional's interpretation or instruction if such work would not conform with the then-current DSA Approved Documents. To the extent any construction-related documents require action by the Project IOR or Design Professional, the Special Inspector shall promptly provide such documents to the Project IOR and the Design Professional with a request for such action.
- C. Performance of Work. The Special Inspector shall not perform any of the actual work to construct the Project, including, but not limited to: (i) constructing any portion of the Project; (ii) ordering or purchasing materials; (iii) except as relates to inspection and correction of work, directing the work of the contractor, subcontractor, volunteer labor, or any other entity performing construction work on the Project; (iv) coordinating or scheduling the work on the Project; or (v) performing "quality control" of construction.
- D. Frequency of Inspections. As required by the DSA, inspections shall be conducted either on a continuous, or a periodic, basis. A "continuous inspection" means a full-time observation of work requiring special inspection by an approved special inspector who is present in the area where the work is being performed. When continuous inspection is required, the Special Inspector must always be present where the work is being performed. A "periodic inspection" means a part-time or intermittent observation of work requiring special inspection by an approved special inspector who is present in the area where the work has been or is being performed and at the completion of the work. Work subject to periodic special inspection requires the presence of the Special Inspector prior to the start of work, from time to time during the work, and upon completion of the work. It is the responsibility of the Special Inspector to provide inspections at an appropriate frequency and at appropriate times during construction. The Special Inspector must have adequate experience and must use good judgment in determining the frequency and timing of inspections.

- E. Verification of Materials Testing. The Special Inspector shall be responsible for verifying that all materials testing for which the Special Inspector is responsible is satisfactorily completed in accordance with the DSA Approved Documents and DSA Regulations. Samples and specimens of materials for testing shall be taken by a qualified representative of the LOR, unless authorization to the contrary is provided by the DSA.
- F. Project Delays. The Special Inspector shall be aware of the construction schedule, progress toward meeting such schedule, and any conditions or situations that might result in a delay in completion of the Project. Upon observing any and each such condition or situation, the Special Inspector must immediately report the condition or situation to the Project IOR, the Design Professional, the District and, if applicable, the construction manager. If such report initially is made verbally, the Special Inspector must confirm the report in writing to such recipients within one business day of observing the condition or situation.
- G. Special Inspector's Daily Reports. The Special Inspector shall prepare detailed daily reports, consistent with DSA IR 17-6 and using Form DSA 250, that set forth thorough and detailed descriptions of the work inspected, the work completed in accordance with the DSA Approved Documents, the work that remains incomplete, and the work that is not in conformance with DSA Approved Documents (each a "Daily Report"). The Special Inspector shall submit the Daily Reports to the Project IOR not more than seven days from the date the special inspection was performed, unless the Special Inspector is working at an offsite location, in which the Special Inspector shall submit the Daily Reports within fourteen days following the date of the inspection. Without limiting Paragraph H below, the Special Inspector also shall provide copies of each Daily Report to the District, the Design Professional, the DSA and, if applicable, the construction manager within fourteen days following the date of the inspection.
- H. Notice of Deviation. In the event work on the Project deviates from applicable requirements, the Special Inspector shall verbally notify the Project IOR and the contractor that performed such work of the deviation and request that the deviation be corrected immediately. In the event the contractor fails to immediately correct any non-conforming work, the Special Inspector shall promptly report the deviation in writing to the contractor, the Project IOR, the DSA, and the Design Professional. The Special Inspector shall provide copies of each such notice of deviation, electronically unless required otherwise, to the DSA, the District, and, if applicable, the construction manager.
- I. Reporting Related to Stoppage. The Special Inspector shall comply with any specific instructions from the Project IOR or the DSA for additional reporting, oversight of construction, or other requirement in connection with a documented non-compliant condition that causes, or results in, a work stoppage. Such work stoppages may include, without limitation, stoppages arising from a Request for District/Owner to Stop Work, a Stop Work Order, or an Order to Comply described in DSA IR A-13.
- J. Test Reports. The LOR shall complete detailed reports regarding each test performed. Each report must clearly state that the materials were sampled and tested in accordance with the requirements of the DSA Regulations and the DSA Approved Documents, and whether or not the materials tested met the requirements of the DSA Approved Documents. The LOR shall submit a test report to the Project IOR within one day of the day the test was performed. The LOR shall provide copies of each test report to the Design Professional, the District and, if

applicable, the construction manager within fourteen days following completion of the test. Notwithstanding the foregoing if a report indicates any non-conformance with the DSA Approved Documents the LOR shall immediately provide the report to the DSA, the Design Professional, the Project IOR, the District and, if applicable, the construction manager.

- K. Verified Reports. Consistent with the requirements of Title 24 CCR Section 4-336, the Special Inspector shall prepare verified reports using Form DSA 291, 292, 293 and/or other forms as appropriate (each a "Verified Report"). The Special Inspector must submit each Verified Report, electronically unless otherwise required, to the DSA, the Design Professional, the District, the Project IOR and, if applicable, the construction manager. In addition to any other applicable requirements, the Special Inspector must prepare and submit a Verified Report in each of the following situations:
- (i) Work on the Project is suspended for more than one month;
 - (ii) The Special Inspector is terminated for any reason prior to the completion of the Project, and termination is not a result of a work stoppage;
 - (iii) The DSA requests a Verified Report;
 - (iv) The Inspection Services include special inspection services, and the work requiring special inspection has been fully completed; and
 - (v) The Inspection Services include materials testing, and the testing program has been fully completed.

The Special Inspector shall submit interim Verified Reports as requested by the Project IOR or as otherwise required by the DSA Regulations.

- L. Job File. The Special Inspector shall create and maintain a file containing complete and accurate records of the testing and inspections conducted by the Special Inspector in connection with the Project ("Job File"). The Job File must include all Daily Reports, interim verified reports, and Verified Reports. Consistent with DSA requirements, the Special Inspector may maintain the Job File in an electronic format and, to the extent permissible, may maintain the Job File within the DSA's electronic database. The Special Inspector must: (i) maintain the Job File in a logical and organized manner, using appropriate folders, labels, *et cetera*; (ii) make the Job File accessible at the Project Site at all times that work on the Project is progressing; (iii) make the Job File available to the DSA during any site visits by the DSA; and (iv) make the Job File available to the District and/or its consultants upon request of the District.

Without limiting the foregoing, the Special Inspector must make a copy of the Job File available to the DSA and/or the Project IOR upon request and, otherwise, must submit the Job File to the DSA and the Project IOR if and when: (i) this Agreement and/or the Inspection Services are, for any reason, terminated prior to completion of the Project; (ii) all work associated with construction of the Project has been substantially completed; and (iii) work on the Project has been suspended for more than one year.

Upon completion of the close-out of the Project or within sixty days following final completion of the construction, whichever occurs first, the Special Inspector must provide a copy of the Job File to the Project IOR and the District for their permanent records. At any time thereafter, if the Special Inspector intends to destroy the Job File and/or related documentation, the Special Inspector must provide written notice of such intent to the District. If, within sixty days following receipt of such notice, the District so requests, the Special Inspector shall deliver all such records to the District in lieu of destroying them.

- M. Required Records. Without limiting anything else in this Exhibit B, the Job File shall include all records identified in Section 2.1 of DSA IR A-8 that are relevant to the Inspection Services.

EXHIBIT "C"
Designated Special Inspector(s)

A. Designated Special Inspector

Name of Designated Special Inspector: TBD

Special Inspector Type: TBD

Certification No.: TBD

Certification Expiration Date: TBD

Scope of Special Inspection: TBD

B. Designated Special Inspector

Name of Designated Special Inspector: TBD

Special Inspector Type: TBD

Certification No.: TBD

Certification Expiration Date: TBD

Scope of Special Inspection: TBD

C. Designated Special Inspector

Name of Designated Special Inspector: TBD

Special Inspector Type: TBD

Certification No.: TBD

Certification Expiration Date: TBD

Scope of Special Inspection: TBD

EXHIBIT "D"
Inspection Company Compensation

In exchange for full and satisfactory performance of all Inspection Services, the District shall compensate the Inspection Company as provided below in this Exhibit D. Such compensation shall be deemed and construed to be all-inclusive, full and final compensation to the Inspection Company for the Inspection Services provided, and shall include any and all overhead, profit and other amounts potentially payable to the Inspection Company for the Inspection Services. Subject to the foregoing, the District shall pay to the Inspection Company:

A fee not to exceed a total of \$ 127,386 for full and final completion of all Inspection Services required pursuant to this Agreement.

See attached Proposal for details.

EXHIBIT "E"
Inspection Company and District Representatives

Inspection Company

For purposes of both Section 2.3 (i.e., designating the Inspection Company Representative) and Part 7 of the main body of this Agreement (i.e., Notices), the Inspection Company Representative and his or her contact information is as follows:

Ninyo & Moore
Attn: Jeffery T. Kent
5710 Ruffin Road
San Diego, CA. 92123
Email: jkent@ninyoandmoore.com

District

For purposes of Part 7 of the main body of this Agreement (i.e., Notices), the District representatives and their respective contact information are identified below. A copy of each Notice given to the District must be sent to both of the District representatives as follows:

Lakeside Union School District
Attn: Todd Owens
Maintenance, Operations Director
12335 Woodside Ave. Lakeside, 92040
Email: towens@lsusd.net

Lakeside Union School District
Attn: Lisa Davis
Assistant Superintendent
12335 Woodside Ave. Lakeside, 92040
Email: lisa.davis@lsusd.net

The District representatives, for purposes of administration of this Agreement and the Program Management Services, are as follows:

Name and Title (Primary): Todd Owens, Director of Maintenance and Operations, is the primary District contact person with respect to administration of this Agreement.

Name and Title (Secondary): Lisa Davis, Assistant Superintendent, is the secondary District contact person in the event the primary contact is unavailable or in other extraordinary circumstances.

EXHIBIT "F"
Labor Code Requirements

1. Applicability of Requirements. As provided in Section 2.11 of the main body of this Agreement, the requirements of this Exhibit F shall apply only if and to the extent the Inspection Services are subject to the Labor Laws. Despite the fact that the provisions of this Exhibit F are set forth in mandatory terms, the Inspection Company shall: (i) determine whether and to what extent the Labor Laws apply to the Inspection Services; and (ii) inform the District as to whether and to what extent the Labor Laws are applicable to the Inspection Services.

2. Compliance with Labor Code Requirements. The Project is a "public works project" as defined in the Labor Laws. The Inspection Company must be, and shall be deemed and construed to be, aware of and understand the requirements of the Labor Laws, including, without limitation, those that require the payment of prevailing wage rates and registration with the DIR. The Inspection Company hereby acknowledges that the Project will be subject to compliance monitoring and enforcement by the DIR. The Inspection Company, at no additional cost to the District, must: (i) comply with any and all requirements of the Labor Laws, including, without limitation, requirements for payment of "prevailing wages," inspection and submittal (electronically, as required) of payroll records, interviews of worker(s), et cetera as are applicable to the Inspection Services; (ii) ensure that any and all Special Inspectors are aware of and comply with applicable provisions of the Labor Laws; (iii) with respect to Labor Laws compliance matters, cooperate with the DIR, the District and other entities with competent jurisdiction; and (iv) post all job-site notices required by law in connection with the Inspection Services, including, without limitation, postings required by DIR regulations. An inspection company or inspector that has been debarred in accordance with the Labor Code, including, without limitation, pursuant to Sections 1777.1 or 1777.7, is not eligible to bid on, perform, or contract to perform any portion of the Inspection Services. Wage rates shall be in accordance with the general prevailing rates of per-diem wages determined by the Director of Industrial Relations pursuant to Labor Code Section 1770. Wage rates shall conform to those on file at the District's principal office and posted at the Project Site. The District will withhold payment to the Inspection Company necessary to satisfy civil wage and penalty assessment issued by the Labor Commissioner. The following Labor Code sections are by this reference incorporated into and are a fully operative part of the Agreement, and the Inspection Company shall be solely responsible for compliance therewith:

- (i) Section 1735 (Anti-Discrimination Requirements);
- (ii) Section 1775 (Penalty for Prevailing Wage Rate Violations);
- (iii) Section 1776 (Payroll Records);
- (iv) Sections 1777.5, 1777.6 and 1777.7 (Apprenticeship Requirements);
- (v) Sections 1810 through 1812 (Working Hour Restrictions);
- (vi) Sections 1813 and 1814 (Penalty for Failure to Pay Overtime); and
- (vii) Section 1815 (Overtime Pay).

3. Requirements for Payroll Records. The Inspection Company must comply with all applicable provisions of Labor Code Section 1776, which relates to preparing and maintaining accurate payroll records, and making such payroll records available for review and copying by the District, the DIR's Division of Labor Standards Enforcement, and the DIR's Division of Apprenticeship Standards ("DAS"). The payroll records must be certified, maintained at the principal offices of the Inspection Company, and made available as required by Labor Code Section 1776. The Inspection Company must

inform the District of the location at which the payroll records are located, including the street address, city and county, and must, within five working days, provide a notice of any change of location and address. If the Inspection Company fails to timely comply with requests for certified payroll records, it shall forfeit, as a penalty to the District, \$100 for each calendar day, or portion thereof, for each Special Inspector, until strict compliance is effectuated, and, in addition to penalties as provided by law, may be subject to debarment pursuant to Labor Code Section 1777.1. Timely provision by the Inspection Company of certified payroll records also shall be a condition precedent to the District's obligation to make any payments to the Inspection Company pursuant to this Agreement.

4. Penalties for Violations of Prevailing Wage Laws. In accordance with Section 1775 of the Labor Code, the Inspection Company shall forfeit, as a penalty to the District, not more than \$200 and, subject to limited exceptions, not less than certain amounts specified by law, for each calendar day, or portion thereof, for each Special Inspector paid less than prevailing wage rates as determined by the DIR Director. The Inspection Company shall pay to each Special Inspector the difference between such stipulated prevailing wage rate and the amount paid to such individual for each calendar day or portion thereof for which such individual was paid less than the applicable prevailing wage rates.

5. Requirements for DIR Registration. Generally, no contractor may bid on a public works project unless the contractor is, and no subcontractor may be listed in any bid for a public works project unless the subcontractor is, currently registered with the DIR and qualified to perform public work pursuant to Labor Code Sections 1725.5 and/or 1771.1. No contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1725.5 for an unregistered contractor to submit a bid authorized by Business and Professions Code Section 7029.1 or Public Contract Code Section 20103.5, if the contractor is registered at the time the contract is awarded.

6. Registration Requirements Applicable to Project. The DIR registration requirements shall apply to this Agreement only if the Project is for construction, alteration, demolition, installation, or repair, and the total cost of the Project exceeds \$25,000, or if the Project is for maintenance work and the total cost of the Project exceeds \$15,000. If the DIR registration requirements apply, the Inspection Company shall be responsible for ensuring that it and, if applicable, all Special Inspectors are currently and properly registered with the DIR pursuant to Labor Code Section 1725.5. Prior to commencing the Inspection Services, the Inspection Company must complete, execute, and submit to the District a "Certification Regarding DIR Registration" in the form set forth on page 3 of this Exhibit F. The Inspection Company shall be responsible for monitoring the registration status of itself and, if applicable, all Special Inspectors at all times during the course of the Project, and in the event the Inspection Company or, if applicable, any Special Inspector, is or becomes not duly registered, then, subject to DSA requirements, the District in its sole discretion may cancel the Contract and/or replace the Inspection Company or the Special Inspector with an inspection company or inspector that is duly registered pursuant to Labor Code Section 1725.5.

CERTIFICATION REGARDING DIR REGISTRATION

District: Lakeside Union School District

Project: Geotechnical, Special Inspection, Materials Testing Services for Solar Projects at 7 sites

Agreement: Agreement for Special Inspection and Materials Testing Services dated October 13, 2022

Inspection Company: Ninyo & Moore

The undersigned hereby certifies, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

- (i) I am a duly authorized representative of the Inspection Company identified above and, in that capacity, I have executed this certification on behalf of the Inspection Company.
- (ii) Any capitalized terms used, but not defined, in this certification shall have the meanings set forth in the Agreement referenced above.
- (iii) The Inspection Company is aware and acknowledges that the Inspection Services are "public work" and that requirements for registration with the DIR pursuant to Labor Code Section 1725.5 and/or 1771.1 are applicable to the Inspection Services.
- (iv) The Inspection Company is aware and acknowledges that, if at any time during the Agreement Term the Inspection Company or, if applicable, any of its Special Inspectors are not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the registration expires or the DIR revokes the registration), the District in its sole discretion may cancel the Agreement and replace the Inspection Company, or require replacement of each such Special Inspector, with an inspection company or inspector, as the case may be, that is duly registered pursuant to Labor Code Section 1725.5, and the Inspection Company shall be responsible for any and all associated costs incurred by the District.
- (v) Attached to this certification is evidence (in the form described in the note below) that the Inspection Company and, if applicable, each Special Inspector designated as such in the Agreement, are duly registered with the DIR pursuant to Labor Code Section 1725.5.

Representative Name: Jeffery T. Kent

Representative Title: Principal Engineer

Representative Signature: 

Date Signed: 10/4/2022

Note: This certification must be accompanied by printouts of the applicable screens on the DIR website evidencing that the Inspection Company and, if applicable, each Special Inspector is currently registered pursuant to Labor Code Section 1725.5.

Attachment

Ninyo & Moore

September 28, 2022

Proposal

September 28, 2022
Proposal No. 02-02889

Mr. Todd Owens
Lakeside Union School District
12335 Woodside Avenue
Lakeside, California 92040

Subject: Proposal for Geotechnical, Special Inspection, and Materials Testing Services
Multiple Solar Projects at Seven Lakeside Union School District Campuses
Lakeside, California

Dear Mr. Owens:

In response to your request, we are pleased to submit this proposal to provide geotechnical, special inspection, and materials testing services during construction of the solar projects at seven Lakeside Union School District campuses. The seven sites include the Lakeside Farms Elementary School, Lemon Crest Elementary School, Lakeview Elementary School, Riverview International Academy, Tierra Del Sol Middle School, and Lakeside Middle School along with the District Offices.

In preparation of this proposal we have reviewed various Division of the State Architect (DSA) approved plans and DSA 103 forms for four of the sites along with the geotechnical design reports for each of the seven sites along with a preliminary Construction Schedule (dated September 20, 2022). Based on our review of these documents, the project consists of the construction of two to four solar arrays for carports within seven separate existing campuses. The solar array carports will be constructed of structural steel columns to support a structural steel frame and the solar photovoltaic systems. Foundational support will be provided by reinforced concrete drilled pier foundations cast-in-place concrete foundations. Additional improvements for these projects will include underground utilities and construction of equipment pads.

Geotechnical design reports prepared by Global Geo-Engineering, Inc. (dated March 21, 2022) for the seven school campuses were provided with the electronically distributed project documents. The reports indicate that the sites are generally underlain by layers of previously placed fill over alluvium over Granodiorite. Conclusions contained within the report indicate that excavations may be accomplished with specialized drilling equipment due to the presence of the underlying Granodiorite. The upper surficial soils may be susceptible to caving.

SCOPE OF SERVICES

Based upon our review of the documents provided, we anticipate our geotechnical, special inspection, and materials testing services to include the following:

- Preparing DSA 109 Transfer of Geotechnical Engineer of Record forms for the projects. As part of the form preparation, we will review the project geotechnical design reports and the project plans.
- Attending preconstruction and site meetings, as requested.
- Performing continuous geologic/engineering field services to during the drilling of drilled pier foundations.
- Sampling and tagging of reinforcing steel at the supplier's facility. Per the DSA Interpretation of Regulations Document IR 17-10, samples of the reinforcing steel will be obtained from bundles or coils identified by the manufacturer's mill and returned to our laboratory for conformance testing. After laboratory testing, the fabricated reinforcing steel will be tagged for shipment to the site. This will result in two trips to the fabricator for each shipment of steel. It is anticipated that the supplier's facility will be located within the County of San Diego.
- Reviewing structural concrete mix design submittals.
- Performing batch plant inspection during the production of structural concrete for use at the site.
- Sampling of structural concrete placed at the site. Our American Concrete Institute (ACI) technician will sample the fresh material and measure its temperature, and slump, as well as cast on set of four concrete cylinders for every 50 cubic yards of structural concrete placed, or fraction thereof, during a day's placement.
- Performing special inspection by our certified inspector during the shop fabrication welding operations. Welding inspection will include review of project plans and shop drawings, welding procedures, welder qualifications, proper fit-up, preheat, weld length, and weld quality.
- Performing special inspection by our certified inspector of the field welding and high strength bolting operations. Welding inspection will include review of project plans and shop drawings, welding procedures, welder qualifications, proper fit-up, preheat, weld length, and weld quality. Inspection of high strength bolting will include review of mill certificates, verification of bearing surfaces, alignment, tightening, and testing by specified methods for connection type.
- Performing special inspection services during construction of post-installed anchors.
- Load testing of post-installed anchors.
- Performing special inspection during solar panel attachment bolting.
- Laboratory conformance testing at our in-house laboratory of reinforcing steel, high strength bolts, solar panel attachment bolts, and structural concrete cylinders.
- Engineering consultation and project management, including distribution of test reports and Final Verified Reports.
- Reviewing for and preparing the Laboratory Verified (DSA 291) and Geotechnical Verified (DSA 293) Reports for submittal to DSA and the project team.

ASSUMPTIONS

Our fee estimate is based upon the following assumptions:

- Per the DSA 103 forms, compaction testing services are not required for these projects.
- Our field technician and special inspector services will be billed at 4- and 8-hour minimums. Additional travel time that cannot be incorporated into an 8-hour shift will be billed at straight time.
- The project is subject to San Diego's Prevailing Wage Determination 2022-1D.
- Our services will be coordinated and scheduled, as needed, by the project inspector or the client's designated representative.
- Work will be performed during normal business days (Monday through Friday) and during normal business hours.
- Shop fabrication of structural steel members will be performed at a facility located within the County of San Diego or in Fremont, California.
- The reinforcing steel supplier's facility will be located within the County of San Diego.
- It is anticipated the project inspector will provide special inspection services for the onsite reinforced steel during construction.

FEES

The geotechnical, special inspection, and materials testing services described herein will be provided on a time-and-materials basis accrued in accordance with the attached Schedule of Fees. Below are the estimated fees for the noted geotechnical, special inspection, and materials testing services for each site. Breakdowns of the estimated fees are presented on Tables 1 through 7.

Estimated Fees for Construction Services	
Lakeside Farms Elementary School – Solar Project	\$ 17,558
Lemon Crest Elementary School – Solar Project	\$ 19,798
Riverview International Academy – Solar Project	\$ 18,678
Lakeside Middle School – Solar Project	\$ 18,678
Lakeview Elementary School – Solar Project	\$ 17,558
Tierra Del Sol Middle School – Solar Project	\$ 17,558
District Office – Solar Project	\$ 17,558
Total	\$ 127,386

Estimated costs are based on our assumptions of the anticipated services and were prepared without the benefit of a project construction schedule. It should be noted that the performance of the subcontractors can substantially affect the duration of our services. Requested engineering, special inspection, and field and laboratory testing not within the specified scope of services will be

provided on a time-and-materials basis. Our fees do not include time to review drawings, preparation of construction specifications, and other activities requested that are not presented in our scope of services.

If this proposal meets with your approval, please send us your contract documents authorizing us to proceed. We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Respectfully submitted,
NINYO & MOORE



Todd C. Schmitz,
Senior Engineering Geologist



Jeffrey T. Kent, PE, GE
Principal Engineer

TCS/JTK/mp

Attachments: Table 1 – Breakdown of Estimated Fee (Lakeside Farms Elementary School)
Table 2 – Breakdown of Estimated Fee (Lemon Crest Elementary School)
Table 3 – Breakdown of Estimated Fee (Riverview International Academy)
Table 4 – Breakdown of Estimated Fee (Lakeside Middle School)
Table 5 – Breakdown of Estimated Fee (Lakeview Elementary School)
Table 6 – Breakdown of Estimated Fee (Tierra Del Sol Middle School)
Table 7 – Breakdown of Estimated Fee (District Office)
Schedule of Fees

Table 1 – Breakdown of Estimated Fee (Lakeside Farms Elementary School)**Field Services**

Senior Staff Engineer/Geologist	10 hours @	\$142.00 /hour	\$ 1,420.00
Field/Laboratory Technician	4 hours @	\$120.00 /hour	\$ 480.00
Concrete/Asphalt Batch Plant Inspector	4 hours @	\$120.00 /hour	\$ 480.00
ACI Concrete Technician	8 hours @	\$120.00 /hour	\$ 960.00
Special Inspector, Structural Steel/Welding, AWS, Shop	16 hours @	\$125.00 /hour	\$ 2,000.00
Special Inspector, Structural Steel/Welding, AWS, Field	16 hours @	\$125.00 /hour	\$ 2,000.00
Special Inspector, High Strength Bolting	16 hours @	\$125.00 /hour	\$ 2,000.00
Special Inspector, Post Installed Anchor	8 hours @	\$125.00 /hour	\$ 1,000.00
Pull Test Technician and Equipment	8 hours @	\$220.00 /hour	\$ 1,760.00
Field Vehicle	90 hours @	\$15.00 /hour	\$ 1,350.00
Subtotal			\$ 13,450.00

Laboratory Analyses

Reinforcing Tensile or Bend up to No. 11	4 tests @	\$75.00 /test	\$ 300.00
Concrete Compression Tests	8 tests @	\$35.00 /test	\$ 280.00
High Strength Bolt, Nut & Washer Conformance	3 tests @	\$150.00 /test	\$ 450.00
Solar Attachment Bolt Assembly Conformance	3 tests @	\$150.00 /test	\$ 450.00
Subtotal			\$ 1,480.00

Project Management, Technical Support, and Report Preparation

Principal Engineer/Geologist	6 hours @	\$178.00 /hour	\$ 1,068.00
Project Engineer/Geologist	10 hours @	\$156.00 /hour	\$ 1,560.00
Subtotal			\$ 2,628.00

TOTAL ESTIMATED FEE**\$ 17,558.00**

Table 2 – Breakdown of Estimated Fee (Lemon Crest Elementary School)**Field Services**

Senior Staff Engineer/Geologist	10 hours @	\$142.00 /hour	\$	1,420.00
Field/Laboratory Technician	4 hours @	\$120.00 /hour	\$	480.00
Concrete/Asphalt Batch Plant Inspector	4 hours @	\$120.00 /hour	\$	480.00
ACI Concrete Technician	8 hours @	\$120.00 /hour	\$	960.00
Special Inspector, Structural Steel/Welding, AWS, Shop	16 hours @	\$125.00 /hour	\$	2,000.00
Special Inspector, Structural Steel/Welding, AWS, Field	32 hours @	\$125.00 /hour	\$	4,000.00
Special Inspector, High Strength Bolting	16 hours @	\$125.00 /hour	\$	2,000.00
Special Inspector, Post Installed Anchor	8 hours @	\$125.00 /hour	\$	1,000.00
Pull Test Technician and Equipment	8 hours @	\$220.00 /hour	\$	1,760.00
Field Vehicle	106 hours @	\$15.00 /hour	\$	1,590.00
Subtotal				\$ 15,690.00

Laboratory Analyses

Reinforcing Tensile or Bend up to No. 11	4 tests @	\$75.00 /test	\$	300.00
Concrete Compression Tests	8 tests @	\$35.00 /test	\$	280.00
High Strength Bolt, Nut & Washer Conformance	3 tests @	\$150.00 /test	\$	450.00
Solar Attachment Bolt Assembly Conformance	3 tests @	\$150.00 /test	\$	450.00
Subtotal				\$ 1,480.00

Project Management, Technical Support, and Report Preparation

Principal Engineer/Geologist	6 hours @	\$178.00 /hour	\$	1,068.00
Project Engineer/Geologist	10 hours @	\$156.00 /hour	\$	1,560.00
Subtotal				\$ 2,628.00

TOTAL ESTIMATED FEE**\$ 19,798.00**

Table 3 – Breakdown of Estimated Fee (Riverview International Academy)**Field Services**

Senior Staff Engineer/Geologist	10 hours @	\$142.00 /hour	\$ 1,420.00
Field/Laboratory Technician	4 hours @	\$120.00 /hour	\$ 480.00
Concrete/Asphalt Batch Plant Inspector	4 hours @	\$120.00 /hour	\$ 480.00
ACI Concrete Technician	8 hours @	\$120.00 /hour	\$ 960.00
Special Inspector, Structural Steel/Welding, AWS, Shop	16 hours @	\$125.00 /hour	\$ 2,000.00
Special Inspector, Structural Steel/Welding, AWS, Field	24 hours @	\$125.00 /hour	\$ 3,000.00
Special Inspector, High Strength Bolting	16 hours @	\$125.00 /hour	\$ 2,000.00
Special Inspector, Post Installed Anchor	8 hours @	\$125.00 /hour	\$ 1,000.00
Pull Test Technician and Equipment	8 hours @	\$220.00 /hour	\$ 1,760.00
Field Vehicle	98 hours @	\$15.00 /hour	\$ 1,470.00
Subtotal			\$ 14,570.00

Laboratory Analyses

Reinforcing Tensile or Bend up to No. 11	4 tests @	\$75.00 /test	\$ 300.00
Concrete Compression Tests	8 tests @	\$35.00 /test	\$ 280.00
High Strength Bolt, Nut & Washer Conformance	3 tests @	\$150.00 /test	\$ 450.00
Solar Attachment Bolt Assembly Conformance	3 tests @	\$150.00 /test	\$ 450.00
Subtotal			\$ 1,480.00

Project Management, Technical Support, and Report Preparation

Principal Engineer/Geologist	6 hours @	\$178.00 /hour	\$ 1,068.00
Project Engineer/Geologist	10 hours @	\$156.00 /hour	\$ 1,560.00
Subtotal			\$ 2,628.00

TOTAL ESTIMATED FEE**\$ 18,678.00**

Table 4 – Breakdown of Estimated Fee (Lakeside Middle School)**Field Services**

Senior Staff Engineer/Geologist	10 hours @	\$142.00 /hour	\$ 1,420.00
Field/Laboratory Technician	4 hours @	\$120.00 /hour	\$ 480.00
Concrete/Asphalt Batch Plant Inspector	4 hours @	\$120.00 /hour	\$ 480.00
ACI Concrete Technician	8 hours @	\$120.00 /hour	\$ 960.00
Special Inspector, Structural Steel/Welding, AWS, Shop	16 hours @	\$125.00 /hour	\$ 2,000.00
Special Inspector, Structural Steel/Welding, AWS, Field	24 hours @	\$125.00 /hour	\$ 3,000.00
Special Inspector, High Strength Bolting	16 hours @	\$125.00 /hour	\$ 2,000.00
Special Inspector, Post Installed Anchor	8 hours @	\$125.00 /hour	\$ 1,000.00
Pull Test Technician and Equipment	8 hours @	\$220.00 /hour	\$ 1,760.00
Field Vehicle	98 hours @	\$15.00 /hour	\$ 1,470.00
Subtotal			\$ 14,570.00

Laboratory Analyses

Reinforcing Tensile or Bend up to No. 11	4 tests @	\$75.00 /test	\$ 300.00
Concrete Compression Tests	8 tests @	\$35.00 /test	\$ 280.00
High Strength Bolt, Nut & Washer Conformance	3 tests @	\$150.00 /test	\$ 450.00
Solar Attachment Bolt Assembly Conformance	3 tests @	\$150.00 /test	\$ 450.00
Subtotal			\$ 1,480.00

Project Management, Technical Support, and Report Preparation

Principal Engineer/Geologist	6 hours @	\$178.00 /hour	\$ 1,068.00
Project Engineer/Geologist	10 hours @	\$156.00 /hour	\$ 1,560.00
Subtotal			\$ 2,628.00

TOTAL ESTIMATED FEE**\$ 18,678.00**

Table 5 – Breakdown of Estimated Fee (Lakeview Elementary School)**Field Services**

Senior Staff Engineer/Geologist	10 hours @	\$142.00 /hour	\$ 1,420.00
Field/Laboratory Technician	4 hours @	\$120.00 /hour	\$ 480.00
Concrete/Asphalt Batch Plant Inspector	4 hours @	\$120.00 /hour	\$ 480.00
ACI Concrete Technician	8 hours @	\$120.00 /hour	\$ 960.00
Special Inspector, Structural Steel/Welding, AWS, Shop	16 hours @	\$125.00 /hour	\$ 2,000.00
Special Inspector, Structural Steel/Welding, AWS, Field	16 hours @	\$125.00 /hour	\$ 2,000.00
Special Inspector, High Strength Bolting	16 hours @	\$125.00 /hour	\$ 2,000.00
Special Inspector, Post Installed Anchor	8 hours @	\$125.00 /hour	\$ 1,000.00
Pull Test Technician and Equipment	8 hours @	\$220.00 /hour	\$ 1,760.00
Field Vehicle	90 hours @	\$15.00 /hour	\$ 1,350.00
Subtotal			\$ 13,450.00

Laboratory Analyses

Reinforcing Tensile or Bend up to No. 11	4 tests @	\$75.00 /test	\$ 300.00
Concrete Compression Tests	8 tests @	\$35.00 /test	\$ 280.00
High Strength Bolt, Nut & Washer Conformance	3 tests @	\$150.00 /test	\$ 450.00
Solar Attachment Bolt Assembly Conformance	3 tests @	\$150.00 /test	\$ 450.00
Subtotal			\$ 1,480.00

Project Management, Technical Support, and Report Preparation

Principal Engineer/Geologist	6 hours @	\$178.00 /hour	\$ 1,068.00
Project Engineer/Geologist	10 hours @	\$156.00 /hour	\$ 1,560.00
Subtotal			\$ 2,628.00

TOTAL ESTIMATED FEE**\$ 17,558.00**

Table 6 – Breakdown of Estimated Fee (Tierra Del Sol Middle School)**Field Services**

Senior Staff Engineer/Geologist	10 hours @	\$142.00 /hour	\$ 1,420.00
Field/Laboratory Technician	4 hours @	\$120.00 /hour	\$ 480.00
Concrete/Asphalt Batch Plant Inspector	4 hours @	\$120.00 /hour	\$ 480.00
ACI Concrete Technician	8 hours @	\$120.00 /hour	\$ 960.00
Special Inspector, Structural Steel/Welding, AWS, Shop	16 hours @	\$125.00 /hour	\$ 2,000.00
Special Inspector, Structural Steel/Welding, AWS, Field	16 hours @	\$125.00 /hour	\$ 2,000.00
Special Inspector, High Strength Bolting	16 hours @	\$125.00 /hour	\$ 2,000.00
Special Inspector, Post Installed Anchor	8 hours @	\$125.00 /hour	\$ 1,000.00
Pull Test Technician and Equipment	8 hours @	\$220.00 /hour	\$ 1,760.00
Field Vehicle	90 hours @	\$15.00 /hour	\$ 1,350.00
Subtotal			\$ 13,450.00

Laboratory Analyses

Reinforcing Tensile or Bend up to No. 11	4 tests @	\$75.00 /test	\$ 300.00
Concrete Compression Tests	8 tests @	\$35.00 /test	\$ 280.00
High Strength Bolt, Nut & Washer Conformance	3 tests @	\$150.00 /test	\$ 450.00
Solar Attachment Bolt Assembly Conformance	3 tests @	\$150.00 /test	\$ 450.00
Subtotal			\$ 1,480.00

Project Management, Technical Support, and Report Preparation

Principal Engineer/Geologist	6 hours @	\$178.00 /hour	\$ 1,068.00
Project Engineer/Geologist	10 hours @	\$156.00 /hour	\$ 1,560.00
Subtotal			\$ 2,628.00

TOTAL ESTIMATED FEE**\$ 17,558.00**

Table 7 – Breakdown of Estimated Fee (District Office)**Field Services**

Senior Staff Engineer/Geologist	10 hours @	\$142.00 /hour	\$ 1,420.00
Field/Laboratory Technician	4 hours @	\$120.00 /hour	\$ 480.00
Concrete/Asphalt Batch Plant Inspector	4 hours @	\$120.00 /hour	\$ 480.00
ACI Concrete Technician	8 hours @	\$120.00 /hour	\$ 960.00
Special Inspector, Structural Steel/Welding, AWS, Shop	16 hours @	\$125.00 /hour	\$ 2,000.00
Special Inspector, Structural Steel/Welding, AWS, Field	16 hours @	\$125.00 /hour	\$ 2,000.00
Special Inspector, High Strength Bolting	16 hours @	\$125.00 /hour	\$ 2,000.00
Special Inspector, Post Installed Anchor	8 hours @	\$125.00 /hour	\$ 1,000.00
Pull Test Technician and Equipment	8 hours @	\$220.00 /hour	\$ 1,760.00
Field Vehicle	90 hours @	\$15.00 /hour	\$ 1,350.00
Subtotal			\$ 13,450.00

Laboratory Analyses

Reinforcing Tensile or Bend up to No. 11	4 tests @	\$75.00 /test	\$ 300.00
Concrete Compression Tests	8 tests @	\$35.00 /test	\$ 280.00
High Strength Bolt, Nut & Washer Conformance	3 tests @	\$150.00 /test	\$ 450.00
Solar Attachment Bolt Assembly Conformance	3 tests @	\$150.00 /test	\$ 450.00
Subtotal			\$ 1,480.00

Project Management, Technical Support, and Report Preparation

Principal Engineer/Geologist	6 hours @	\$178.00 /hour	\$ 1,068.00
Project Engineer/Geologist	10 hours @	\$156.00 /hour	\$ 1,560.00
Subtotal			\$ 2,628.00

TOTAL ESTIMATED FEE**\$ 17,558.00**

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	\$ 178
Senior Engineer/Geologist/Environmental Scientist	\$ 168
Senior Project Engineer/Geologist/Environmental Scientist	\$ 163
Project Engineer/Geologist/Environmental Scientist	\$ 156
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 142
Staff Engineer/Geologist/Environmental Scientist	\$ 126
GIS Analyst	\$ 116
Technical Illustrator/CAD Operator	\$ 116

Field Staff

Nondestructive Examination Technician (UT, MT, LP)	\$ 130
Supervisory Technician	\$ 140
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	\$ 125
Senior Technician	\$ 120
Technician	\$ 120

Administrative Staff

Information Specialist	\$ 68
Geotechnical/Environmental/Laboratory Assistant	\$ 68
Data Processor	\$ 68

Other Charges

Concrete Coring Equipment (includes technician)	\$ 220/hr
Anchor Load Test Equipment (includes technician)	\$ 220/hr
Inclinometer	\$ 40/hr
Hand Auger Equipment	\$ 150/day
Rebar Locator (Pachometer)	\$ 30/hr
Vapor Emission Kit	\$ 40/kit
Nuclear Density Gauge	\$ 15/hr
X-Ray Fluorescence	\$ 450/day
PID/FID	\$ 140/day
Air Sampling Pump	\$ 45/day
Field Vehicle	\$ 15/hr
Direct Expenses	Cost plus 15 %
Special equipment charges will be provided upon request.	

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday and Sunday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation – Time Rate, D 2435, CT 219	\$ 200
Direct Shear – Remolded, D 3080	\$ 350
Direct Shear – Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 422, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 422, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D., D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyration Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleaness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: October 13, 2022

Agenda Item:

Enrollment Report Month 1 (8/22/2022 – 9/16/22)

Background (Describe purpose/rationale of the agenda item):

Fiscal Impact (Cost):

Funding Source:

Addresses Emphasis Goal(s):

☐ **#1:** Academic Achievement

☐ **#2:** Social Emotional

☐ **#3:** Physical Environments

Recommended Action:

☒ **Informational**

☐ **Denial/Rejection**

☐ **Discussion**

☐ **Ratification**

☐ **Approval**

☐ **Explanation:** [Click here to enter text.](#)

☐ **Adoption**

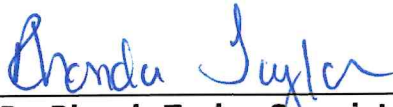
Originating Department/School: Business Services

Submitted/Recommended By:

Approved for Submission to the Governing Board:



Lisa Davis, Assistant Superintendent



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member _____

LAKESIDE UNION SCHOOL DISTRICT							MONTH 1			8/22/2022 - 9/16/2022			DATE:	9/30/2022
												M1	M1	
												22/23	21/22	
SCHOOL		K	1	2	3	4	5	6	7	8	TK	TOTAL	TOTAL	VARIANCE
LAKESIDE FARMS		100	122	108	86	100	106				43	665	564	101
LAKEVIEW		100	123	90	117	92	110				24	656	661	-5
LEMON CREST		66	69	65	79	79	79				41	478	468	10
LINDO PARK		62	46	67	73	65	84				27	424	399	25
RIVERVIEW				133	141	133	132					539	536	3
WINTER GARDENS		124	135								46	305	286	19
LAKESIDE MIDDLE								216	209	254		679	714	-35
TIERRA DEL SOL								237	256	221		714	698	16
DREAM ACADEMY		3	6	3	6	9	5	7	10	4	1	54	90	-36
NPS/RTC		0	0	0	0	1	1	1	0	2		5	7	-2
EUCALYPTUS HILLS													88	-88
DISTRICT TOTAL		455	501	466	502	479	517	461	475	481	182	4,519	4,511	8
YEAR OVER YEAR COMPARISON														
MONTH	AUG	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN		
	M0	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11		
2022-2023	4,566	4519												
2021-2022	4,522	4,511	4,515	4,562	4,553	4,529	4,526	4,471	4,482	4,479	4,472	4,466		
2020-2021	4,655	4,674	4,673	4,668	4,665	4,659	4,654	4,659	4,642	4,659	4,661	4,652		
2019-2020	-	4,985	4,986	4,966	4,966	5,042	5,036	5,031	5,036	5,031	5,018	5,015		
2018-2019	-	5,073	5,054	5,054	5,046	5,098	5,110	5,098	5,090	5,081	5,070	5,028		
2017-2018	-	5,164	5,179	5,161	5,153	5,211	5,208	5,183	5,159	5,151	5,135	5,101		
2016-2017	-	5,051	5,039	5,045	5,031	5,103	5,091	5,080	5,059	5,071	5,050	5,023		
2015-2016	-	5,087	5,100	5,083	5,077	5,138	5,124	5,139	5,121	5,107	5,081	5,056		
2014-2015	-	5,003	5,005	4,010	4,992	4,986	5,040	5,008	5,021	5,015	5,006	-		
2013-2014	-	4,835	4,817	4,823	4,825	4,848	4,834	4,790	4,818	4,813	4,790	-		
2012-2013	-	4,395	4,387	4,372	4,365	4,369	4,375	4,363	4,367	4,365	4,348	-		
BARONA INDIAN		GRADE	TK/K	1	2	3	4	5	6	7	8	TOTAL		
CHARTER SCHOOL			7	6	12	14	8	9	12	4	5	77		
RIVER VALLEY		GRADE	7	8	9	10	11	12				TOTAL		
CHARTER SCHOOL			26	39	58	55	49	44				271		

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 10/13/22

Agenda Item:

Administrative Regulation and Exhibits 1312.4: Williams Uniform Complaint Procedures

Background (Describe purpose/rationale of the agenda item):

First Reading: Policy updated to reflect **NEW LAW (AB 131, 2021)** which renumbers the license-exempt California State Preschool Program code sections, ensure consistency with the California Department of Education's 2021-22 federal program monitoring instrument, clarify that districts may not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student, add Item #3 to the section regarding "Non-UCP Complaints" that any complaint alleging that a student, while in an education program or activity as specified, was subjected to sexual harassment as defined in 34 CFR 106.30 be addressed through federal Title IX complaint procedures, and clarify in Item #5 that complaints alleging a physical safety concern that interferes with a free appropriate public education is a non-UCP complaint.

Regulation updated to delete outdated and/or repealed U.S. Department of Education's Office for Civil Rights (OCR) references and where appropriate add current OCR material, ensure consistency with the California Department of Education's 2021-22 federal program monitoring instrument, clarify posting requirements for the annual notification, compliance officer contact information and information related to Title IX, add material regarding the requirement for an administrator who is not designated as a compliance officer who receives a complaint to notify the compliance officer, clarify that districts may not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student, add descriptions to the OPTION headings for districts that do or do not allow complainants to appeal to the governing board, delete material regarding respondent being sent the investigation report at the same time it is provided to complainant as this simultaneous exchange is not required by law, amend language in regard to pursuing civil law remedies in the notice to complainants included in investigation reports for allegations of unlawful discrimination, harassment, intimidation, and bullying based on state law, clarify when either party may request reconsideration of an appeal by the Superintendent of Public Instruction, and reflect **NEW LAW (AB 131, 2021)** which renumbers the license-exempt California State Preschool Program code sections.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

- ☐ Informational
- ☒ Discussion
- ☐ Approval
- ☐ Adoption

- ☐ Denial
- ☐ Ratification
- ☐ Explanation: [Click here to enter text.](#)

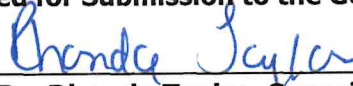
Originating Department/School: Superintendent's Office

Submitted/Recommended By:



Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

WILLIAMS UNIFORM COMPLAINT PROCEDURES

Types of Complaints

The district shall use the procedures described in this administrative regulation only to investigate and resolve the following:

1. Complaints regarding the insufficiency of textbooks and instructional materials including any complaint alleging that: (Education Code 35186; 5 CCR 4681)
 - a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
 - b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.
 - c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
 - d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that: (Education Code 35186; 5 CCR 4682)
 - a. A semester begins and a teacher vacancy exists.
 - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class.

(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)

- c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

Beginning of the year or semester means the ~~first day classes necessary to serve all the pupils enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after~~ **time period from the first day pupils attend classes for that semester. (5 CCR 4600) a year-long course or semester-long course though not later than 20 business days afterwards.**

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

~~(cf. 4112.2—Certification)~~

~~(cf. 4113—Assignment)~~

3. Complaints regarding the condition of school facilities, including any complaint alleging that: (Education Code 35186; 5 CCR4683)

- a. A condition poses an emergency or urgent threat to the health or safety of pupils or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of pupils or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

- b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers. (Education Code 35292.5)

Open restroom means the school has kept all restrooms open during school hours when pupils are not in classes and has kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when the temporary closing of the restroom is necessary for student safety or to make repairs. (Education Code 35292.5)

In any ~~district~~ school serving any of grades 6-12 ~~in which 40 percent or more of the students in the school or school attendance area are from low income~~

~~families, as defined in 20 USC 6314, a complaint may be filed alleging noncompliance with the requirement of Education Code 35292.6 to stock, at all times, at least half~~ **stock and make available and accessible free of cost, an adequate supply of the restrooms in the school with feminine hygiene menstrual products and to not charge students for the use of such products in every women's and all-gender restroom and in at least one men's restroom. (Education Code 35292.6)**

~~(cf. 3514—Environmental Safety)~~
~~(cf. 3517—Facilities Inspection)~~

Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that the district's complaint form specifies the location for filing a complaint and contains a space to indicate whether the complainant desires a response to the complaint. A complainant may add as much text to explain the complaint as desired. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall post in each classroom in each school a notice containing the components specified in Education Code 35186. (Education Code 35186)

Filing of Complaint

A complaint alleging any condition(s) specified in the section "Types of Complaints" above shall be filed with the principal or designee at the school in which the complaint arises. A complaint about problems beyond the authority of the principal shall be forwarded to the Superintendent or designee in a timely manner, but not to exceed 10 working days. Complaints may be filed anonymously. (Education Code 35186; 5 CCR 4680)

Investigation and Response

The principal or a designee of the Superintendent shall make all reasonable efforts to investigate any problem within the principal's or designee's authority. (Education Code 8235.5, 35186; 5 CCR 4685)

The principal or Superintendent's designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR 4685)

If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the principal or Superintendent's designee shall ~~report the~~ **send written** resolution of the complaint to the **mailing address of the complainant as indicated on the complaint** within 45 working days of the initial filing of the complaint. If the principal makes this report,

the information shall be reported at the same time to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of pupils or staff as described in Item #3a in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 35186; 5 CCR 4686)

(cf. 1340—Access to District Records)

Reports

On a quarterly basis, The Superintendent or designee shall report to the Board at a regularly scheduled public Board meeting and to the County Superintendent of Schools summarized data on the nature and resolution of all complaints. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. (Education Code 35186; 5 CCR 4686)

Legal Reference:

EDUCATION CODE

~~234.1 Prohibition of discrimination, harassment, intimidation, and bullying~~

~~1240 County superintendent of schools, duties~~

~~17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account~~

~~33126 School accountability report card~~

~~35186 Williams uniform complaint procedure~~

~~35292.5-35292.6 Restrooms, maintenance and cleanliness~~

~~48985 Notice to parents in language other than English~~

~~60119 Hearing on sufficiency of instructional materials~~

HEALTH AND SAFETY CODE

~~1596.792 California Child Day Care Act; general provisions and definitions~~

~~1596.7925 California Child Day Care Act; health and safety regulations~~

CODE OF REGULATIONS, TITLE 5

~~4600-4670 Uniform complaint procedures, especially:~~

~~4680-4687 Williams complaints~~

UNITED STATES CODE, TITLE 20

~~6314 Title I schoolwide program~~

Management Resources:

WEB SITES

CSBA: ~~<http://www.esba.org>~~

California County Superintendents Educational Services Association: ~~<http://www.cesesa.org>~~

California Department of Education, Williams case: ~~<http://www.cde.ca.gov/eo/ee/we>~~

State Allocation Board, Office of Public School Construction: ~~<http://www.opse.dgs.ca.gov>~~

Regulation
approved: September 17, 2012
revised: ~~June 17, 2021~~

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

WILLIAMS UNIFORM COMPLAINT PROCEDURES

NOTICE TO PARENTS/GUARDIANS, PUPILS, AND TEACHERS: COMPLAINT RIGHTS

Parents/Guardians, Pupils, and Teachers:

Pursuant to Education Code 35186, you are hereby notified that:

1. There should be sufficient textbooks and instructional materials. For there to be sufficient textbooks and instructional materials, each pupil, including English learners, must have a textbook or instructional material, or both, to use in class and to take home.
2. School facilities must be clean, safe, and maintained in good repair.
3. There should be no teacher vacancies or misassignments. There should be a teacher assigned to each class and not a series of substitutes or other temporary teachers. The teacher should have the proper credential to teach the class, including the certification required to teach English learners, if present.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold.

4. If you choose to file a complaint alleging that any of the above conditions is not being met your complaint will be addressed through the district's Williams uniform complaint procedures as required by law. A complaint form may be obtained at the school office or district office, or downloaded from the school or district web site. You may also download a copy of the California Department of Education complaint form from the following web site: <http://www.cde.ca.gov/re/cp/uc>. However, a complaint need not be filed using either the district's complaint form or the complaint form from the California Department of Education.

WILLIAMS UNIFORM COMPLAINT PROCEDURES**COMPLAINT FORM: WILLIAMS UNIFORM COMPLAINT PROCEDURES**

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, teacher vacancy or misassignment. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? ☐ Yes ☐ No

Contact information:

Name: _____

Address: _____

Phone number: Day: _____ Evening: _____

E-mail address, if any: _____

Date problem was observed: _____

Location of the problem that is the subject of this complaint:

School name/address: _____

Course title/grade level and teacher name: _____

Room number/name of room/location of facility: _____

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please use the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

1. Textbooks and instructional materials: (Education Code 35186; 5 CCR 4681)

- ☐ A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
- ☐ A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.
- ☐ Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- ☐ A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. Teacher vacancy or misassignment: (Education Code 35186; 5 CCR 4682)

- ☐ A semester begins and a teacher vacancy exists. A *teacher vacancy* is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.
- ☐ A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.
- ☐ A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

3. Facility conditions: (Education Code 17592.72, 35186, 35292.5, 35292.6, 5 CCR 4683)

- ☐ A condition exists that poses an emergency or urgent threat to the health or safety of pupils or staff including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; and any other condition deemed appropriate by the district.
- ☐ A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers.
- ☐ For a school ~~that serves students in any of~~ **serving any of** grades 6-12 ~~with 40 percent of more of its students from low income families, as defined,~~ the school has ~~not stocked at least half of its restrooms with feminine products, at all times,~~ **stocked** and made ~~these products~~ **an adequate supply of menstrual products in every women's and all-gender restroom, and in at least one men's restroom.**
- ☐ The school has not kept all restrooms open during school hours when pupils are not in classes and has not kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when temporary closing of the restroom is necessary for pupil safety or to make repairs.

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation. For complaints regarding facilities conditions, please describe the emergency or urgent facilities condition and how that condition poses a threat to the health or safety of students or staff.

Please file this complaint at the following location:

(principal or title of designee)

(address)

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

(signature)

(date)

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 10/13/22

Agenda Item:

Board Policy 3110: Transfer of Funds

Background (Describe purpose/rationale of the agenda item):

First Reading: Policy updated to reflect **NEW LAW (SB 98, 2020)** which authorizes, for the 2020-21 and 2021-22 fiscal years if the state defers any payments owed to districts, the temporary transfer of up to 85 percent of the maximum amount held in any fund or account for the payment of obligations. Item #4 revised to clarify requirements for transfers from special reserve funds for capital outlay or other purposes into the general fund for general operating purposes of the district.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

- | | |
|---|--|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial |
| <input checked="" type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click here to enter text. |
| <input type="checkbox"/> Adoption | |


Originating Department/School: Superintendent's Office

Submitted/Recommended By:



Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

TRANSFER OF FUNDS

The Governing Board recognizes its responsibility to monitor the district's fiscal practices to ensure accountability regarding the expenditure of public funds and compliance with legal requirements.

(ef. 3100—Budget)

(ef. 3400—Management of District Assets/Accounts)

(ef. 3460—Financial Reports and Accountability)

~~The Board may transfer funds during or at the end of the fiscal year in accordance with law as necessary to meet district needs or to permit the payment of district obligations. (Education Code 16095, 17582-17592, 42600-42603, 42605, 42841-42843, 52616.4)~~

Tier 3 Categorical Flexibility

~~The Board has determined that it is in the best interest of the district to utilize the flexibility authorized for the use of categorical program funds under Education Code 42605. Funds received by the district for any program identified by law as a Tier 3 categorical program may be expended for any educational purpose.~~

(ef. 2210—Administrative Discretion Regarding Board Policy)

~~Before expending any Tier 3 categorical program funds for another educational purpose, the Board shall hold a public hearing to take testimony from the public, to discuss and approve or disapprove the proposed use of the funding, and to make explicit for each of the categorical programs the purposes for which the funds will be used. (Education Code 42605)~~

~~Any such public hearing shall be held prior to and independent of the Board's regular budget-adoption meeting. Whenever the proposed use of the funding will result in the elimination of a program, the notice of the public hearing shall identify the program to be eliminated. (Education Code 42605)~~

~~During the hearing, the Board shall consider the district's goals for student learning and determine funding priorities and program focus. The Board may also discuss statutory constraints, available resources, and whether program modifications might improve educational outcomes.~~

(ef. 0420—School Plans/Site Councils)

(ef. 0420.1—School-Based Program Coordination)

(ef. 0440—District Technology Plan)

(ef. 1312.4—Williams Uniform Complaint Procedures)

(ef. 3111—Deferred Maintenance Funds)

(ef. 3530—Risk Management/Insurance)

(ef. 4111—Recruitment and Selection)

(ef. 4112.2—Certification)

(ef. 4112.21—Interns)

(ef. 4113—Assignment)

(ef. 4131—Staff Development)

(ef. 4131.1—Beginning Teacher Support/Induction)

~~(ef. 4138—Mentor Teachers)~~
~~(ef. 4139—Peer Assistance and Review)~~
~~(ef. 4231—Staff Development)~~
~~(ef. 4331—Staff Development)~~
~~(ef. 5123—Promotion/Acceleration/Retention)~~
~~(ef. 5136—Gangs)~~
~~(ef. 5141.32—Health Screening for School Entry)~~
~~(ef. 5144.1—Suspension and Expulsion/Due Process)~~
~~(ef. 5145.6—Parental Notifications)~~
~~(ef. 5146—Married/Pregnant/Parenting Students)~~
~~(ef. 5147—Dropout Prevention)~~
~~(ef. 5148.1—Child Care Services for Parenting Students)~~
~~(ef. 5149—At Risk Students)~~
~~(ef. 6141.5—Advanced Placement)~~
~~(ef. 6142.6—Visual and Performing Arts Education)~~
~~(ef. 6142.91—Reading/Language Arts Instruction)~~
~~(ef. 6146.1—High School Graduation Requirements)~~
~~(ef. 6151—Class Size)~~
~~(ef. 6161.1—Selection and Evaluation of Instructional Materials)~~
~~(ef. 6162.52—High School Exit Examination)~~
~~(ef. 6163.1—Library Media Centers)~~
~~(ef. 6164.2—Guidance/Counseling Services)~~
~~(ef. 6172—Gifted and Talented Student Program)~~
~~(ef. 6176—Weekend/Saturday Classes)~~
~~(ef. 6177—Summer School)~~
~~(ef. 6178—Career Technical Education)~~
~~(ef. 6178.2—Regional Occupational Center/Program)~~
~~(ef. 6179—Supplemental Instruction)~~
~~(ef. 6184—Continuation Education)~~
~~(ef. 6185—Community Day School)~~
~~(ef. 6200—Adult Education)~~
~~(ef. 9323.2—Actions by the Board)~~

The total amount budgeted by the district for each major classification of expenditures, as listed in the California Department of Education's budget forms, shall be the maximum amount which the district may expend for that classification for the school year. (Education Code 42600)

However, when it is in the best interest of the district, the Board may:

1. At any time, adopt a written resolution providing for transfers from the designated fund balance or the unappropriated fund balance to any expenditure classification or between classifications. The resolution shall be filed with the County Superintendent of Schools and the County Auditor. (Education Code 42600)
2. Direct the temporary transfer of monies held in any district fund or account to another fund or account as necessary for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. No more than 75 percent of the maximum amount held in any fund or account during the current fiscal year may be transferred. Amounts transferred shall be repaid 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. (Education Code 42603)
3. At the close of a school year, request that the County Superintendent make transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification(s), or balance any expenditure classifications of the district budget as necessary for the payment of obligations incurred during that school year. (Education Code 42601)

4. If any special reserve funds that are maintained for capital outlay or other purposes pursuant to Education Code 42842 are not actually encumbered for ongoing expenses, transfer those monies into the general fund for the general operating purposes of the district. If any monies remain in the special reserve fund at the conclusion of a project, the Board may submit a written request to the County Superintendent, Auditor, and Treasurer to discontinue the special reserve fund and transfer those monies to the district's general fund. (Education Code 42841-42843)

Transfer monies between other funds or accounts when authorized by law.

~~The Superintendent or designee shall regularly report to the Board regarding how the district is exercising the flexibility and whether the desired results are being achieved. He/she shall also complete any necessary reports required by the California Department of Education.~~

Legal Reference:

EDUCATION CODE

78 Definition governing board
5200 Districts governed by boards of education
~~16095 Transfer of district funds to district state school building fund~~
~~17582 Deferred maintenance fund; establishment; purpose~~
~~17583 Deferred maintenance fund; transfer~~
~~17584 Budgeting certification deferred maintenance fund; apportionment~~
~~17585 Applications for deferred maintenance funding~~
41301 Section A state school fund allocation schedule
42125 Designated and unappropriated fund balances
42238-42251 Apportionments to districts
42600 District budget limitation on expenditure
42601 Transfers between funds to permit payment of obligations at close of year
42603 Transfer of monies held in any fund or account to another fund; repayment
~~42605 Tier 3 categorical flexibility~~
42840-42843 Special reserve fund
~~52616.4 Expenditures from adult education fund~~

Management Resources:

CSBA PUBLICATIONS

Flexibility Provisions in the 2008 and 2009 State Budget: Policy Considerations for Governance Teams, Budget Advisory, March 2009

CALIFORNIA DEPARTMENT OF EDUCATION CORRESPONDENCE

Fiscal Issues Relating to Budget Reductions and Flexibility Provisions, April 2009

WEB SITES

CSBA: <http://www.esba.org>

California Department of Education: <http://www.cde.ca.gov>

Fiscal Crisis and Management Assistance Team: <http://www.femat.org>

Cross Reference:

0460 Local Control and Accountability Plan
3000 Concepts and Roles
3100 Budget
3300 Expenditures and Purchases
3350 Travel Expenses
3400 Management of District Assets/Accounts
3460 Financial Reports and Accountability
3470 Debt Issuance and Management
3551 Food Service Operations/Cafeteria Fund

Policy
adopted: September 17, 2012
revised:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California

LAKESIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 10/13/22

Agenda Item:

Board Policy and Administrative Regulation 3517: Facilities Inspection

Background (Describe purpose/rationale of the agenda item):

First Reading: Regulation updated to reflect NEW LAW (AB 367, 2021) which requires any school serving any of grades 6-12 to, at all times, stock and make available and accessible free of cost an adequate supply of menstrual products in specified restrooms beginning with the 2022-23 school year, and to post a notice, as specified, regarding this requirement in a prominent and conspicuous location.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

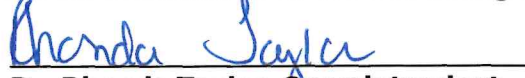
- | | |
|--|---|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial |
| <input checked="" type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Approval | <input type="checkbox"/> Review Click here to enter text. |
| <input type="checkbox"/> Adoption | <input type="checkbox"/> Explanation: Click here to enter text. |
-

Originating Department/School: Superintendent's Office

Submitted/Recommended By:


Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:


Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

FACILITIES INSPECTION

The Governing Board recognizes that the condition of school facilities may have an impact on safety, student achievement, and employee morale and desires to provide school facilities that are safe, clean, and functional, as defined in Education Code 17002.

~~(cf. 0510—School Accountability Report Card)~~

~~(cf. 1312.4—Williams Uniform Complaint Procedures)~~

~~(cf. 3111—Deferred Maintenance Funds)~~

~~(cf. 3514—Environmental Safety)~~

The Superintendent or designee shall develop a facilities inspection and maintenance program to ensure that school facilities are maintained in good repair in accordance with law. At a minimum, the program shall analyze those facility conditions specified on the facilities inspection tool developed by the Office of Public School Construction, including the following:

1. Gas Leaks: Gas systems and pipes appear safe, functional, and free of leaks.
2. Mechanical Systems: Heating, ventilation, and air conditioning systems as applicable are functional and unobstructed.
3. Windows/Doors/Gates/Fences (interior and exterior): Conditions that pose a safety and/or security risk are not evident.
4. Interior Surfaces (floors, ceilings, walls, and window casings): Interior surfaces appear to be clean, safe, and functional.
5. Hazardous Materials (interior and exterior): There does not appear to be evidence of hazardous materials that may pose a threat to students or staff.
6. Structural Damage: There does not appear to be structural damage that could create hazardous or uninhabitable conditions.
7. Fire Safety: The fire equipment and emergency systems appear to be functioning properly.
8. Electrical (interior and exterior): There is no evidence that any portion of the school has a power failure and electrical systems, components, and equipment appear to be working properly.
9. Pest/Vermin Infestation: Pest or vermin infestation is not evident.
10. Drinking Fountains (inside and outside): Drinking fountains appear to be accessible and functioning as intended.

11. Restrooms: Restrooms appear to be accessible during school hours, are clean, functional, and in compliance with Education Code 35292.5 (operational and supplied).
12. Sewers: Sewer line stoppage is not evident.
13. Roofs (observed from the ground, inside/outside the building): Roof system appears to be functioning properly.
14. Playground/School Grounds: The playground equipment and school grounds appear to be clean, safe, and functional.
15. Overall Cleanliness: School grounds, buildings, common areas, and individual rooms appear to be cleaned regularly.

The Superintendent or designee shall ensure that any necessary repairs identified during the inspection are made in a timely and expeditious manner. The Superintendent or designee shall provide the Board with regular reports regarding the district's facility inspection program and updates of any visits to district schools by the County Superintendent of Schools.

Legal Reference:

EDUCATION CODE

~~1240 County superintendent of schools, duties~~

~~17002 Definitions~~

~~17070.10-17077.10 Leroy F. Greene School Facilities Act of 1998~~

~~17565-17591 Property maintenance and control, especially:~~

~~17584 Deferred maintenance~~

~~17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account~~

~~33126 School accountability report card~~

~~35186 Williams uniform complaint procedure~~

CODE OF REGULATIONS, TITLE 2

~~1859.300-1859.330 Emergency Repair Program~~

Management Resources:

CSBA PUBLICATIONS

~~Williams Settlement and the Emergency Repair Program, Policy Brief, January 2008~~

COALITION OF ADEQUATE SCHOOL HOUSING PUBLICATIONS

~~Facility Inspection Tool Guidebook, February 2008~~

WEB SITES

~~CSBA: <http://www.esba.org>~~

~~California County Superintendents Educational Services Association: <http://www.cesesa.org>~~

~~California Department of Education, Williams Case: <http://www.cde.ca.gov/ed/ee/we/index.asp>~~

~~Coalition of Adequate School Housing: <http://www.cashnet.org>~~

~~State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>~~

State

2 CCR 1859.300-1859.330

Ed. Code 1240

Ed. Code 17002

Ed. Code 17070.10-17077.10

Ed. Code 17565-17591

Ed. Code 17592.72

Ed. Code 33126

Ed. Code 35186

Description

Emergency Repair Program

County superintendent of schools, duties

State School Building Lease-Purchase Law, including definition of good repair

Leroy F. Greene School Facilities Act of 1998

Property maintenance and control

Urgent or emergency repairs; School Facility Emergency Repair Account

School accountability report card

Complaints regarding teacher vacancy or misassignment

Ed. Code 35292.5-35292.6

Federal

20 USC 6314

42 USC 300f-300j-27

Management Resources

State Allocation Board, Public School Construction

Website

Website

Website

Website

Website

Website

Cross References

Code

0460

0510

1312.4

1312.4-E(1)

1312.4-E(2)

1330.1

3000

3311

3511.1

3514

3514.2

3516

3550

6117

7110

7111

9000

Restrooms; maintenance and cleanliness

Description

Schoolwide programs

Safe Drinking Water Act

Description

Facility Inspection Tool: School Facility Conditions Evaluation

CSBA District and County Office of Education Legal Services

California County Superintendents Educational Services Association

California Department of Education, Williams Case

State Allocation Board, Office of Public School Construction

Coalition for Adequate School Housing

CSBA

Description

Local Control And Accountability Plan

School Accountability Report Card

Williams Uniform Complaint Procedures

Williams Uniform Complaint Procedures

Williams Uniform Complaint Procedures

Joint Use Agreements

Concepts And Roles

Bids

Integrated Waste Management

Environmental Safety

Integrated Pest Management

Emergencies And Disaster Preparedness Plan

Food Service/Child Nutrition Program

Year-Round Schedules

Facilities Master Plan

Evaluating Existing Buildings

Role Of The Board

Policy 3517

adopted: September 17, 2012

revised:

LAKESIDE UNION SCHOOL DISTRICT

Lakeside, California

FACILITIES INSPECTION

The Superintendent or designee shall inspect school facilities to ensure that they are maintained and in good repair. At a minimum, the Superintendent or designee shall assess those facility conditions specified on the facilities inspection tool developed by the Office of Public School Construction, including, but not limited to, the following: (Education Code 17002, 35292.5)

1. **Gas Leaks:** Gas systems and pipes appear and smell safe, functional, and free of leaks.
2. **Mechanical Systems:** Heating, ventilation, and air conditioning systems, as applicable, are functional and unobstructed; appear to supply an adequate amount of air to all classrooms, workspaces, and facilities; and maintain interior temperatures within normally acceptable ranges.
3. **Windows and Doors:** Windows and doors are intact, functional, and open, close, and lock as designed, unless there is a valid reason they should not function as designed.
4. **Fences and Gates:** Fences and gates are intact, functional, and free of holes and other conditions that could present a safety hazard to students, staff, or others. Locks and other security hardware function as designed.
5. **Interior Surfaces (walls, floors, ceilings):** Interior surfaces are free of safety hazards from tears, holes, missing floor and ceiling tiles, torn carpet, water damage, or other cause. Ceiling tiles are intact. Surfaces display no evidence of mold or mildew.
6. **Hazardous Materials:** Hazardous and flammable materials are stored properly. No evidence of peeling, chipping, or cracking paint is apparent. No indicators of mold, mildew, or asbestos exposure are evident. There does not appear to be evidence of hazardous materials that may pose a threat to the health and safety of students or staff.
7. **Structures:** Posts, beams, supports for portable classrooms and ramps, and other structures appear intact, secure, and functional as designed. Ceilings and floors are not sloping or sagging beyond their intended design. There is no visible evidence of severe cracks, dry rot, mold, or damage that undermines structural components.
8. **Fire Safety and Emergency Equipment:** Fire sprinklers, fire extinguishers, emergency alarm systems, and all emergency equipment and systems appear to be functioning properly. Fire alarm pull stations are clearly visible. Fire extinguishers are current and placed in all required areas, including every classroom and assembly area. Emergency exits are clearly marked and unobstructed.
9. **Electrical Systems:** Electrical systems, components, and equipment, including switches, junction boxes, panels, wiring, outlets, and light fixtures, are securely enclosed, properly covered and guarded from student access, and appear to be working properly.
10. **Lighting:** Interior and exterior lighting appears to be adequate and working properly. Lights do not flicker, dim, or malfunction, and there is no unusual hum or noise from light fixtures.

11. **Pest/Vermin Infestation:** No visible or odorous indicators of pest or vermin infestation are evident.
12. **Drinking Fountains:** Interior and exterior drinking fountains are functional, accessible, and free of leaks. Drinking water pressure is adequate. Fountain water is clear and without unusual taste or odor, and moss, mold, or excessive staining is not evident.
13. **Restrooms:** Restrooms are fully operational, maintained and cleaned regularly, and stocked at all times with supplies (including toilet paper, soap, and paper towels or functional hand dryers) in accordance with Education Code 35292.5. The school keeps all restrooms open during school hours when students are not in classes and keeps a sufficient number of restrooms open during school hours when students are in classes, except when necessary to temporarily close a restroom for student safety or to repair the facility.

In addition, any school serving any of grades 6-12 shall, at all times, stock and make available and accessible free of cost, an adequate supply of menstrual products in every women's and all-gender restroom, and in at least one men's restroom. The district shall post in a prominent and conspicuous location a notice regarding this requirement that includes an email address and telephone number, a designated individual responsible for maintaining the requisite supply of menstrual products. (Education Code 35292.6)

14. **Sewers:** The sanitary sewer system controls odors as designed, displays no signs of stoppage, backup, or flooding in school facilities or on school grounds, and appears to be functioning properly.
15. **Roofs:** Roofs, gutters, roof drains, and downspouts appear to be functioning properly and are free of visible damage and evidence of disrepair when observed from the ground from inside and outside the building
16. **Drainage:** School grounds do not exhibit signs of drainage problems, such as visible evidence of flooded areas, eroded soil, water damage to asphalt playgrounds or parking areas, or clogged storm drain inlets.
17. **Playground/School Grounds:** Playground equipment (exterior fixtures, seating, tables, and equipment), school grounds, fields, walkways, and parking lot surfaces are functional and free of significant cracks, trip hazards, holes, deterioration that affects functionality or safety, and other health and safety hazards.
18. **Overall Cleanliness:** School grounds, buildings, common areas, and individual rooms appear to have been cleaned regularly and are free of accumulated refuse and unabated graffiti. Restrooms, drinking fountains, and food preparation or serving areas appear to have been cleaned each day that school is in session.

In addition, to ensure the health and safety of students, the Superintendent or designee shall provide for the testing of drinking water on campus and of the soil and painted surfaces of school facilities for the presence of lead and/or other harmful substances, in accordance with state and federal standards.

The Superintendent or designee shall ensure that any necessary repairs or removal of hazards identified during the inspection are made in a timely and expeditious manner.

An assessment of the safety, cleanliness, and adequacy of school facilities, including any needed maintenance to ensure good repair as defined in Education Code 17002, shall be reported on the school accountability report card. (Education Code 33126)

Any complaint alleging a school facility condition that poses an emergency or urgent threat to the health or safety of students or staff, or alleging that a school restroom is not clean, maintained, stocked, or kept open, shall be addressed in accordance with AR 1312.4 - Williams Uniform Complaint Procedures.

The Superintendent or designee shall provide the Governing Board with regular reports regarding the district's facility inspections and updates of any visits to district schools by the County Superintendent of Schools to review school facilities.

FACILITIES INSPECTION

NOTICE REGARDING MENSTRUAL PRODUCTS

Education Code 35292.6 requires that:

- a. On or before the start of the 2022-23 school year, a public school, including a school operated by a school district, county office of education, or charter school, maintaining any combination of classes from grades 6 to 12, inclusive, shall stock the school's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom.**
- b. A public school described in subdivision (a) shall not charge for any menstrual products provided to pupils.**
- c. A public school described in subdivision (a) shall post a notice regarding the requirements of this section in a prominent and conspicuous location in every restroom required to stock menstrual products, available and accessible, free of cost, pursuant to this section. This notice shall include the text of this section and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.**
- d. For purposes of this section, "menstrual products" means menstrual pads and tampons for use in connection with the menstrual cycle.**
- e. This section shall become operative on July 1, 2022.**

The name and contact information for the individual responsible for maintaining the requisite supply of menstrual products is:

(name and/or title/position)

(telephone number)

(email address)

LAKE SIDE UNION SCHOOL DISTRICT

Governing Board Meeting Date: 10/13/22

Agenda Item:

Board Policy 6120: Response to Instruction and Intervention

Background (Describe purpose/rationale of the agenda item):

First Reading: Policy updated to emphasize the importance of learning and behavioral outcomes and progress monitoring as it relates to multi-tiered system of supports (MTSS) and the integration of MTSS into such frameworks, expand the list of individuals that may be included in designing the district's MTSS system, add the examination of student social-emotional well-being as one of the bases for design, provide more detail regarding strategies and interventions including ten core components of the MTSS model identified by the California Department of Education, and that MTSS may be utilized as one component when considering the referral of a student for evaluation for special education or other services.

Fiscal Impact (Cost):

N/A

Funding Source:

N/A

Recommended Action:

- | | |
|---|--|
| <input type="checkbox"/> Informational | <input type="checkbox"/> Denial |
| <input checked="" type="checkbox"/> Discussion | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Approval | <input type="checkbox"/> Explanation: Click here to enter text. |
| <input type="checkbox"/> Adoption | |

Originating Department/School: Superintendent's Office

Submitted/Recommended By:



Lisa DeRosier, Executive Assistant

Approved for Submission to the Governing Board:



Dr. Rhonda Taylor, Superintendent

Reviewed by Cabinet Member: _____

RESPONSE TO INSTRUCTION AND INTERVENTION

The Governing Board desires to improve learning and behavioral outcomes for all students by providing a high-quality, data-driven educational program that meets the learning and behavioral needs of each student and reduces disparities in achievement among subgroups of students. Students who are not making academic progress pursuant to district measures of performance and/or are struggling behaviorally shall receive intensive instruction and intervention supports designed to meet individual learning needs, with progress monitoring.

The Superintendent or designee shall convene a team that may include, as appropriate, staff with knowledge of curriculum and instruction, student services, special education, and instructional and behavioral support, certificated personnel, other district staff, and parents/guardians to assist in designing the district's Multi-Tiered Systems of Support (MTSS) system, based on an examination of indicators of district and school wide student achievement and social-emotional well-being.

The district's MTSS system shall include instructional strategies and interventions with demonstrated effectiveness and be aligned with the district curriculum and assessments. The Superintendent or designee may conduct ongoing screening to determine student needs, analyze data, identify interventions for students not making adequate academic progress, monitor the effectiveness of the interventions, and adjust interventions according to efficacy.

The district's MTSS system shall include research-based, standards-based, culturally relevant instruction for students in the general education program; universal screening and continuous classroom monitoring to determine students' needs and to identify those students who are not making progress; criteria for determining the types and levels of interventions to be provided; and subsequent monitoring of student progress to determine the effectiveness of the intervention and to make changes as needed.

Additionally, the districts MTSS system shall provide for:

- 1. High-quality classroom instruction**
- 2. High expectations**
- 3. Assessments and data collection**
- 4. Problem-solving systems approach**
- 5. Research-based interventions**
- 6. Positive behavioral support**
- 7. Fidelity of program implementation**

8. Staff development and collaboration, which may include training in the use of assessments, data analysis, research-based instructional practices and strategies and emphasize a collaborative approach of professional learning communities among teachers within and across grade spans

9. Parent/guardian and family involvement, including collaboration and engagement

The Superintendent or designee shall ensure that parents/guardians are involved at all stages of the instructional, intervention, and progress monitoring process. Parents/guardians shall be kept informed of the services that have and will be provided, the strategies being used to increase the student's rate of learning, the supports provided to improve behavioral difficulties, and the performance data that has and will be collected.

10. Consideration of further evaluation utilizing MTSS data

The MTSS system may be utilized as one component when considering the referral of a student for evaluation for special education or other services

Legal Reference:

<u>State</u>	<u>Description</u>
<i>Ed. Code 56329</i>	<i>Assessment, written notice to parent</i>
<i>Ed. Code 56333-56338</i>	<i>Eligibility for specific learning disabilities</i>
<i>Ed. Code 56500-56509</i>	<i>Procedural safeguards</i>
<u>Federal</u>	<u>Description</u>
<i>20 USC 1400-1482</i>	<i>Individuals with Disabilities Education Act</i>
<i>20 USC 1416</i>	<i>Monitoring, technical assistance, and enforcement</i>
<i>34 CFR 300.301-300.11</i>	<i>Evaluations, reevaluations, and additional procedures for identifying children with specific learning disabilities</i>
<u>Management Resources</u>	<u>Description</u>
<i>California Department of Education Publication</i>	<i>Disproportionality Calculation Methodologies</i>
<i>Court Decision</i>	<i>M.M. v. Lafayette School District (9th Cir. 2014) 767 F.3d 842</i>
<i>CSBA Publication</i>	<i>Best Practices in Special Education, Governance Brief, May 2019</i>
<i>National Council on Disability Publication</i>	<i>IDEA Series: Every Student Succeeds Act and Students with Disabilities February 2018</i>
<i>U.S. Department Of Education Publication</i>	<i>Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021</i>
<i>U.S. Department of Education Publication</i>	<i>A Response to Intervention (RTI) Process Cannot Be Used to Delay-Den an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011</i>
<i>Website</i>	<u><i>CSBA District and County Office of Education Legal Services</i></u>
<i>Website</i>	<u><i>National Council on Disability</i></u>
<i>Website</i>	<u><i>National Center for Learning Disabilities RTI Action Network</i></u>
<i>Website</i>	<u><i>California Department of Education</i></u>
<i>Website</i>	<u><i>CSBA</i></u>
<i>Website</i>	<u><i>U.S. Department of Education</i></u>

Cross References

<u>Code</u>	<u>Description</u>
0000	<i>Vision</i>
0200	<i>Goals For The School District</i>
0415	<i>Equity</i>
0460	<i>Local Control And Accountability Plan</i>
0470	<i>COVID-19 Mitigation Plan</i>
0500	<i>Accountability</i>
4115	<i>Evaluation/Supervision</i>
4131	<i>Staff Development</i>
4231	<i>Staff Development</i>
4331	<i>Staff Development</i>
5020	<i>Parent Rights And Responsibilities</i>
5123	<i>Promotion/Acceleration/Retention</i>
5147	<i>Dropout Prevention</i>
6000	<i>Concepts And Roles</i>
6011	<i>Academic Standards</i>
6020	<i>Parent Involvement</i>
6141	<i>Curriculum Development And Evaluation</i>
6142.91	<i>Reading/Language Arts Instruction</i>
6142.92	<i>Mathematics Instruction</i>
6159	<i>Individualized Education Program</i>
6159.4	<i>Behavioral Interventions For Special Education Students</i>
6162.5	<i>Student Assessment</i>
6162.51	<i>State Academic Achievement Tests</i>
6164.2	<i>Guidance/Counseling Services</i>
6164.4	<i>Identification And Evaluation Of Individuals For Special Education</i>
6164.5	<i>Student Success Teams</i>
6164.6	<i>Identification And Education Under Section 504</i>
6171	<i>Title I Programs</i>
6173	<i>Education For Homeless Children</i>
6173-E PDF(1)	<i>Education For Homeless Children</i>
6173-E PDF(2)	<i>Education For Homeless Children</i>
6173.2	<i>Education Of Children Of Military Families</i>
6174	<i>Education For English Learners</i>
6179	<i>Supplemental Instruction</i>
6190	<i>Evaluation Of The Instructional Program</i>

Policy 6120
adopted:
revised:

LAKESIDE UNION SCHOOL DISTRICT
Lakeside, California