

**SOUTHSIDE SCHOOL DISTRICT
REGULAR MEETING, BOARD OF TRUSTEES
Wednesday May 3rd, 2023
4991 Southside Road, Hollister, CA 95023
Art Room**

CLOSED SESSION – 5:30 p.m. OPEN SESSION - 6:00 p.m.

AGENDA

- I. Call To Order: 5:30 p.m.
 - a. Roll Call
 - b. Comments from the Public – This is a time for the public to address the Board. (A maximum of 3 minutes will be allotted to each speaker.)
 - c. Recess to Closed Session
- II. Closed Session 5:30 p.m.

Notice is hereby given that a closed session of the Board will be held under the general provisions listed as follows:

- a. PERSONNEL - Closed Session Pursuant to Government Code Section 54957 & 54957.6(a)

- 1. Conference with Labor Negotiator - Classified “Sunshine Letter.”

- b. STUDENT MATTER – Closed Session Pursuant to Government Code Section 35146, 48912 & 49070

- 1. Inter-district Transfer Status

- III. Regular Session 6:00pm

- a. Roll Call

- Present:
 - Michael Ruth
 - Julia Otterlei
 - Julie Corrigan
 - Laura Forth
 - Julio Salazar

- Absent:

- b. Report any action taken in closed session

c. Pledge of Allegiance

d. Approval of the Agenda

e. Comments from the Public – This is a time for the public to address the Board. A maximum of 3 minutes will be allotted to each speaker.

IV. Discussion/Action Items

a. Officers' Reports

1. Superintendent/Principal

- a. Multiuse room update
- b. Open House 4/13
- c. 8th grade Promotion
- d. CAASPP Testing
- e. Summer Migrant program
- f. Exterior fencing

2. Board Member Comments

3. Board President

4. Parent Club

V. Consent Items

These items are considered routine and may be enacted by the board in one motion. There is no discussion on these items prior to the motion unless a specific item is removed from the consent list.

- a. Regular Board Meeting Minutes April 12th, 2023 as presented.
- b. Warrants report dated 4/1/23-4/30/23 through date range, as presented.

VI. Discussion/Action Items

a. Board Policy – Bullying 5131 (DISCUSSION)

Rationale: The board has asked Mr. Schilling to review the policies from surrounding districts and to make a recommendation to the board.

Summary of the Bulling Policies (5131.2) from 4/12/23

Comparison of policies from:
Hollister School District

North County Joint Union (Spring Grove)
Hollister High School

-HSD and SG have the same policy in most areas. The order of the document is different but contain much of the same language. SG does not have a referral process like HSD to individuals who are not employed by the district. As an example, referral to a restorative justice program or to child welfare attendance personnel.

-All policies contain staff development and posting of procedural steps on the district website.

-The High school policy is different from the other two. It includes language about suicide prevention, title IX, student instruction, and much more about a referral to law enforcement.

Recommendation: To use the format and content of the Spring Grove policy.

Recommended Motion: For the Southside board to review and adopt a version of the North County Joint Union school board policy on Bullying prevention.

Budget Source: TBD

- b. 2023-2024 Southside School Instructional Calendar Revision (ACTION)
2024-2025 Southside School Instructional Calendar Draft (Discussion)

Rationale: The approved 2023-2024 instructional calendar is currently different from the San Benito High School calendar. The high school adjusted the 2023-2024 academic calendar for students. For the Southside academic calendar to mirror the high school changes were required. Approval of this action would correct the differences and provide a similar calendar between Southside and San Benito High School. Additionally, the 2024-2025 calendar is currently being reviewed and this is the first opportunity for the board to review the 2024-2025 draft calendar.

Recommendation: Approve the revised 2023-2024 instructional calendar.

Recommended Motion: Approve the revised 2023-2024 instructional calendar.

Funding Source: N/A

- c. School Board Policy (DISCUSSION)

Rationale: The board has request to have the opportunity to discuss the polices for the district as an open discussion item. It has been requested to be an ongoing item moving forward.

Recommendation: That the board discuss the topic of a school board policies for Southside school.

Budget Source: N/A

d. Quarterly Investment of Funds report ending March 31st, 2023 (ACTION)

Recommendation: The submitted report was prepared by the County Treasurer and reflects the overall pool of funds invested of which Southside school is a part of.

Recommended Motion: That the Board of Education review and accept the Quarterly Investment of Funds Report ending March 31st, 2023.

Rationale: The report and subsequent quarterly reports are required to go to the board for review and acceptance and should be documented as an action item in the board minutes.

Budget Source: N/A

e. Memorandum of Understanding (MOU) San Benito County office of Education (SBCOE) and Southside School District for the 2023-2024 school year for the following services: Fiscal Services, Student Transfers, Teacher Induction Services, Special Education Transportation, Year End Budget Transfers, Resolution to Transport Warrants, and Authorized Signatures

Rationale: The purpose of the MOU's is to define the scope and cost of the partnership between the SBCOE and the district as it relates to Fiscal Services, Student Transfers, Teacher Induction Services, Special Education Transportation, Year End Budget Transfers, Resolution to Transport Warrants, Authorized Signatures, Educational Services and Human Resources Services. The SBCOE will act as the service provider for the district and the specified programs identified in the resolutions and agreements. The terms of the MOU's will be valid based upon the terms of the agreements.

Recommendation: Approve the 2023-2024 MOU's between the SBCOE and the Southside school district for:

- A. Fiscal Services
- B. Student Transfers
- C. Teacher Induction Services
- D. Special Education Transportation
- E. Resolution to Transport Warrants
- F. Authorized Signatures
- G. Year End Budget Transfers
- H. Educational and Human Resources Services

Recommended Motion: Approve the 2023-2024 the MOU's as stated.

Funding Source: 0001-0999: Unrestricted: 1. \$7,800 Fiscal Services, TBD Student transfers, Teacher Induction, \$1,800 per teacher plus mentor teacher expenses, TBD Special Education Transportation. N/A Year End Budget Transfers, Resolution to Transport Warrants, and Authorized Signatures, \$6,300 Educational Services and Human Resource Services

f. School Resource Officer (DISCUSSION)

Recommendation: That the board discuss the topic of a school resource office for Southside school.

Recommended Motion: N/A

Rationale: School safety is a concern across our nation and the board will discuss the position of school resource officer and the viability of having an officer on campus.

Budget Source: N/A

VII. Closing Items

a. The next Regular Meeting of the Board is Wednesday May 31st and June 7th, 2023, at 6:00 pm.

b. Adjournment

PUBLIC COMMENTS –

Individuals wishing to address the Board on a non-agenda item may do so during the Comments from the Public. However, no action may be taken on an item, which is not on the agenda. The public is welcomed to address the Board on agenda items and may do so at the time it is presented. Guidelines for Comments from the Public will be as follows: A maximum of 5 minutes will be allotted to each speaker with a maximum of 20 minutes to a subject area.

No disruptive conduct will be permitted at any Southside School Board of Trustees meeting.

AGENDA ITEMS –

Individuals wishing to have an item appear on the agenda must submit the request in writing to the Superintendent/Principal two weeks prior to the regularly scheduled meeting. The Board President and Superintendent/President will determine what items will be included in the agendas. Regular meetings are held the first Wednesday of each month.

Items listed under the Consent Agenda are considered routine and are acted on by the Board of Trustees as one motion. It is understood that the Administration recommends

approval on all consent items. Each item on the Consent Agenda approved by the Board of Trustees shall be deemed to have been considered in full and adopted as recommended.

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact Southside School at (831) 637-4439 x 100. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting.



SOUHSIDE SCHOOL DISTRICT BOARD OF TRUSTEES
4991 Southside Rd. Hollister, CA 95023
REGULAR MEETING: Wednesday, April 12th, 2023
In-Person Meeting

MINUTES

ITEM I – Call to Order: 5:30pm

- a. Meeting called to order at 5:31pm by Mr. Michael Ruth**

Roll Call:

Board Members Present:

- Michael Ruth
- Laura Forth

- Julia Otterlei
- Julio Salazar

Board Members Absent:

- Julie Corrigan

- b. Comments from public –**
c. Recess to Closed Session

ITEM II – Closed Session 5:30pm

Notice is hereby given that a closed session of the Board will be held under the general provisions listed as follows:

- a. Personnel – Closed Session Pursuant to Government Code Section 54957 & 54957.6(a)
 1. Conference with Labor Negotiator – Certificated “Sunshine Letter”

- b. STUDENT MATTER – Closed Session Pursuant to Government Code Section 35146, 48912 & 49070
 2. Inter-district Transfer Status

ITEM III

- a. Roll Call – Closed Session ended at 6:05pm regular session started at 6:07pm**

Present:

Absent:

- Michael Ruth
- Laura Forth
- Julie Corrigan (6:10pm)
- Julia Otterlei
- Julio Salazar

- b. The Board directed Mr. Schilling to negotiate with the SEA.**

- c. Approval of the Agenda – Laura Forth made the motion to approve the agenda and was seconded by Julia**

- a. Regular Board Meeting Minutes March 8th, 2023 as presented.
- b. Warrants report dated 3/1/23-3/31/23 through date range, as presented.

Julio Salazar made a motion to approve the consent items and Laura Forth second the motion and carried the following vote: Yes –5; No/Absent/Abstain – 0

ITEM VI – DISCUSSION/ACTION ITEMS

- a. Board Policy – Bullying 5131 (DISCUSSION)

The board discussed the Southside board policy on Bullying and was provided copies of similar policies from local districts. The board talked about the need to update the Southside policy regarding the complaint procedure, timelines, staff development, discipline, and harassment. The board asked Mr. Schilling to do a comparison of the local policies to present at the next board meeting.

- b. J-13 a. School Instructional minutes and school closure (ACTION)

Rationale: The Request for Allowance of Attendance Due to Emergency Conditions, Form J-13A is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392, 46393 and *California Code of Regulations (CCR)*, Title 5, Section 428. Approval of a Form J-13A request from the California Department of Education, combined with other attendance records, serve to document a local educational agency's (LEA) compliance with instructional time laws and provide authority to maintain school for less than the required instructional days and minutes without incurring a fiscal penalty to the LEA's Local Control Funding Formula (LCFF) funding.

Recommended Motion: That the Board of Education review and approve the Southside J-13 a. application for submission to the California Department of Education.

Julie Corrigan made the motion to approve Southside J-13 a form and was seconded by Julia Otterlei and carried the following vote: Yes – 5; No/Absent/Abstain – 0

- c. School Resource Officer (DISCUSSION)

The board discussed the possibility of having a school resource officer on campus. The board talked about the issues with pay, availability of Sheriff personnel, using the officer for a part time position, all with the intention of making the campus safer. The board wanted to explore what it would cost for a part time person to come by a few times a day. The discussion then changed to safety issues about the side gate and gym door in the morning. The board asked about a bid for an exterior gate for the front of campus. Lastly, the board talked about revisiting the KSL report to review the recommendations.

- d. Vision for Southside School Community (DISCUSSION)

Rationale: At the March board meeting, board members discussed the desire to review the



Summary of the Bulling Policies (5131.2) from 4/12/23

Comparison of policies from:

Hollister School District

North County Joint Union (Spring Grove)

Hollister High School

-HSD and SG have the same policy in most areas. The order of the document is different but contain much of the same language. SG does not have a referral process like HSD to individuals who are not employed by the district. As an example, referral to a restorative justice program or to child welfare attendance personnel.

-All policies contain staff development and posting of procedural steps on the district website.

-The High school policy is different from the other two. It includes language about suicide prevention, title IX, student instruction, and much more about a referral to law enforcement.

Recommendation: To use the format and content of the Spring Grove policy.

» **Policy 5131.2: Bullying Spring Grove Joint Union**

Status: ADOPTED

Original Adopted Date: 11/12/2015 | Last Revised
Date: 04/02/2020 | Last Reviewed Date: 04/02/2020

[see more](#)

The Governing Board recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student. No individual or group shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, retaliate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel or retaliate against them for filing a complaint or participating in the complaint resolution process.

(cf. 5131 - Conduct)
(cf. 5136 - Gangs)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

The Superintendent or designee shall develop strategies for addressing bullying in district schools with the involvement of students, parents/guardians, and staff. As appropriate, the Superintendent or designee may also collaborate with social services, mental health services, law enforcement, courts, and other agencies and community organizations in the development and implementation of effective strategies to promote safety in schools and the community.

(cf. 1220 - Citizen Advisory Committees)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 6020 - Parent Involvement)

Such strategies shall be incorporated into the comprehensive safety plan and, to the extent possible, into the local control and accountability plan and other applicable district and school plans.

(cf. 0420 - School Plans/Site Councils)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3. If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

(cf. 1312.3 - Uniform Complaint Procedures)

If the Superintendent or designee believes it is in the best interest of a student who has

been the victim of an act of bullying, as defined in Education Code 48900, the Superintendent or designee shall advise the student's parents/guardians that the student may transfer to another school. If the parents/guardians of a student who has been the victim of an act of bullying requests a transfer for the student pursuant to Education Code 46600, the Superintendent or designee shall allow the transfer in accordance with law and district policy on intradistrict or interdistrict transfer, as applicable.

(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 5117 - Interdistrict Attendance)

Cyberbullying includes the creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

(cf. 5145.2 - Freedom of Speech/Expression)

Strategies for addressing bullying in district schools shall be developed with involvement of key stakeholders, including students, parents/guardians, and staff, and may be incorporated into the comprehensive safety plan, the local control and accountability plan, and other applicable district and school plans.

(cf. 0420 - School Plans/Site Councils)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 1220 - Citizen Advisory Committees)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 6020 - Parent Involvement)

As appropriate, the Superintendent or designee may collaborate with law enforcement, courts, social services, mental health services, other agencies, and community organizations in the development and implementation of joint strategies to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.

(cf. 1020 - Youth Services)

Bullying Prevention

To the extent possible, district schools shall focus on the prevention of bullying by establishing clear rules for student conduct and implementing strategies to promote a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying.

(cf. 5137 - Positive School Climate)

As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6142.8 - Comprehensive Health Education)
(cf. 6142.94 - History-Social Science Instruction)
(cf. 6163.4 - Student Use of Technology)

Staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective response.

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

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness an act of bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

(cf. 6164.2 - Guidance/Counseling Services)

Reporting and Filing of Complaints

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee. Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report his/her observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

Investigation and Resolution of Complaints

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3.

If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

Discipline

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

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

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

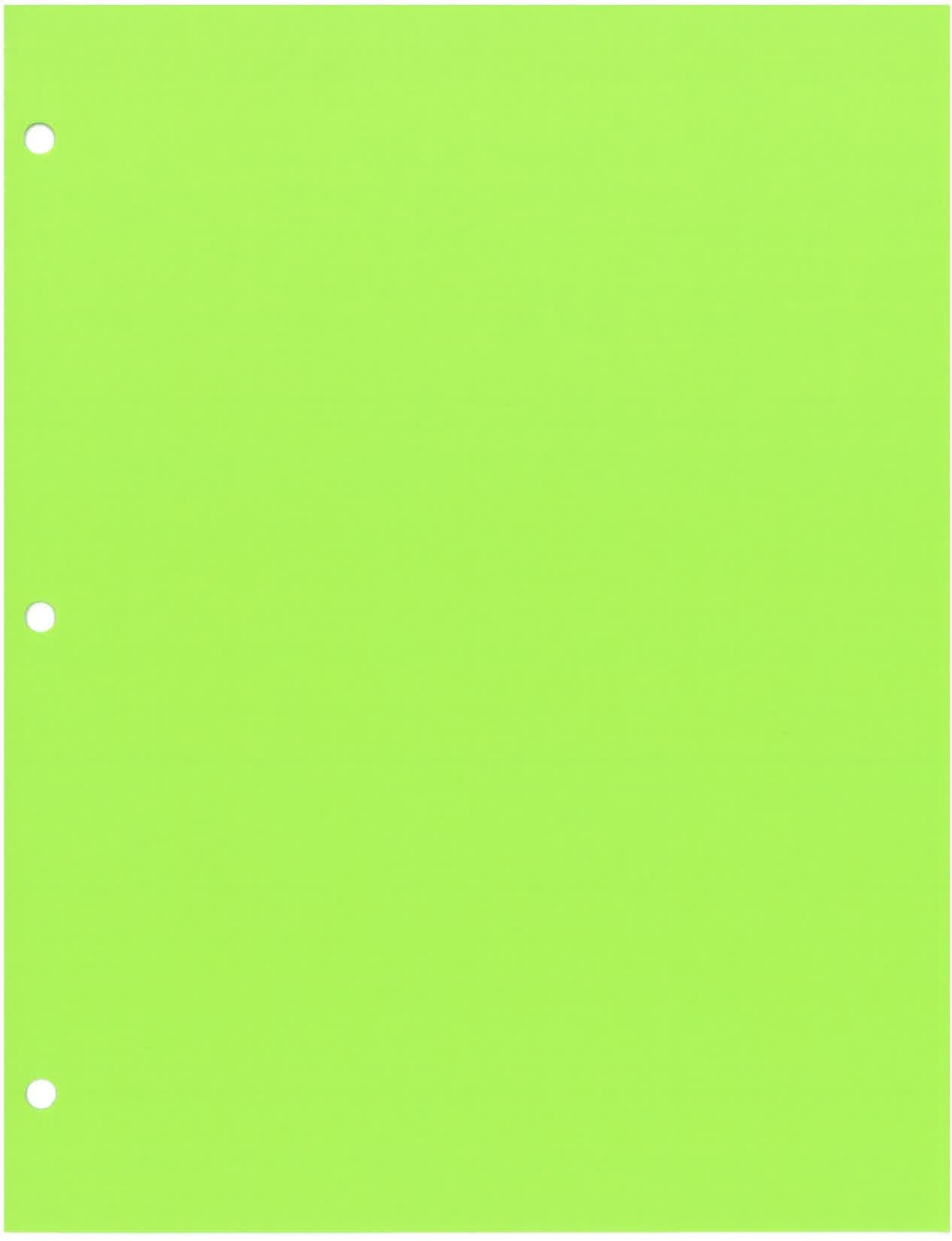
(cf. 6159.4 - Behavioral Interventions for Special Education Students)

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

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

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

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



JULY				
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31				

AUGUST (11)				
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SEPTEMBER (20)				
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NOVEMBER (15)				
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DECEMBER (15)				
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First Student day 8/17
 Last Student day 6/6
 Semester 1 = 83 days
 Semester 2 = 97 days

2023-2024

HOLIDAYS

Labor Day Sept. 4
 Veteran's Day Nov. 10
 Thanksgiving Break Nov. 20-24
 Holiday Break Dec. 25-Jan. 5
 Martin Luther King Day Jan. 15
 Winter Break Feb. 19-23
 Spring Break March 25-29
 Memorial Day May 27

Regular days 133
 Minimum days 47

OCT. / NOV.

Teacher Conference Week
 Oct. 30-Nov. 3
BACK TO SCHOOL NIGHT
 August 30th
OPEN HOUSE
 April 11th

LEGEND

First & Last Day of School
 STAFF WORK DAYS
 HOLIDAYS / NO NSCHO CL. DAYS
 HALF DAYS

180 INSTRUCTIONAL DAYS

JANUARY (17)				
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FEBRUARY (16)				
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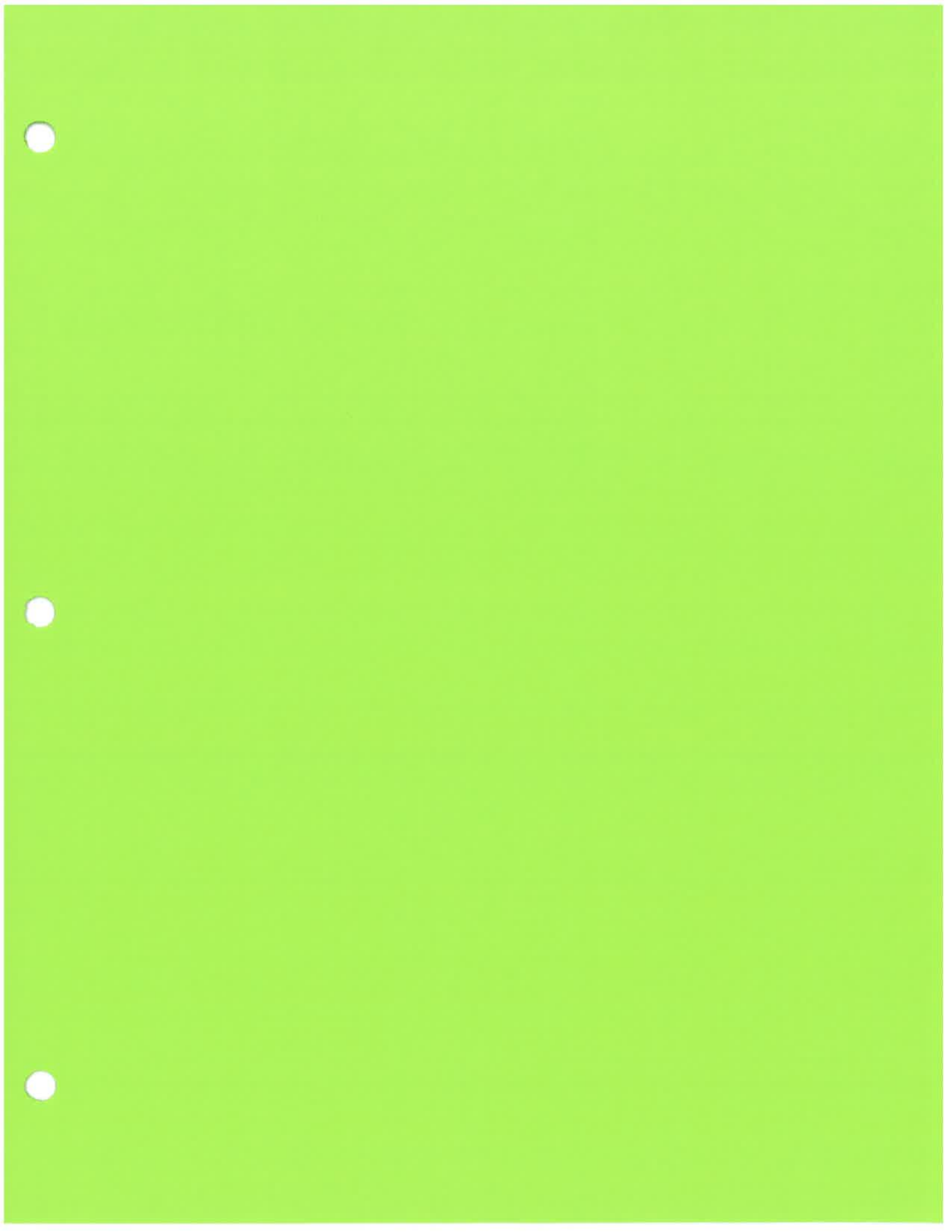
MARCH (16)				
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MAY (22)				
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JUNE (4)				
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JULY					First Student day 8/8 Last Student day 5/29 Semester 1 = 84 days Semester 2 = 96 days	JANUARY (18)				
M	T	W	T	F		M	T	W	T	F
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29	30	31			27	28	29	30	31	
2024-2025										
AUGUST (12)					HOLIDAYS Labor Day Sept. 2 Veteran's Day Nov. 11 Thanksgiving Break Nov. 25-29 Holiday Break Dec. 25-Jan.6 Martin Luther King Day Jan. 20 Winter Break Feb. 17-21 Spring Break Apr 21-25 Memorial Day May 26	FEBRUARY (15)				
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SEPTEMBER (20)					Regular days 132 Minimum days 48	MARCH (21)				
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23	24	25	26	27	24	25	26	27	28	
30					31					
OCTOBER (23)					OCT. / NOV. Teacher Conference Week Oct. 21-25 BACK TO SCHOOL NIGHT August 28th OPEN HOUSE April 10th	APRIL (17)				
M	T	W	T	F		M	T	W	T	F
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7	8	9	10	11		7	8	9	10	11
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21	22	23	24	25	21	22	23	24	25	
28	29	30	31		28	29	30			
NOVEMBER (14)					LEGEND First & Last Day of School STAFF WORK DAYS HOLIDAYS / NO NSCHO CL DAYS HALF DAYS	MAY (21)				
M	T	W	T	F		M	T	W	T	F
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4	5	6	7	8		5	6	7	8	9
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18	19	20	21	22	19	20	21	22	23	
25	26	27	28	29	26	27	28	29	30	
DECEMBER (15)					180 INSTRUCTIONAL DAYS	JUNE (4)				
M	T	W	T	F		M	T	W	T	F
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30	31									





San Benito County Office of Education
Krystal Lomanto, County Superintendent of Schools

460 Fifth Street | Hollister, California 95023 | 831. 637.5393 | FAX 831. 637.0140

Memorandum

TO: Krystal Lomanto, County Office of Education
Board Presidents, Rural Schools
Jenny Bernosky, North County Joint Union School District
Barbara Dill-Varga, Aromas-San Juan Unified School District
Erika Sanchez, Hollister School District
John Schilling, Southside School District
Shawn Tennenbaum, San Benito High School District

FROM: Shannon Hansen, Assistant Superintendent, Business Services

DATE: April 26, 2023

RE: **Investment of Funds Report Quarter Ending March 31, 2023**

A handwritten signature in black ink, appearing to be "SH" or similar initials, located to the right of the "FROM" field.

Enclosed please find the Quarterly Investment of Funds Report for Quarter ending March 31, 2023.

This report is prepared by the Treasurer and reflects the overall pool of invested funds of which schools are a part. This report and subsequent quarterly reports are required to go to your Board for review and acceptance and should be documented as action in your minutes.

If you should have any questions, please call Melinda L. Casillas at 636-4034. Thank you.

Enclosure(s)

cc: Teacher-Principals
John Frusetta
Sheila Maes
Daniel Ornelas
Lisa Wiggins
Beth Wilson

**SAN BENITO COUNTY
TREASURER'S DEPARTMENT
PORTFOLIO ANALYSIS
AS OF MARCH 31, 2023**

PORTFOLIO SUMMARY

INVESTMENT TYPE	# of Investments	Par Value	Book Yield	% W/N	Portfolio Type	TOTAL Portfolio Investment %	Policy Investment %	In Compliance? **
Certificates of Deposits	0	\$			0.0%	0.0%	30%	YES
Treasury Notes	84	\$ 89,625,000	1.78%		39.7%	25.3%	No Limit	YES
Asset Backed Securities	15	\$ 17,118,000	3.77%		7.6%	4.8%		YES
Collateral Mortgage Obligations	1	\$ 1,925,000	1.88%		0.8%	0.5%	20%	YES
Agencies	20	\$ 52,845,000	2.40%		23.4%	14.9%	30% per Agency	YES
Corporate Bonds	96	\$ 84,217,000	3.49%		28.4%	18.2%	30%	YES
Money Market	1	\$ 187,297	4.71%		0.1%	0.1%	20%	YES
Total Long Term Portfolio	107	\$ 225,817,297			100.0%	63.3%		
Certificates of Deposits	2	\$ 4,250,000	4.87%		21.0%	1.3%		
Treasury Notes	2	\$ 8,000,000	5.86%		39.5%	2.3%		
Agencies	2	\$ 8,000,000	5.07%		39.5%	2.3%		
Total Liquidity Portfolio	6	\$ 20,250,000			100.0%	5.7%		
CAMP	1	\$ 94,253,878	4.80%		67.6%	26.6%	No Limit	YES
LAIF	1	\$ 10,000,000	2.88%		9.3%	2.8%	75,000	YES
River City Bank***	1	\$ 587,528	2.60%		0.5%	0.2%	10%	YES
Wells Fargo	1	\$ 1,757,122	N/A		2.6%	0.8%	No Limit	YES
Total Operating Accounts	4	\$ 107,598,528			100.0%	30.3%		
Total SBC Treasury Portfolio	117	\$ 353,765,823	2.74%			100%		

DIVERSIFICATION AND MATURITY INFORMATION

DAYS TO MATURITY ANALYSIS

DAYS TO MATURITY ANALYSIS	# of Investments	Par Value	%
Overnight	5	\$ 107,785,823	30%
2nd Quarter 2023	7	\$ 15,500,000	4%
3rd Quarter 2023	7	\$ 20,800,000	6%
4th Quarter 2023	6	\$ 16,000,000	4%
1st Quarter 2024	4	\$ 8,400,000	2%
2nd Quarter 2024	5	\$ 10,050,000	3%
3rd Quarter 2024	4	\$ 8,000,000	2%
4th Quarter 2024	3	\$ 6,500,000	2%
1st Quarter 2025	10	\$ 13,710,000	4%
2nd Quarter 2025	5	\$ 9,185,000	3%
3rd Quarter 2025	8	\$ 16,120,000	5%
4th Quarter 2025	6	\$ 9,560,000	3%
1st Quarter 2026	8	\$ 17,065,000	5%
2nd Quarter 2026	6	\$ 13,967,000	4%
3rd Quarter 2026	6	\$ 12,898,000	4%
4th Quarter 2026	3	\$ 5,800,000	1%
1st Quarter 2027	3	\$ 6,985,000	2%
2nd Quarter 2027	4	\$ 9,220,000	3%
3rd Quarter 2027	7	\$ 20,845,000	6%
4th Quarter 2027	4	\$ 13,725,000	4%
1st Quarter 2028	6	\$ 14,800,000	4%
Total	117	\$ 353,765,823	100%

ACCRUED INTEREST

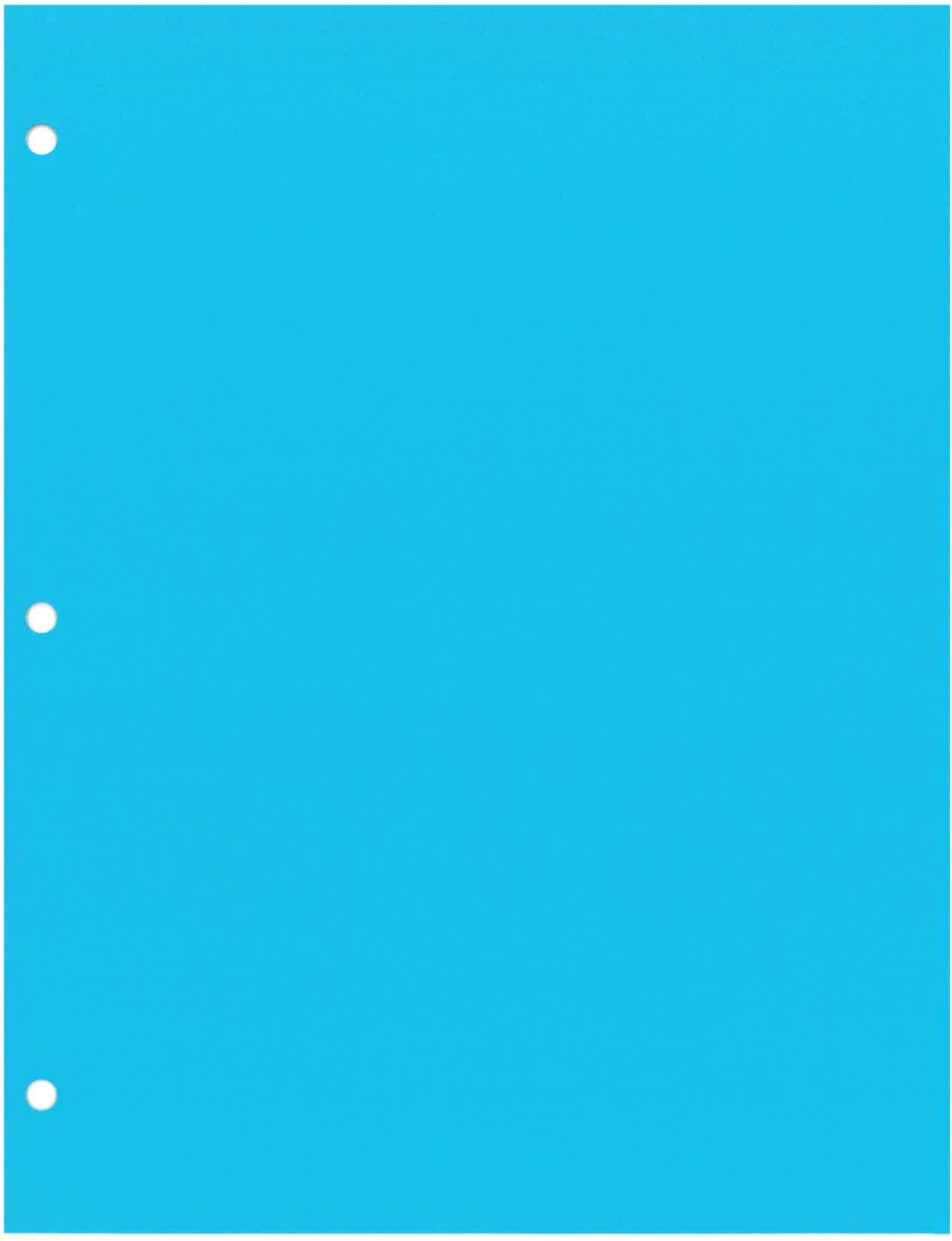
INVESTMENT CATEGORY	ACCRUAL BASIS
Certificates of Deposits	\$
Short-Term Liquidity Portfolio	\$ 57,092
Money Market	\$ 29,910
Corporate Bonds	\$ 152,467
Asset Backed Securities	\$ 55,126
Collateral Mortgage Obligations	\$ 3,451
Agencies	\$ 74,104
Treasury Notes	\$ 127,103
River City Bank	\$ 1,278
CAMP	\$ 682,837
LAIF	\$ 45,526
	\$ 1,226,833

QUARTER WEIGHTED AVG INTEREST EARNED 2.9910%
 FYTD 22/23 WEIGHTED AVG INTEREST EARNED 2.2630%

I HEREBY CERTIFY FUNDS ARE AVAILABLE TO MEET THE EXPENDITURES OF THE POOL'S PARTICIPANTS FOR THE NEXT SIX MONTHS.
 I HEREBY CERTIFY THE ABOVE INFORMATION IS CORRECT AS OF THE DATE SIGNED.

Melinda L. Casillas
 Melinda L. Casillas, Treasurer/Tax Collector/Public Administrator

4/21/23
 Date



A
pg. 1-7

OFFICE OF KRYSTAL LOMANTO
SAN BENITO COUNTY SUPERINTENDENT OF SCHOOLS
Advocates for Children

DISTRICT EXTERNAL ACCOUNTING SERVICES
Districts with 500 or less average daily attendance (ADA)

This Agreement is entered into between the San Benito County Superintendent of Schools (County Superintendent) and **Southside School District** (District) and is dated for reference **July 1, 2023**.

RECITALS

This Agreement is based on the following facts and understandings of the parties:

- A. County Superintendent has software programs and staff trained and able to perform certain business functions required by the State of California and the District. County Superintendent is willing and agreeable to making these services available to Districts within the boundaries of the County of San Benito.
- B. The District has a need for certain business and payroll services to be performed. The District has determined that it is in the District's best interest for the County Superintendent to perform these services on District's behalf.
- C. This Agreement is intended to be the written agreement between the parties related to the services to be provided during the referenced term.

TERMS

The parties agree as follows:

I. District Services.

_____ *If initialed here, District agrees to the following services.*

A. Scope of Services. The County Superintendent shall prepare on behalf of the district:

1. Budget Assumptions

- a. ADA estimate and revenue limit development
- b. Revenue Projections
- c. Expenditure Projections

2. Budget Development

- a. Roll current year salaries into a budget model using position control, if applicable, in QSS. Position control will automatically place employees on appropriate step and column
- b. Enter budget (into QSS model by appropriate account line)
- c. Export budget from QSS to SACS
- d. Develop SACS supplemental report.
- e. Develop multi-year projections

3. Interim Reporting

- a. Update payroll and benefit reports
- b. Revise budget as needed
- c. Export QSS revised budget into SACS software
- d. Develop SACS supplemental forms

1. Develop cashflow reports

2. Review adopted budget Multi-Year Projection assumptions

4. Local Control Accountability Plan (LCAP)

- a. Assist in the development of LCAP action expenditures
- b. Provide expenditure data for LCAP's – Annual Update
- c. Budget Overview for Parents (BOPs)
- d. Collaborate on appropriate use of Supplemental and Concentration dollars

5. Year End Closing Entries

- a. Correct entries as needed
- b. Review investment balances, if any
- c. Develop receivables prelist
- d. Develop payables prelist
- e. Review interfund activity
- f. Review cafeteria account entries, if any
- g. Reconcile revolving fund
- h. Make indirect charge entries, if necessary
- i. Make entries for contributions to restricted programs
- j. Make deferred revenue journal entries
- k. Cash reconciliation

6. Unaudited Actuals

- a. Create an unaudited actuals download file & import into SACS
- b. Run TRC and make corresponding corrections
- c. Schedule of Long-Term Liabilities
- d. Schedule of Capital Assets
- e. Categorical – Federal/State Grant Awards (CAT) (if applicable)
- f. Current Expense Formula (CEA/CEB)
- g. Summary of Interfund Activities (SIAA)
- h. Lottery Report (Selected Districts only)
- i. Average Daily Attendance (A)
- j. Indirect Cost Rate Worksheet
- k. SACS Software Printout to All Funds (Actuals and Budget)
- l. Budget Report by Fund from QSS
- m. PCR
- n. PCRAF
- o. DAY (if applicable)

7. Gann Limit Calculations

8. Accrual Reversals

- a. Review & clear prior year accounts payable
- b. Review & clear prior year accounts receivable
- c. Review & clear prior year due to/due from
- d. Review all prior year accrual balances
- e. Reverse deferred revenue into budget year
- f. Convert prepaids to current year expense

9. Budget Revisions

- a. At interim reports
- b. On district request or when necessary

10. Revenue Projections

- a. Following January budget proposal
 - b. Following May revise
 - c. Prior to Interim Reports
 - d. On district request
11. Federal/State Reporting

- a. Per Pupil Expenditure Reporting
- b. School Accountability Report Card
- c. Program Specific Expenditure Reports

- B. Payment for Services: County Superintendent agrees to perform the job functions described above for a base price of **\$4,500** per year (Increase of **\$300**)

It is the District's responsibility to provide all necessary data so that the budget reports will accurately reflect the revenues and expenditures expected by the District.

II. Payroll Warrant Services

_____ *If initialed here, District agrees to the following services.*

A. Scope of Services

1. Payroll

- a. Annual set-up for contract and monthly employees
- b. Hourly payroll processing based upon time sheets submitted
- c. Payroll deduction/contribution processing

2. Retirement

- a. Reporting and processing coordination

- B. Fee for the foregoing services is **\$1,000** per year

III. Vendor Warrant Services

_____ *If initialed here, District agrees to the following services.*

A. Scope of Services

1. Vendor Warrants

- a. Input purchase orders/invoices on batches to create accounts payable pre-lists and mail warrants to vendors – at least once per month at a maximum of one time per week

2. DE542 Monthly State Reporting

3. Monthly State Dated Check Cancellations

- B. Fee for the foregoing services is **\$1,600** per year

IV. Employer Tax Reporting

_____ *If initialed here, District agrees to the following services.*

A. Scope of Services

1. Quarterly 941 Federal Tax Reconciliations

2. Quarterly State DE9 Reporting
3. Unemployment Reconciliation/Reporting

B. Fee for the foregoing services is **\$100.00** per year

V. HEAR Billing Reconciliation

_____ *If initialed here, District agrees to the following services.*

A. Scope of Services

1. Reconciliation of the monthly HEAR billing for SISC III activity
2. Balancing payroll activity with Monthly Activity Reporting

B. Fee for the foregoing services is **\$100.00** per year

VI. Student Attendance Reporting

_____ *If initialed here, District agrees to the following services.*

A. Scope of Services

1. Preparation of Period 1, Period 2, and Annual Attendance Reporting with submittal to the California Department of Education Attendance Reporting Software

B. Fee for the foregoing services is **\$200.00** per year

VII. Audit Services Coordination

_____ *If initialed here, District agrees to the following services*

A. Scope of Services

1. Provide all General Ledger Reports
2. Provide all state SACS software reports in DAT format
3. Coordinate and communicate with the district audit firm on all requested documentation needed from the district

B. Fee for the foregoing services is **\$300.00** per year

VIII. Other Business Functions. It is understood that from time-to-time the District may be required to file documentation to various public entities. The County Superintendent will assist the District to complete any documentation that may be required. District shall compensate County Superintendent for "other business functions" at a rate of \$85.00 per hour.

IX. Approval for Transfer. Payment will be in the form of a fund transfer.

Account line charged will be: 010-0000-0-5800-00-0000-7300-000000-000-0000

X. Term of the Agreement. The initial term of this Agreement shall begin effective **July 1, 2023**. The Agreement shall roll over and continue in effect for subsequent terms of one year each unless either party provides written notice of termination within 30 days prior to the end of the term in progress. Compensation for services will not be increased upon extension of the Agreement without the approval of the District.

XI. Records. The District is expected to maintain hard copies of all documents given to the County Superintendent in the course of performing the services of this contract.

XII. General Provisions of This Agreement

1. Mutual Indemnification. Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this Agreement.

In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this section, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost or damage caused solely by the active negligence or by the willful misconduct of the other party.

B. Insurance Requirements. Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-VII" in Best Insurance Rating Guide and admitted to do business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement. If at any time a party fails to maintain the required insurance in full force and effect, the other party may cease all work under this Agreement.

The parties acknowledge that either or both of them may be a permissibly self-insured public entity in accordance with the California Government Code, and that the insurance requirements herein may be satisfied by proof of self-insurance coverages within the stated amounts.

C. Status of Parties. The parties agree that, in performing the services specified in this Agreement, each party shall act as an independent contractor and shall have control of all work and the manner in which it is performed. The parties shall be free to contract for similar services to be performed while under contract with each other.

Any employees or assistants retained by either party shall be the responsibility of the retaining party and not of the other. Each party shall determine the means and methods for carrying out the work to achieve the result required by this agreement, and shall determine the hours during which the services shall be performed and the sequence of tasks.

D. Termination. Either party may terminate this Agreement prior to its expiration as follows:

1. If anyone takes over the operation of either party due to fiscal reasons, the agreement is automatically terminated unless the parties each agree to continue the agreement in effect.
2. If the other party fails to comply with the insurance or indemnification requirements of this

Agreement.

3. If the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after written demand.

E. Miscellaneous.

1. Entire Agreement. This Agreement [*including any exhibits or schedules referred to in this Agreement*] constitutes the final, complete and exclusive statement of the terms of the Agreement between the parties pertaining to the subject matter of the Agreement [or describe the general nature of the transaction] and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

2. Amendment. The provisions of this Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

3. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.

4. Assignment. Neither party may assign any rights or benefits or delegate any duties under this Agreement without the written consent of the other party or parties. Any purported assignment without written consent shall be void.

5. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party of this Agreement, nor shall any provision give any third persons any right of subrogation or action over against any party to this Agreement.

6. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

7. Governing Law. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding any statute which directs the application of the laws of another jurisdiction.

8. Notices. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal services on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

9. Authority to Enter Into Agreement. Each party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it, and has taken all action necessary to authorize the execution, delivery and performance of the Agreement.

10. Nondiscrimination and Harassment. Each party agrees that it will not unlawfully discriminate, harass or allow harassment, against any employee or other person, because of sex, race, color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, or age, and shall comply with all applicable laws pertaining to employment.

11. Conflicts of Interest. Each party is aware of and agrees to comply with the requirements of Government Code Sections 1090 and 87100, and other applicable rules on conflicts of interest.

DISTRICT
SOUTHSIDE SCHOOL DISTRICT

KRYSTAL LOMANTO, SAN BENITO COUNTY
SUPERINTENDENT OF SCHOOLS

By _____

Authorized Signatory Name: Michael Ruth
Title: Board President
Address: 4991 Southside Road, Hollister, CA
95023
Date: _____

By  _____

Signatory Name: Shannon Hansen
Title: Assistant Superintendent, Business Services
Address: 460 5th Street, Hollister, CA 95023

Date: 3/21/23
Acct Code: 010-0000-0-8677-00-0000-7300-000000

#13
Pg. 1-6

**AGREEMENT
FOR STUDENT TRANSFERS TO THE COMMUNITY SCHOOL PROGRAM AND
SPECIAL SCHOOLS AND SERVICES PROGRAM
BETWEEN THE SAN BENITO COUNTY SUPERINTENDENT OF SCHOOLS AND
SOUTHSIDE SCHOOL DISTRICT**

This Agreement is made by and between the San Benito County Superintendent of Schools Department of Education ("SBCOE") and Southside School District (hereinafter referred to as "District").

RECITALS

WHEREAS, the SBCOE and District are mutually interested in ensuring that educational opportunities are provided for all students in San Benito County;

WHEREAS, the SBCOE operates Santa Ana Opportunity and Pinnacles Community school, in accordance with Education Code section 1980 *et seq.*, that provide an alternative educational program;

WHEREAS, the District is in need of such alternative educational program and special school services;

WHEREAS, District wishes to avoid any disruption of services related to the transfer of students to SBCOE's Alternative, Community, and Correctional Education Schools; and

WHEREAS, the SBCOE and District wish to enter into a cooperative effort to ensure the timely transfer of students for whom community schools or special schools are an appropriate educational program.

NOW, THEREFORE, the SBCOE and the District agree as follows:

1. The recitals stated above are true and correct and are made a part of this Agreement.
2. Community School Program Services.
 - 2.1 District agrees to participate in this Agreement for the purpose of ensuring that students will have access to the SBCOE community school programs upon referral from the District.
 - 2.2 District agrees to complete a Referral Form (attached hereto and incorporated by reference as Exhibit A) for each student the District refers to the SBCOE community school program, in accordance with Education Code section 1981.
 - 2.3 District agrees to reimburse all cost to SBCOE to operate the program prorated on the number of students from each district as outlined in Addendum A. Addendum A will be updated for the following school year by March 1, annually. The cost should include the SBCOE indirect cost at the State-approved rate.

- 2.4 The SBCOE shall provide the District with attendance reports upon request.
3. Special Schools and Services/Opportunity School Program Services.
 - 3.1 District agrees to participate in this Agreement for the purpose of ensuring that students will have access to the SBCOE opportunity school program upon referral from the District.
 - 3.2 District agrees to complete a Referral Form (attached hereto and incorporated by reference as Exhibit 1) for each student the District refers to the SBCOE opportunity school program, in accordance with Education Code section 1981.
 - 3.3 District agrees to reimburse all cost to SBCOE to operate the program prorated on the number of students from each district as outlined in Addendum A. Addendum A will be updated for the following school year by March 1, annually. The cost should include the SBCOE indirect cost at the State-approved rate.
 - 3.4 The SBCOE shall provide the District with attendance reports upon request.
4. Term of the Agreement. This term of the Agreement will be July 1, 2023, through June 30, 2024 subject to termination as set forth herein. This Agreement may be renewed annually upon mutual agreement by both parties.
5. Termination. Participation in this Agreement may be unilaterally terminated by either of the parties. A party wishing to terminate shall provide notice to the other party by December 1, 2023 and termination will be effective July 1, 2024.
6. Mutual Indemnification. The parties agree to defend, indemnify and hold harmless the other parties, their governing boards, officers, and employees from every claim or demand and every liability, loss, damage, cost, expense, action, cause of action, or judgment of any nature whatsoever, arising from the willful misconduct or negligent act or negligent omission of the other parties in the performance of this agreement.
7. Insurance. The SBCOE and District have and agree to maintain, in full force and effect, a policy or policies of insurance evidencing all coverages and endorsements necessary, in each party's sole discretion, for purposes of effectuating the purposes of this Agreement. An appropriate self-insurance program shall be acceptable. Copies of the certificates of insurance for each party shall be provided upon written request of any party to this Agreement.
8. Independent Contractors. The SBCOE and District, in the performance of services pursuant to this Agreement, shall be and act as an independent contractor. Each party understands and agrees that it and all of its employees shall not be considered officers, employees or agents of either of the parties to this Agreement. Each party assumes the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this Agreement. Each party shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to the party's employees.

9. Assignment. This Agreement and the services provided herein shall not be assigned by the District or SBCOE.

10. Notice. Notice shall be in writing and be given by personal service, interdistrict mail service, or by U.S. Mail, postage prepaid, as follows:

San Benito County Office of Education
460 Fifth Street
Hollister, CA 95023

Notice shall be considered given when received, if personally served; if provided by interdistrict mail, on the following business day; or, if mailed, on the third day after deposit in any U.S. Post Office.

11. Applicable Laws. SBCOE and District agree to comply with all laws, rules and regulations applicable to these services.

12. Governing Law. This Agreement shall be governed by the laws of the State of California, with venue in San Benito County, California.

13. Entire Agreement. This Agreement and Exhibits A and B attached hereto constitute the entire agreement between SBCOE and the District. However, it does not supersede any prior, current or subsequent written agreement entered into by SBCOE and the District with regard to LCFF transfers to community schools. This Agreement may be amended only by a written amendment executed by the SBCOE and District.

DISTRICT

Southside School District

Print School District Name

Signature

Print Name and Title

Date

San Benito County Office of Education

Signature

Print Name and Title

Date

Addendum A
Projected Opportunity Program Students by District

District	Number of Students
Aromas San Juan Unified School District	1
Bitterwater-Tully Elementary School District	0
Cienega Elementary School District	0
Hollister Elementary School District	11
Jefferson Elementary School District	0
North County Joint Union School District	1
Panoche Elementary School District	0
San Benito High School District	28
Southside Elementary School District	1
Tres Pinos Elementary School District	0
Willow Grove Elementary School District	0

Exhibit 1

Community School Referral Form

DISTRICT REFERRAL TO SAN BENITO COUNTY ALTERNATIVE EDUCATION PROGRAMS

Student _____ #ID _____ Birth date _____ District/School _____

Parent/Guardian _____ Phone# _____ Age _____ Grade _____

DOCUMENTATION TO BE ATTACHED TO THIS REFERRAL FOR REVIEW (past records may be appropriate):

Transcript Attendance/Behavior Records Current Report Card Test Scores Violation Counseling Record Immunizations
 Social Fees Picture, if available SARC Threats Record Comments (truancy, behavior, etc.) Letters (truancy, behavior, etc.)

For the following check only the boxes that are applicable: SARC Threats Record _____ 504 Plan
 other document (s) _____

BACKGROUND OF REFERRAL

Staff Member Submitting Request for Review _____ Date of Submission Process _____

Reason for referral request: (Check all appropriate boxes)

Student Support Services Request Probation Dept. Request Parent/Student Request 18-year old Student Request

District Attorney/SARC Request Out of School District Like School to Like School (Proof of Residency) _____

SPECIAL PROGRAMS BACKGROUND

Either Yes or No must be checked to indicate whether the student is, or has been, enrolled in any of the following programs.

English Language Learner Yes No -- (if yes, date of transition into comprehensive program (if applicable): _____

Migrant Education Yes No Comments section:

504 Plan Yes No

_____ _____ _____

Description of actions previously taken to support student academically/behaviorally (attach additional documentation):

Rationale for Referral to Alternative Program (attach information):

Academics:

Attendance:

Behavior:

Other (Cum Findings, Test Scores, CAASPP, Credits):

ELPAC: CAASPP: Math _____ ELA _____

Credits: Other: _____

The student does not plan on returning to a comprehensive setting.

The student does plan on returning to a comprehensive setting and will need to complete the following prior to returning:

Minimum of _____ credits required to return.

Student and Parent(s) understand that if it is not possible for student to return to a comprehensive setting due to credit deficiency.

The Initial Site Review Committee recommendation:

San Andreas Continuation Santa Ana Opportunity Pinnacles Community School

Counselor _____ Site Administrator _____

Parent/Guardian agrees disagrees with school's recommendation

Parent/Guardian Signature _____ Date _____

Student agrees disagrees with school's recommendation Student Signature _____ Date _____

Principal Signature _____ Date _____

Rationale for Initial Site Review Recommendation:

Credit Deficiency Behavior Truancy

TO BE COMPLETED IF THE PARENT DISAGREES WITH THE SCHOOL'S RECOMMENDATION:

District Alternative Education Placement Review Committee has determined that the Initial Site Review Committee's recommendation for student assignment is:

appropriate changed to (Name of Program) _____

Signature of Committee Member _____ Date _____ Signature of Committee Member _____ Date _____ Signature of Committee Member _____ Date _____

Rationale for District Alternative Education Placement Review Committee Recommendation:



San Benito County Office of Education

Krystal Lomanto, County Superintendent of Schools

460 Fifth Street | Hollister, California 95023 | (831) 637-5393 | FAX (831) 637-0140

#1
Pg. 1-6

Teacher Credentialing Program/Induction Southside School District

Memorandum of Understanding (MOU) 2023-2024

This memorandum of understanding is between the **San Benito County Office of Education (SBCOE)** and the **Southside School District** ("District") for SBCOE. The purpose of this MOU is to establish a formal working relationship between the parties of this agreement and to set forth the operative conditions that will govern this partnership. The goal of this partnership is to provide quality professional development and support to first and second-year teachers and their Induction Coaches, and provide legal justification, in accordance with Education Code 44279.2(c) for granting second level California clear teaching licensure.

Assurances

- A. The San Benito County Office of Education agrees to:
 1. Provide administration of and secretarial support for the project activities as described in the approved Induction Program submission document.
 2. Coordinate with the Human Resources Directors of the consortium districts and the Teacher Induction Advisory Team consisting of one representative from each participating consortium district.
 3. Assist the District as needed with identification and placement of Participating Teachers into the program including identifying Participating Teachers eligible to apply for the Early Completion Option.
 4. Provide assistance with the Induction Coach matching process, including monitoring, application and selection processes, eligibility, maintaining approved state ratios, collecting and storing required documentation, etc. as needed by the district.
 5. Provide assistance in recruiting and training qualified Induction Coaches and the District Program Advisor and developing professional agreements under which Induction Coaches and Program Advisors deliver Teacher Induction services as needed by the district.
 6. Provide formative assessment training and other relevant trainings for Induction Coaches and Program Advisor.
 7. Purchase all required material for all Induction Coaches and Participating Teachers in the Teacher Induction Program as well as materials utilized in the professional development of Participating Teachers and Induction Coaches.

8. Provide professional development to Participating Teachers to meet the demands of the Induction Program standards and train Program Advisors to prepare and deliver trainings to Participating Teachers and Induction Coaches at Program Advisor meetings in the District.
9. Provide Site Administrator training as needed or requested.
10. Provide district with information regarding Participating Teacher and Induction Coach attendance at meetings, program component completion, and other accountability data as needed or requested.
11. Coordinate required program evaluation for accreditation and program improvement purposes.
12. Maintain a database of participants for information tracking purposes, coordination of services and program evaluations.
13. Prepare and submit all required program budgets, reports and fees to Commission on Teacher Credentialing.
14. Maintain communication with the District and the Program Advisor regarding the expectations of the support.

B. The District agrees to:

1. Select Induction Coaches for all Candidates within 30 days of the date of hire, according to the selection criteria and interview procedures detailed in the SBCOE Teacher Induction Handbook.
2. In coordination with the program director, appropriately match Induction Coaches with Participating Teachers within 30 days of enrollment into the Teacher Induction Program. *Note that Induction Coaches must have a minimum of three years of successful teaching experience. In addition, Education Specialist Induction Coaches must hold a clear credential in the same authorization area as the Participating Teacher they are matched with. If this is not possible with district employees, please contact the Program Director for assistance.*
3. Ensure that goals for each Participating Teacher are developed within the context of the Individual Learning Plan (ILP) within the first 60 days of the teacher's enrollment in the program.
4. Provide a structure of dedicated time for the Participating Teacher and Induction Coach to work together on a weekly basis (minimum 1 hour per week).
5. Ensure attendance at all required professional development programs designed for Participating Teachers and Induction Coaches
6. Provide and monitor release time to Participating Teachers (minimum 2 days each per school year) to observe veteran teachers' classrooms.
7. Provide release time to Induction Coaches (minimum 2 days each per school year) to observe Participating Teachers' classrooms and visit veteran teachers' classrooms with the Participating teacher.
8. Compensate SBCOE the amount of \$1,800 per participating teacher enrolled in the San Benito County Consortium Teacher Induction Program as of November 1 or the current school year. New hires after this date must wait until the following school year to enroll (actual enrollment date may be prior to November 1). SBCOE will process a transfer equal to 50% of the costs prior to December 31 and the remaining 50% of costs prior to June 1 of the current school year.
9. Pay supplemental payment (stipend) and benefits for Induction Coaches working with enrolled Teacher Induction Participating Teachers within the district for not less than an average of one hour per week of individualized mentoring support.
10. Provide facilities for meetings and training sessions for the Teacher Induction program as needed.
11. Allow interested and eligible Participating Teachers to apply for the Early Completion Option. Please note: The Early Completion Option (ECO) is for experienced and exemplary teachers. A minimum of two years prior teaching experience and a satisfactory (meeting standard) or above rating on all elements of the last two formal teaching evaluations are required as well as site

administrator approval based on current year observation evidence of exemplary practice documented on an Induction Program-provided form indicating applicable California Standard for the Teaching Profession components.

12. Provide and monitor site and district Teacher Induction Overview and coordinate training with the program director as needed.
13. Ensure Individual Learning Plan (ILP) goals are developed collaboratively between the Site Administrator, Participating Teacher and Induction Coach within 60 days of enrollment in the program.
14. Design and Implement the ILP solely for the professional growth and development of the Participating Teacher and not for evaluation for employment purposes.
15. Assign a clear credentialed employee to serve as the Program Advisor. Program Advisor is required to:
 - a. Attend SBCOE Program Advisor Meetings each month.
 - b. Prepare for, advertise and deliver district orientation to District Participating Teachers, Induction Coaches and administration using SBCOE approved materials.
 - c. Prepare for and host support meetings with District Participating Teachers and Induction Coaches.
 - d. Oversee District Participating Teacher and Induction Coach Progress
 - e. Conduct the program survey with site leaders, Participating Teachers and Induction Coaches.
 - f. Consult with the Induction Program Director in matters pertaining to high-quality implementation of the program.
 - g. Maintain a detailed log of hours, dates and activities performed.
16. Maintain communication with the San Benito County Consortium Induction Coordinator as to the progress of support.

Additional Services

1. In the event District requires services from SBCOE in addition to those set forth in this agreement, SBCOE shall be given additional compensation for those additional services. If either party believes that the additional services for SBCOE as necessary or desirable, that party shall submit a written description of the additional services to the other party along with the reasons the additional services are required or reasonable and the specific cost of the additional services. Such services shall be performed by SBCOE only after both parties agree in writing to proceed with the additional services.
2. Additional services may include, but are not limited to, substitute Induction Coach services and additional Induction Coach services to meet Educational Specialist credential authorization match requirements.

Effective Date: July 1, 2023

Termination: June 30, 2024

1. Mutual Indemnification Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this Agreement.

In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this section, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses and liabilities from the time of giving the first notice of any claim or demand.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost or damage caused solely by the active negligence or by the willful misconduct of the other party.

2. Insurance Requirements Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-VII" in Best Insurance Rating Guide and admitted to do business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement. If at any time a party fails to maintain the required insurance in full force and effect, the other party may cease all work under this Agreement.

The parties acknowledge that either or both of them may be a permissibly self-insured public entity in accordance with the California Government Code, and that the insurance requirements herein may be satisfied by proof of self-insurance coverages within the stated amounts.

3. Termination. Either party may terminate this Agreement prior to its expiration as follows:
 - a. If anyone takes over the operation of either party due to fiscal reasons, the agreement is automatically terminated unless the parties each agree to continue the agreement in effect.
 - b. If the other party fails to comply with the insurance or indemnification requirements of this Agreement.

- c. If the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after written demand.

4. Miscellaneous

- a. *Entire Agreement* This Agreement [including any exhibits or schedules referred to in this Agreement] constitutes the final, complete and exclusive statement of the terms of the Agreement between the parties pertaining to the subject matter of the Agreement [or describe the general nature of the transaction] and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.
- b. *Amendment* The provisions of this Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.
- c. *Waiver* Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.
- d. *Assignment* Neither party may assign any rights or benefits or delegate any duties under this Agreement without the written consent of the other party or parties. Any purported assignment without written consent shall be void.
- e. *Parties in Interest* Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party of this Agreement, nor shall any provision give any third persons any right of subrogation or action over against any party to this Agreement.
- f. *Severability* If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.
- g. *Governing Law* The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding any statute which directs the application of the laws of another jurisdiction.
- h. *Notices* Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal services on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.
- i. *Authority to Enter into Agreement* Each party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it, and has taken all action necessary to authorize the execution, delivery and performance of the Agreement.
- j. *Nondiscrimination and Harassment* Each party agrees that it will not unlawfully discriminate, harass or allow harassment, against any employee or other person, because of sex, race,

color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, or age, and shall comply with all applicable laws pertaining to employment.

- k. *Conflicts of Interest* Each party is aware of and agrees to comply with the requirements of Government Code Sections 1090 and 87100, and other applicable rules on conflicts of interest.

Definition of Roles:

Participating Teacher: The teacher who is enrolled in the Induction Program.

Induction Coach/Coach: The fully credentialed teacher who is providing Induction support as outlined in the Induction Coach Agreement. The Coach observes and meets regularly with the candidate and provides non-evaluative feedback to the Candidate.

Program Advisor: The person who is responsible for coordinating professional development and support to Participating Teachers and Coaches and who serves as the liaison between SBCOE and the Participating Teacher.

Program Director: The person who oversees the day-to-day operation of the SBCOE Teacher Induction Program

San Benito County Office of Education

Southside School District

Signature

Signature

Printed name

Printed Name

Date

Date

D
Pg. 1-2

**2023/2024 AGREEMENT FOR SPECIAL EDUCATION
TRANSPORTATION SERVICES**

This AGREEMENT is entered into effective the 1st day of July 2023, in the State of California, County of San Benito, by and between the San Benito County Office of Education (County) and the **Southside School District**.

WHEREAS, the parties to this Agreement are also parties to a joint powers agreement entered into pursuant to the provisions of California Government Code Section 6500, et seq., for the purpose of establishing, governing, implementing, coordinating and operating a local plan for the education of individuals with exceptional needs; and

WHEREAS, under the California Master Plan for Special Education, the County Office of Education may provide certain transportation services specified in the local plan; and

WHEREAS, Education Code Section 56170 and the above-mentioned joint powers agreement provide a contractual mechanism through which transportation services for individuals with exceptional needs may be provided by the County Office of Education; and

WHEREAS, the County is able and willing to provide the services outlined below; and

WHEREAS, the District requests that the County provide the services outlined below;

NOW, THEREFORE, the County and the District hereby agree:

1. TRANSPORTATION SERVICES:

1.1 The County may provide, on a space available basis, the following transportation services for the District for students enrolled in special education programs:

- A. Staff training and development for personnel employed to transport special education students.
- B. Specifically adapted transportation vehicles for transportation of eligible special education students.
- C. Specifically adapted safety appliances for transportation of eligible special education students.
- D. Maintenance of vehicles used for transportation of special education students.
- E. Administrative support in meeting the transportation requirements.
- F. Individualized transportation for out-of-county severely handicapped placement on a space and routing availability basis.

- G. Provide home-to-school transportation for eligible students on a space and routing availability basis.
- H. Transportation for approved study trips for special education students on a space and routing availability basis.

1.2 The District shall reimburse the County on an annual basis for the State deficits and excess cost of providing the above mentioned transportation services. The cost of such transportation services shall be determined on a per pupil basis.

1.3 The District will pay its prorata share of excess costs annually generated by this service to the County Superintendent of Schools.

1.4 The District shall hold harmless and defend the County Superintendent of Schools and all county office employees against any and all legal actions that may be brought in the course of the service delivery.

2. In entering this agreement, the District acknowledges the responsibility and authority of the County Superintendent for the operation of the Transportation Program.

3. The term of this agreement is one (1) year commencing on July 1, 2023 and terminating on June 30, 2024 and may be cancelled at any time in writing by either party.

4. This agreement will be effective upon its ratification by the District Governing Board or its designee and its execution by the County Superintendent.

This agreement was executed on _____ Date

Approval for Transfer. Payment will be in the form of a fund transfer.

SOUTHSIDE SCHOOL DISTRICT

KRYSTAL LOMANTO, SAN BENITO COUNTY SUPERINTENDENT OF SCHOOLS

By: _____
Signatory Name: John Schilling

By: 
Signatory Name: Shannon Hansen

Title: Superintendent/Principal

Title: Assistant Superintendent, Business Services

Address: 4991 Southside Road
Hollister, CA 95023

Address: 460 5th Street
Hollister, CA 95023

Date: _____

Date: 3/21/23

**RESOLUTION TO TRANSPORT WARRANTS
FISCAL YEAR 2023 – 2024**

*#E
P. 1*

WHEREAS, the **Southside School District** is responsible for filing with the County Superintendent of Schools, the verified signatures of each person or persons authorized to TRANSPORT Payroll checks in accordance with Education Code Sections 42632 and 42633.

THEREFORE, BE IT RESOLVED that the individuals listed below are authorized to transport any/all warrants on behalf of the district.

PERSONS AUTHORIZED TO TRANSPORT WARRANTS

John Schilling	
NAME	SIGNATURE

Sylvia Rocha	
NAME	SIGNATURE

NAME	SIGNATURE

PASSED AND ADOPTED by the Governing Board of the **Southside School District** this
3rd _____ day of _____ May _____ 2023, by the following vote:

Julie Corrigan	___ Ayes	___ No	___ Absent	___ Abstain
Laura Forth	___ Ayes	___ No	___ Absent	___ Abstain
Julia Otterlei	___ Ayes	___ No	___ Absent	___ Abstain
Michael Ruth	___ Ayes	___ No	___ Absent	___ Abstain
Julio Salazar	___ Ayes	___ No	___ Absent	___ Abstain

**RESOLUTION for AUTHORIZED SIGNATURES
FISCAL YEAR 2023-2024**

f
pg. 1

WHEREAS, the **Southside School District** is responsible for filing with the County Superintendent of Schools, the verified signatures of each person or persons authorized to sign for Payroll orders.

THEREFORE, BE IT RESOLVED that the individuals listed below are authorized to sign personnel/payroll orders on behalf of the district.

PERSONS AUTHORIZED TO SIGN PERSONNEL/PAYROLL ORDERS

John Schilling
NAME SIGNATURE

Sylvia Rocha
NAME SIGNATURE

NAME SIGNATURE

PASSED AND ADOPTED by the Governing Board of the **Southside School District**
this 3rd day of May 2023, by the following vote:

Julie Corrigan	___ Ayes	___ No	___ Absent	___ Abstain
Laura Forth	___ Ayes	___ No	___ Absent	___ Abstain
Julia Otterlei	___ Ayes	___ No	___ Absent	___ Abstain
Michael Ruth	___ Ayes	___ No	___ Absent	___ Abstain
Julio Salazar	___ Ayes	___ No	___ Absent	___ Abstain

#6
Pg. 1

**SOUTHSIDE SCHOOL DISTRICT
RESOLUTION NUMBER 22-23-09**

**YEAR-END BUDGET TRANSFER AUTHORIZATION FOR:
901/UNDER ELEMENTARY
301/UNDER-HIGH SCHOOL
1501/UNDER-UNIFIED**

WHEREAS, it is anticipated that expenditures during the month of June 2023, may exceed the remaining balances in certain budget classifications; and

WHEREAS, it is the desire of this board to avoid delays in payment of liabilities of the district which may result if the governing board is required to adopt resolutions for budget transfers at the close of the school year; and

WHEREAS, Section 42601 of the Education Code provides for the eventuality of budget transfers required at the close of the fiscal year by authorizing the governing board of the school district to delegate to the County Office of Education the power to make such transfers as may be necessary to permit the payment of obligations incurred during the current fiscal year;

NOW, THEREFORE, BE IT RESOLVED that the San Benito County Office of Education is hereby authorized and directed to make such necessary budget transfers between the undistributed reserve or reserve for contingencies and various expenditure classifications, to permit the payment of obligations of the district incurred in fiscal year 2022/2023.

PASSED AND ADOPTED by the Governing Board of the **Southside School District** this 3rd day of May 2023, by the following vote:

Julie Corrigan	<input type="checkbox"/> Ayes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Laura Forth	<input type="checkbox"/> Ayes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Julia Otterlei	<input type="checkbox"/> Ayes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Michael Ruth	<input type="checkbox"/> Ayes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Julio Salazar	<input type="checkbox"/> Ayes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain

I, John Schilling, Clerk of the Board, hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Board at a regular meeting thereof held at its regular place of meeting on the date shown above and by the vote as stated, which resolution is on file in the office of said Board.

Signature



San Benito County Office of Education

Krystal Lomanto, County Superintendent of Schools

#H
78 1-6

460 Fifth Street | Hollister, California 95023 | (831) 637-5393 | FAX (831) 637-0140

Memorandum of Understanding

This Agreement is entered into effective **July 1, 2023** by and between the **San Benito County Office of Education** County Superintendent of Schools, hereinafter referred to as "Superintendent" and **Southside School District** hereinafter referred to as "District" for the purposes of providing Educational and Human Resources Services to Southside School District.

Scope and Purpose: The purpose of this Memorandum of Understanding is to clearly define the scope and purpose of the services provided to the District by the Educational Services Department and the Human Resources Department. The goal of the Educational and Human Resources Departments is to ensure that the District is aware of and is able to implement mandated reforms, legislation, and related actions to improve the education of the District's students.

Background: Southside School District is a small, rural school district with an enrollment of less than 500 students and a staff of less than 50 employees. Due to the limitations of a small staff, the San Benito County Office of Education has served as the Educational and Human Resources Consultant to Southside School District.

Superintendent Responsibilities

General Services

1. Represent District at professional meetings, e.g., curriculum, assessment, professional development, etc. at the local, regional, and state levels.
2. Research and study mandates of specific legislation related to educational services.
3. Develop and assist in the implementation of specifically tailored policies and procedures related to mandates related to education.
4. Act as a liaison between regional and state agencies and the District.
5. Plan and coordinate support activities as appropriate.

Educational Services

1. Coordinate, plan and facilitate Rural Principal Trainings and Meetings monthly.
2. Develop and coordinate board member trainings as appropriate.
3. Develop and coordinate staff training as appropriate.
4. Provide technical assistance and support for mandated state testing, e.g., CAASPP, ELPAC, etc.
5. Assist District with school plans including School Accountability Report Card (SARC), School Safety Plan, and Local Control Accountability Plan (LCAP)

6. Provide consultation and advice on curriculum, instructional programs, and other educational matters, as needed.
7. Serve as the Program Advisor for the Induction Program for new teachers as needed.
8. Perform evaluation of District certificated staff members.

Human Resources Services

1. Maintain personnel file and personnel records for each staff member in District.
2. Maintain District personnel records including salary schedules, school calendars, Notices of Employment (NOEs), etc.
3. Assist in the development and implementation of specifically tailored personnel policies and procedures including recruitment, staff assignment, supervision, and evaluation.
4. Assist District in the hiring and recruitment process including:
 - a. Posting positions
 - b. Creating job descriptions and interview questions
 - c. Screening candidates
 - d. Interviewing candidates
 - e. Offers of employment/Contracts
 - f. Reviewing employee packets with employees
5. Recruit and maintain substitutes for District.
6. Complete salary calculations for each District employee.
7. Ensure all employee information is updated and accurate in the QCC payroll system.
8. Create and maintain up-to-date Personnel Action Forms (PAFs).
9. Provide technical assistance on personnel matters, as needed.
10. Provide consultation and advice on personnel matters, as needed.

Other Services

It is understood that from time-to-time the District may be required to file documentation to various public entities. The County Superintendent will assist the District to complete any documentation that may be required.

District shall compensate County Superintendent for "other educational services or human resources functions" at a rate of \$85.00 per hour.

District Responsibilities

1. Provide space necessary for meetings and consultative services.
2. Attend Rural Principal Meetings as scheduled (Superintendent or Principal).
3. Communicate with SBCOE and provide current information regarding educational and personnel matters, including changes to personnel, work hours, benefits, salary and vouchers.
4. Serve as the District Liaison and meet the obligations for state and federal programs as required by law (i.e., Foster Youth, Homeless Youth, Migrant, Tobacco use and Prevention).
5. Complete required plans including but not limited to the LCAP, SARC, Safety Plan in a timely manner.
6. Utilize the employee absence reporting system and process for tracking employee absences.

Financial Obligations

District agrees to pay a total of **\$6,300.00**, payable on or before **July 30, 2023**. This amount is based upon a cost of **\$2,650.00** for Educational Services and **\$3,650.00** for Human Resources Services for the **2023-2024** school year

Additional costs related to work performed outside of the services described above will be negotiated between SBCOE and the District.

Term of the Agreement

The initial term of this Agreement shall begin effective **July 1, 2023**. The Agreement shall roll over and continue in effect for subsequent terms of one year each unless either party provides written notice of termination within 30 days prior to the end of the term in progress. Compensation for services will not be increased upon extension of the Agreement without the approval of the District.

General Provisions of This Agreement

1. Mutual Indemnification

Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this Agreement.

In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this section, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or by the willful misconduct of the other party.

2. Insurance Requirements

Each party shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-VII" in Best Insurance Rating Guide and admitted to do business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury

and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement. If at any time a party fails to maintain the required insurance in full force and effect, the other party may cease all work under this Agreement.

The parties acknowledge that either or both of them may be a permissibly self-insured public entity in accordance with the California Government Code, and that the insurance requirements herein may be satisfied by proof of self-insurance coverages within the stated amounts.

3. Status of Parties

The parties agree that, in performing the services specified in this Agreement, each party shall act as an independent contractor and shall have control of all work and the manner in which it is performed. The parties shall be free to contract for similar services to be performed while under contract with each other.

Any employees or assistants retained by either party shall be the responsibility of the retaining party and not of the other. Each party shall determine the means and methods for carrying out the work to achieve the result required by this agreement and shall determine the hours during which the services shall be performed and the sequence of tasks.

4. Termination

Either party may terminate this Agreement prior to its expiration as follows:

- a. If anyone takes over the operation of either party due to fiscal reasons, the agreement is automatically terminated unless the parties each agree to continue the agreement in effect.
- b. If the other party fails to comply with the insurance or indemnification requirements of this Agreement.

- c. If the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after written demand.

5. **Miscellaneous**

- a. **Entire Agreement** This Agreement [including any exhibits or schedules referred to in this Agreement] constitutes the final, complete, and exclusive statement of the terms of the Agreement between the parties pertaining to the subject matter of the Agreement [or describe the general nature of the transaction] and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.
- b. **Amendment** The provisions of this Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.
- c. **Waiver** Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.
- d. **Assignment** Neither party may assign any rights or benefits or delegate any duties under this Agreement without the written consent of the other party or parties. Any purported assignment without written consent shall be void.
- e. **Parties in Interest** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party of this Agreement, nor shall any provision give any third persons any right of subrogation or action over against any party to this Agreement.
- f. **Severability** If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.
- g. **Governing Law** The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding any statute which directs the application of the laws of another jurisdiction.
- h. **Notices** Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal services on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

- i. Authority to Enter into Agreement Each party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it and has taken all action necessary to authorize the execution, delivery, and performance of the Agreement.
- j. Nondiscrimination and Harassment Each party agrees that it will not unlawfully discriminate, harass, or allow harassment, against any employee or other person, because of sex, race, color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, or age, and shall comply with all applicable laws pertaining to employment.
- k. Conflicts of Interest Each party is aware of and agrees to comply with the requirements of Government Code Sections 1090 and 87100, and other applicable rules on conflicts of interest.

Signature of Superintendent (or Designee)
San Benito County Office of Education

Signature of Principal (or Designee)
Southside School District

Date

Date