

SOUTH BAY UNION SCHOOL DISTRICT  
Imperial Beach, California

**BOARD OF TRUSTEES - SPECIAL BOARD MEETING**

**Thursday, July 15, 2021 - 12:00 PM**

**Zoom Conferencing  
601 Elm Avenue, Imperial Beach, California 91932**

In accordance with Government Code Section 549574.3, the legislative body shall provide the public with an opportunity to address the body on any item described in this notice. The business to be transacted at this meeting shall be limited to the following:

A G E N D A

1. OPENING/PLEDGE OF ALLEGIANCE/WELCOME

A. ZOOM CONFERENCE INFORMATION

**The South Bay Union Board of Trustees will be holding their Special Board Meeting via Zoom Conferencing. You may access this meeting via this link:**

**<https://us02web.zoom.us/j/82022849063>**

**In lieu of in-person attendance and only during the time of this public health crisis, members of the public can submit their comments on agenda and non-agenda items via email to [acooper@sbusd.org](mailto:acooper@sbusd.org).**

**Comments for the "Public Comments" section of the agenda must be received by the time the President opens that portion of the agenda. Comments for agenda items will be accepted until the President announces that public comment for that item is closed. A recess may be called to allow District staff to review the correspondence. The Board welcomes your comments and your continued participation and involvement in the District's decision-making process.**

**Email Structure**

- Subject: Agenda Item Number and Short Description**
- Body Text: Your comment will be read aloud and entered into the record. Comments will be limited to three minutes.**

2. PUBLIC COMMENTS

3. DISCUSSION/ACTION

A. Search Firm Presentations

Recognize the following representatives from executive search firms McPherson & Jacobson and Leadership Associates regarding the Superintendent search process, possible next steps, and qualifications of their respective organizations.

- Benjamin “Ben” Johnson II, Consultant, McPherson & Jacobson
- Rich Thome and Dennis Smith, Ed.D., Partners, Leadership Associates

**Select** an executive search firm for the South Bay Superintendent search.

**Motion** \_\_\_\_\_ **Second** \_\_\_\_\_ **Vote** \_\_\_\_\_

B. Recovery/Reopening Plan Update

Recognize **Deputy Superintendent Cindy Wagner** for an update on the District's Recovery/Reopening Plan.

CONSENT CALENDAR

1. Purchase of Individual Student Materials

Approve the purchase of individual student materials due to COVID-19 requirements.

2. Job Description

Approve/ratify the Job Description for Learning Acceleration Teacher/Tutor.

3. Contract with Illuminate Education

Approve contract with Illuminate Education.

4. Activity Lists

Approve the Certificated and Classified Activity Lists.

4. ADJOURNMENT

SOUTH BAY UNION SCHOOL DISTRICT  
Imperial Beach, California

July 15, 2021

TO: Board of Trustees  
FROM: Katie McNamara, Ed.D., Superintendent  
SUBJECT: Search Firm Presentations

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**ATTACHMENTS:**

| Description           | Upload Date | Type    |
|-----------------------|-------------|---------|
| McPherson Jacobson    | 7/12/2021   | Exhibit |
| Leadership Associates | 7/14/2021   | Exhibit |

*A Proposal Prepared for*

***South Bay Union  
School District  
Imperial Beach, California***

*for*

*The Search and Selection of a  
Superintendent of Schools*

*submitted in collaboration with*



*by*

**MCPHERSON *MJ* JACOBSON, LLC**  
EXECUTIVE RECRUITMENT & DEVELOPMENT



Phone: 888-375-4814  
Email: [mail@macnjake.com](mailto:mail@macnjake.com)  
Website: [www.macnjake.com](http://www.macnjake.com)





**MCPHERSON & JACOBSON, L.L.C.**  
Executive Recruitment & Development  
*in collaboration with the California School Boards Association*



888-375-4814 ♦ Email: [mail@macnjake.com](mailto:mail@macnjake.com) ♦ Website: [www.macnjake.com](http://www.macnjake.com)

July 12, 2021

Board of Trustees  
South Bay Union School District  
601 Elm Avenue  
Imperial Beach, California 91932

Thank you for inviting us to present our services to your board. The enclosed proposal describes the professional services the California School Board Association representative, McPherson & Jacobson, L.L.C. will provide South Bay Union School District in ensuring your superintendent search secures quality leadership for the district.

McPherson & Jacobson will work with the board to design a search that meets the unique needs of your school district. Our firm's five-phase protocol allows the board to concentrate on the most important segments: the interview and selection of the successful candidate. Our team of consultants, working in conjunction with the board and diverse stakeholder groups you identify, will implement a systematic, comprehensive process culminating in the hiring of the most qualified candidate for your district.

At the core of our firm's work is the belief that every student is entitled to high quality education and that this is dependent upon quality leadership. We understand that students have diverse needs, thus, we focus on the intentional recruitment of a diverse candidate pool that includes ethnic and cultural identity as well as experience in culturally proficient practices that have proven successful in addressing educational equity gaps. This unique approach is made possible through the diverse and extensive network of our consultants who have various levels of expertise in the school system from superintendents, to school board members, to educational equity experts. We believe this has contributed to our successful placement of qualified candidates around the state and nation who have met extensive equity focused criteria and continue to make an impact in the districts they serve.

McPherson & Jacobson has been conducting searches for boards of education since 1991. Our California consultants will ensure your search results in quality leadership for your district.

Our contact information:

California School Boards Association  
Attn: Nicole Delos Reyes  
3251 Beacon Blvd.  
West Sacramento, CA 95691  
888-375-4814  
Email: [mail@macnjake.com](mailto:mail@macnjake.com)

We welcome the opportunity to meet with your board to present our proposal and discuss our proven search process.

Sincerely,

***Thomas Jacobson***

Thomas Jacobson Ph.D.  
Owner/CEO, McPherson & Jacobson L.L.C.

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## *About McPherson & Jacobson*

### *The McPherson & Jacobson Difference*

#### *“It’s About the Kids”*

- WE BELIEVE every student is entitled to a high-quality education. We strongly believe quality education is dependent upon quality leadership.
- OUR MISSION is to ensure your search results in quality leadership for education excellence.

McPherson & Jacobson has developed a protocol that provides for high involvement of stakeholders, while keeping the board in complete control of the process.

One of the hallmarks of McPherson & Jacobson, L.L.C. is the belief that the search for a public executive should be conducted with as much transparency as possible. We have designed a process, which keeps the board in complete control of the search, while inviting various stakeholder groups to provide input and become meaningfully involved in the process.

### *Qualifications and Background of McPherson & Jacobson, L.L.C.*

#### **California School Board Association Search Service**

The **California School Board Association** has selected McPherson & Jacobson, L.L.C. to represent them in conducting superintendent searches in California. McPherson & Jacobson is a leading national search firm that has California-based consultants. Our California consultants understand California and its unique requirements and laws.

#### **Leading National Search Firm**

McPherson & Jacobson, L.L.C. has been conducting national searches for governing boards since 1991. The firm has placed **over 815 superintendents** and other officials in public and non-profit organizations across the United States. **McPherson & Jacobson is one of the leading national superintendent search firms.**

#### **Nationwide Network of Experienced Consultants**

McPherson & Jacobson has **over 110 consultants** across the nation. Over one-fourth of McPherson & Jacobson consultants are minorities or female. Our diverse group of consultants has extensive backgrounds in education and public service including current and former superintendents, assistant superintendents, university professors,

and school board members. Over fifty percent have a doctorate degree. Their diversity and expertise ensures your search results in quality leadership for education excellence.

## **Sustainability in Leadership**

Waters and Marzano review of 3.4 million students' achievement scores found that Superintendents' tenure is positively correlated with student achievement.

Organizations using the McPherson & Jacobson protocol have enjoyed sustainability of leadership. Over the last five years, **seventy percent** of administrators are in the position for which they were hired. **Over fifty percent** of administrators are still in the position for which they were hired within the past ten years. **Forty percent** of the administrators selected by governing boards within the past 15 years continue in the position for which they were hired.

## *McPherson & Jacobson, L.L.C. Equity Policy*

McPherson & Jacobson, L.L.C. is dedicated to serving school districts through an equity lens that supports all candidates regardless of cultural and ethnic diversity. In order to achieve this, we must embrace a culture of inclusion and acceptance.

As an organization, we are committed to equitable practices that will ensure the equal access for all candidates. This commitment means that success will not be predicted nor predetermined by race, ethnicity, socioeconomic status, cognitive/physical ability, language, marital status, gender, sexual orientation, gender identity, disability, or religion.

Every decision McPherson & Jacobson, L.L.C. makes will be committed to the following foundational beliefs:

1. Consultants share the moral imperative and collective ownership to identify and eliminate disparities to ensure all candidates have an equal opportunity regardless of their race, ethnicity, socioeconomic status, cognitive/physical ability, language, marital status, gender, sexual orientation, gender identity, disability, or religion;
2. Eliminate barriers in recruitment, hiring, retention, and internal processes;
3. Utilize culturally relevant practices that do not discriminate based upon language, marital status, gender, sexual orientation, gender identity, cognitive/physical ability, or religion;
4. Promote catalytic leadership for educational and community partners;
5. Support the continuing development of all personnel with a focus on their mindset, beliefs, knowledge, and skills, including an understanding of implicit bias and racial identity;
6. Incorporate the voices, cultures, and perspectives of diverse students, families, and communities into decision making to create a sense of belonging for all;
7. Support and comply with State and District policies on equity.

## *Applicant Diversity*

While McPherson & Jacobson does not represent candidates, we keep a data bank of quality candidates. Once a board identifies the characteristics it desires in its new superintendent, the consultants from McPherson & Jacobson, L.L.C. will identify and aggressively recruit, on a national level, candidates who match the board's identified criteria.

McPherson & Jacobson has **over 110 consultants** across the nation. Our diverse group of consultants has extensive backgrounds in education and public service including current and former superintendents, assistant superintendents, university professors, and school board members. Over fifty percent have a doctorate degree. Their diversity and expertise ensures your search results in quality leadership for education excellence.

We use our consultant network to track the careers of successful administrators. We also work closely with universities, colleges, and professional organizations that represent and promote minority and female applicants.

For the past five years, approximately **one-third** of our applicants have been female and almost **one-fourth** of our applicants have been ethnically diverse.

In the past ten years, **one-third** of the boards we have represented have placed women or ethnically diverse candidates.

## *Search Process*

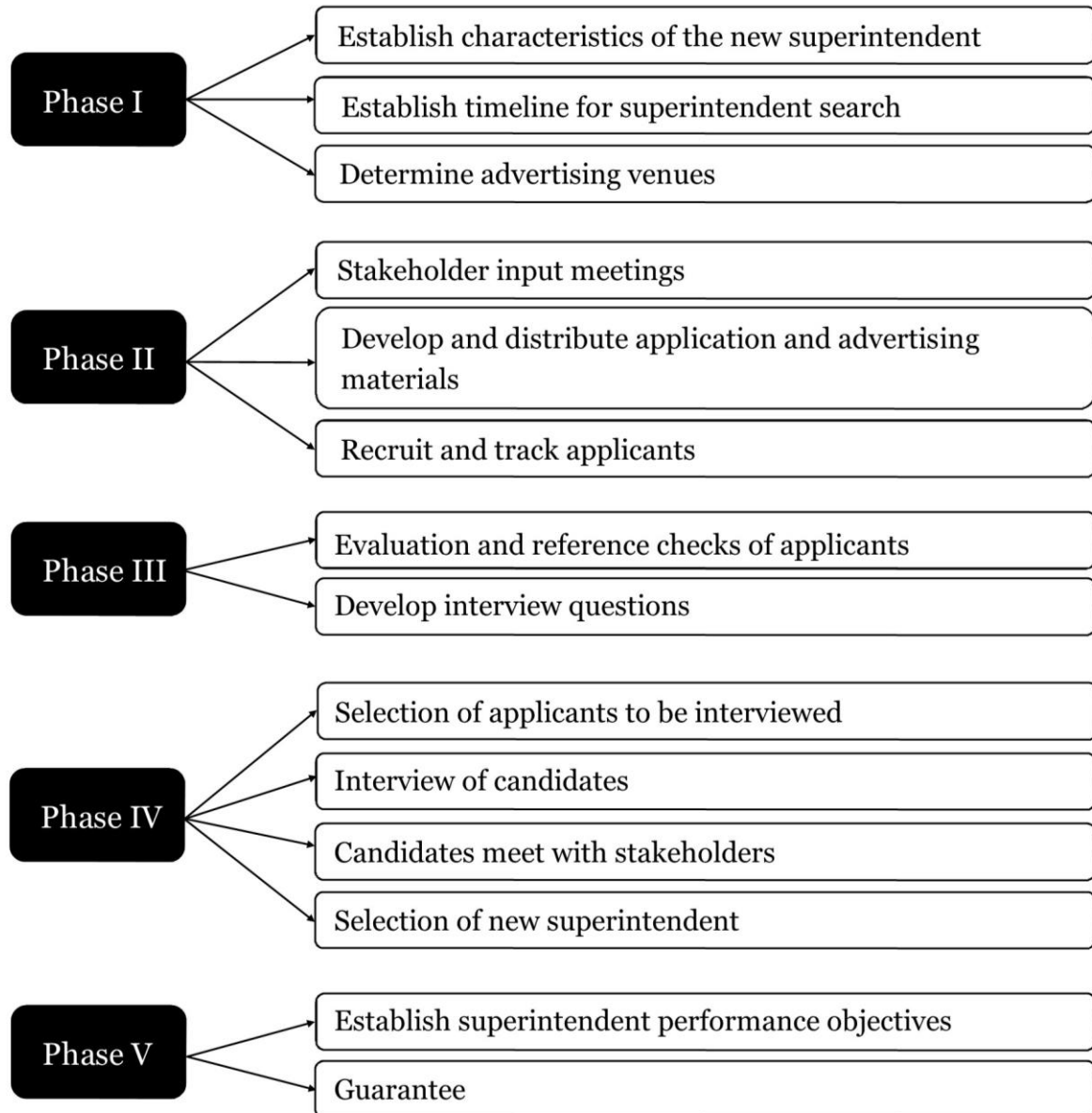
### *Executive Summary*

McPherson & Jacobson L.L.C. provides a comprehensive search process. Below are some of the highlights of our process:

- Our process is comprehensive and provides critical support for the most time-consuming aspects of recruiting and screening the candidates, so the board can focus on interviewing and selection.
- Transparency is a hallmark of our protocol. Stakeholder participation emphasizes the transparency of our process.
- We take the entire board through a consensus decision-making process to identify the top criteria for the selection of the new superintendent.
- We meet with groups to ensure broad-based stakeholder input in the selection process. In addition, we provide an online survey to reach out to anyone who could not attend a stakeholder meeting. The consultants will present a comprehensive written report to the board, which includes all of the comments recorded during the input sessions.
- McPherson & Jacobson's consultants actively recruit candidates that meet the selection criteria. If desired, we will recruit non-traditional candidates.
- Applicant confidentiality is important to attract top candidates. Names remain confidential until the board selects their finalists.
- We continue to work with your school district until a superintendent is hired and in place.
- Phase V provides a continued commitment to work with your board and new superintendent for one year. We help you collaboratively establish annual performance objectives for the new superintendent's first year. Evidence from previous searches shows this phase to be very positive as it fosters a good transition.
- We are so confident of our ability to identify the district's criteria, recruit and screen applicants against those criteria, and assist during the transition period, that we guarantee our service. If your superintendent leaves for whatever reason during the guarantee period, we will repeat the process for no charge except for actual expenses.

***Our mission is to ensure your search results in quality  
leadership for education excellence.***

## *Five Phases of a Superintendent Search*



### *Phase I—Initiating the Search Process*

- ✓ **Using a group process with the board, identify the most important characteristics of the future superintendent.**

The consultants will assist the board in identifying the most important characteristics the board would like the new superintendent to possess. These characteristics will be used as a template for recruiting and selecting candidates.

- ✓ **Establish appropriate timelines and target dates for the selection process.**

The consultants will prepare a proposed calendar for the search process. Dates for advertising the announcement of vacancy, closing date, dates for interviewing, a target date for selecting the new superintendent, and a date for the new superintendent to begin will be determined.

- ✓ **Determine, with the board, appropriate advertising venues.**

The consultants will assist the board in determining the scope of the search. Appropriate media venues (professional journals, trade papers, newspapers, and websites) and associated costs will be presented for consideration.

- ✓ **Identify appropriate stakeholder groups.**

The board will identify the various stakeholder groups that they want McPherson & Jacobson's consultants to meet with to solicit input into the process.

- ✓ **Assist the board in determining compensation parameters.**

In order to recruit and select top candidates, compensation packages need to be competitive. Our consultants will present data indicating what districts in the same geographic region and similar size are paying superintendents. Whenever possible, they will also present compensation information for districts that recently hired a superintendent. This information is provided for the board's consideration of compensation parameters.

Final compensation decisions will be determined by the board and the selected candidate.

- ✓ **Identify the point of contact for the district**

The board will identify an appropriate staff person to work with the consultants to coordinate the logistics of the search. This includes tasks such as assisting with information for the promotional brochure and coordinating details for stakeholder input and other meetings within the district.

### *Phase II—Stakeholder Input, Advertising the Position, Recruiting Applicants*

- ✓ **Work with the district to schedule the stakeholder input meetings.**

The consultants will work with the district's point of contact to determine the stakeholder input schedule and coordinate notifying the stakeholders about the meetings.

✓ **Meet with groups identified by the board to provide stakeholder input into the selection process.**

The consultants will meet with the stakeholder groups identified by the board and solicit their input into the selection process. Each group is asked to identify the strengths of the school district and community, the issues facing the new superintendent, and the characteristics they would like to see the new superintendent possess.

The board chooses which groups it would like the consultants to meet with, but the most common groups include central office administrators, building administrators, teachers, classified staff, students, and community and business groups. The consultants will assist the board in choosing which groups it wishes to include.

For any unable to attend a stakeholder meeting, we provide an online version of the questions we ask the groups. At the request of the district, the survey can be available in multiple languages.

The results of the stakeholder meetings and online stakeholder input are summarized by the consultants and presented to the board.

✓ **Develop promotional literature and brochures announcing the vacancy.**

In order to attract quality applicants, it is important to promote your school system and community. With on-site assistance from the district, the consultants will assist in preparing an announcement of vacancy that highlights the strengths of your school system and community. Our graphic artist will prepare a professional color brochure that highlights the school district and community, including the board's selection criteria, the board members, and the application procedures and timelines.

✓ **Prepare and place announcement of vacancy.**

McPherson & Jacobson's staff will prepare and place the announcement of vacancy. It will be sent to the state school board and administrator associations, as well as media venues selected by the board. Additionally, McPherson & Jacobson maintains an interactive website ([www.macnjake.com](http://www.macnjake.com)) that allows applicants to access all the application materials and apply online. The website averages over 225,000 hits per month.

✓ **Develop an application unique to your vacancy that reflects the selection criteria determined by the board.**

McPherson & Jacobson's staff will create an application form requiring applicants to describe their strengths and experiences relating to each criterion identified by the board. This will be one of the preliminary screening devices used by the consultants when assessing potential candidates.

✓ **Post application information and notify interested applicants.**

McPherson & Jacobson's staff contacts potential applicants and manages all the application materials using our online application software. Our office staff handles this task without assistance from your district.



✓ **Actively recruit applicants who meet the district's needs.**

While McPherson & Jacobson does not represent candidates, we actively maintain a data bank of quality candidates. Once the board has chosen its selection criteria, we will send the information to all of our consultants across the United States, asking them to nominate candidates who would be a good match. We will encourage those candidates to apply. Some of the best candidates may not be actively seeking another position and will need to be recruited.

McPherson & Jacobson stays current with trends in educational leadership by being an active participant and presenter at national and state education conferences. We participate in Job Central at the American Association of School Administrators conference, the National School Boards Association annual conference, and others such as the AASA Women's Leadership Conference.

✓ **Confidentiality of Applicants**

McPherson & Jacobson proposes an open process for the search. We believe the public business should be done in public with transparency. We also understand the need for applicants' confidentiality. Our process keeps the names of all applicants confidential until they are named a finalist for the position, at which time the names of the finalists are made public.

If the board believes that the names of the finalists should be kept confidential until they make their selection, we can do that. This is your search and we will adapt our process to fit your unique needs.

✓ **Keep all applicants informed of their status in the selection process.**

During the application process, McPherson & Jacobson's staff monitors applicants and notifies them of what is still needed to complete the process.

✓ **Communicate with all Board Members in a timely manner**

The consultants will communicate with all board members keeping them informed of the status of the search throughout the process.

### *Phase III—Applicant Screening*

✓ **Evaluate each applicant against the selection criteria.**

The consultants will read and evaluate all of the completed files submitted by applicants. They will read the application form and all of the additional material in each file and begin reviewing against the selection criteria.

✓ **Conduct reference checks.**

We understand that applicants do not submit references who will not speak highly of them. We begin with the references given and ask them a list of questions relevant to the selection criteria. After asking those questions, we ask each reference to give us the names of other people who can speak of the applicant's qualifications. We then call those individuals and ask them the same set of questions, including asking them to give us the names of other people who can speak of the applicant's qualifications. We go a minimum

of three people removed from the primary references. What we are looking for is consistency of answers that will verify the applicant's strengths and weaknesses.

In addition to contacting references, the consultants conduct an extensive Internet search of the applicants.

✓ **Pre-Interview and Video of Shortlist Applicants.**

The consultants will pre-interview applicants to be submitted on the shortlist. We will have these applicants submit a video which the consultants can share with the board.

✓ **Assist the board in developing a set of interview questions that reflect the identified selection criteria and characteristics.**

The consultants will present an extensive list of potential interview questions that reflect the selection criteria and characteristics desired by the board. The board members choose interview questions that reflect their criteria and priorities.

If the board chooses to conduct two rounds of interviews, the consultants will assist in developing interview questions for both rounds of interviews.

*Phase IV—Reviewing Candidates with the Board, Interviews*

✓ **Review candidates with the board and assist board members in determining which candidates they will interview.**

The consultants will present a complete list of applicants, who completed the application process, to the board for its review. We do not eliminate any applicants; however, a short list will be submitted of those applicants who we found most closely met the district's criteria. The consultants will present a reference profile demonstrating the consistent feedback for each short list applicant.

Upon reviewing the recommendations, the consultants will assist the board members in identifying which applicants they wish to consider as candidates for interviews.

✓ **Assist the board in determining interview procedures.**

After the board selects their final candidates to interview, the names of these candidates will be made public upon confirming the interviews (if the board chooses to release the names). During the interview process, the stakeholder groups will have an opportunity to meet the individual candidates.

If the board chooses to conduct semi-finalist interviews, the candidates will only meet with the board. The names of the semi-finalist candidates will remain confidential (in states where an executive session is allowed), and stakeholders will not meet the semi-finalists. The finalist interviews will be conducted as described in the paragraph above.

✓ **Coordinate interview and visitation procedures.**

If the board chooses, McPherson & Jacobson will schedule semi-finalist interviews. Semi-finalist interviews are typically conducted with the board only. After the semi-finalist interviews, the board will select their finalists.

If the board chooses to involve stakeholder groups in the interview process, the consultants will assist in establishing the finalist interview schedule that includes district

staff, students, and community groups. A typical interview day will include a tour of the district and community, meeting with stakeholder groups, and a formal interview with the board.

✓ **Assist the groups identified by the board in planning for meeting each candidate and providing feedback to the board.**

If the board chooses to involve stakeholder groups in the interview process, representatives will be selected from the stakeholder groups identified by the board. The purpose of these groups is two-fold: 1) to promote the school district and community to the candidate; and 2) to form an impression of each candidate, which they will share with the board. The board will identify chairpersons for each stakeholder group. The consultants will meet with the chairpersons to discuss their roles and responsibilities. The consultants will also provide the chairpersons with a form to record the group's consensus impressions of each candidate's strengths and any concerns or questions the group may have. Each form will be sealed in an envelope and turned in to the district contact person.

✓ **Coordinate visitation procedures for the candidate's spouse/significant other.**

We encourage boards to invite spouse/significant others to attend the interview day. The consultants will coordinate, with the point of contact, a portion of the interview day for the spouse/significant other to have an expanded visitation of the community. Tours typically include available housing, medical facilities, churches, recreational opportunities, and areas of interest unique to your community.

✓ **Assist the board in making final arrangements for each candidate's visit.**

It is common practice for the district to pay interview expenses for the candidates and their spouse/significant others. To ensure that expenses stay within established guidelines, the consultants will assist the point of contact in making lodging and travel arrangements for each candidate.

✓ **Contact all finalists and schedule their interview dates.**

The consultants will contact the final candidates, notifying them they are finalists for the position and scheduling their interview dates. The consultants will be the contact for answering any questions and coordinating the candidates' visits to the district.

✓ **Notify all applicants not selected for an interview.**

Once the board has selected its final candidates, all other applicants will receive, on behalf of the board, a personalized notification thanking them for taking the time to complete the application materials and notifying them that they are not a finalist.

✓ **Personally contact each finalist who was not offered the position.**

Once a contract has been offered by the board and accepted, the consultants will call each of the other final candidates and thank them on behalf of the board for interviewing for the position. *These candidates are not notified until an offer has been accepted.* If by chance you lose your top candidate, we want to keep viable candidates available.

✓ **Conduct background checks.**

Included in the fee is a criminal/financial/credential verification background check for the selected candidate. For an additional fee, the board can choose background checks for all of the finalists.

*Phase V—Transition with Success*

✓ **Establish performance objectives for new superintendent.**

Working with the board and new superintendent, the consultant will assist in establishing two or three performance objectives the board wants the superintendent to focus on during the first year. These objectives are beyond the day-to-day school district operations.

Once the performance objectives have been identified, board members will be asked what they will accept as evidence of progress towards the accomplishment of the identified objectives.

The superintendent will take the information generated from this session and develop an action plan for achieving the performance objectives.

✓ **Provide a guarantee.**

If the board chooses to use our complete service, we will guarantee our process for **two (2) years**. If the person selected leaves the position, *FOR WHATEVER REASON*, within the guarantee period, we will repeat the process at no charge except actual expenses.

We are convinced that our process of identifying your most important selection criteria, meaningfully involving stakeholders, screening candidates against the criteria, and working with you during the critical first year, will ensure your search results in quality leadership for education excellence.

## *Timeline*

The timeline for the search process is established when we meet with the board, so we can address the unique needs of the district. However, the time from our first meeting with the board until the finalist is selected is typically a minimum of two to three months.

Search sequence:

- At the beginning of the search
  - The qualities for the new superintendent are identified
  - A formal timeline is established
  - Advertising decisions are made
  - Application information is posted
  - A brochure is created to advertise the district and the vacancy
- At the time designated by the board
  - Stakeholder group meetings are held
  - A summary of stakeholder input is presented to the board
- As applications arrive in our office
  - Applications are monitored and applicants are notified of the deadlines to submit their materials
- After the closing date
  - All the completed applicant files are forwarded to the consultants
  - The consultants begin the review and pre-interview process
- Approximately two to four weeks after the closing date
  - Consultants provide information to the board on all applicants who completed the process
  - Consultants present summary profiles and video interviews of qualified candidates to the board
  - The board selects the candidates it wants to interview
  - McPherson & Jacobson notifies each applicant not selected for an interview
- Soon after the board selects their candidates
  - Semi-finalist interviews are conducted (if chosen by the board)
  - The board interviews its final candidates
  - The board selects their new superintendent
  - A criminal/financial/credential verification background check is conducted on the selected candidate
  - McPherson & Jacobson's consultants contact each candidate who was interviewed to notify them of their status

## *Responsibilities of South Bay Union School District and McPherson & Jacobson, L.L.C.*

| <b>Event</b>                  | <b>McPherson &amp; Jacobson's Tasks</b>   | <b>School District's Tasks</b>  |
|-------------------------------|---|---|
| 1 <sup>st</sup> board meeting | <ul style="list-style-type: none"> <li><input type="checkbox"/> The consultant guides the board in determining the following items <ul style="list-style-type: none"> <li>○ Characteristics for the new superintendent</li> <li>○ The search calendar</li> <li>○ Compensation parameters</li> <li>○ Identify the appropriate constituent groups for stakeholder input</li> <li>○ Advertising venues</li> </ul> </li> <li><input type="checkbox"/> The consultant works with the Point of Contact to compile: <ul style="list-style-type: none"> <li>○ Information to create the brochure announcing the vacancy</li> <li>○ The list of names to be invited to the community input meetings</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> Provides consultant with the necessary information to create the brochure; the name of the Point of Contact; and the Board Contact List</li> <li><input type="checkbox"/> Reviews and approves the brochure</li> </ul>  |
| After 1 <sup>st</sup> meeting | <ul style="list-style-type: none"> <li><input type="checkbox"/> Application link is posted online</li> <li><input type="checkbox"/> Brochure announcing the vacancy is created</li> <li><input type="checkbox"/> Advertising is started</li> <li><input type="checkbox"/> Vacancy announcements are sent out</li> <li><input type="checkbox"/> E-mails are sent to applicants registered with McPherson &amp; Jacobson notifying them about the opening</li> <li><input type="checkbox"/> E-mails are sent to consultants regarding the opening, requesting they invite candidates to apply for the position</li> <li><input type="checkbox"/> Opening is posted on social media and additional venues</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> Edit the brochure</li> </ul>  |
| During application period     | <ul style="list-style-type: none"> <li><input type="checkbox"/> Consultants recruit candidates that fit the position</li> <li><input type="checkbox"/> Monitors applicants and where they are in the application process</li> <li><input type="checkbox"/> Notifies applicants of the closing date for submitting their materials</li> <li><input type="checkbox"/> Lead consultant keeps the board up to date on the search</li> </ul>   | <ul style="list-style-type: none"> <li><input type="checkbox"/> Posts a link to the McPherson &amp; Jacobson website</li> <li><input type="checkbox"/> Posts the brochure (announcement of vacancy) on their website</li> <li><input type="checkbox"/> Advertises the opening on the district's social media platforms</li> </ul> |

| <b>Event</b>                           | <b>McPherson &amp; Jacobson's Tasks</b>  | <b>School District's Tasks</b>   |
|--|--|--|
| Stakeholder meetings are scheduled     | <input type="checkbox"/> Home Office sends out invitations to the community stakeholder meeting(s) after receiving the information from the consultant and the district  | <input type="checkbox"/> Assists in organizing stakeholder focus groups and meeting schedule<br><input type="checkbox"/> Names and addresses are sent to Home Office for community meeting invitations<br><input type="checkbox"/> Posts meeting dates, times, and locations as open public forum<br><input type="checkbox"/> Assists in translating stakeholder input survey into the additional language(s) requested by the school district |
| Stakeholder meetings                   | <input type="checkbox"/> Consultants facilitate the stakeholder meetings, recording the input<br><input type="checkbox"/> An online stakeholder input survey is created, the link is posted on the McPherson & Jacobson website and also provided to the district to post  | <input type="checkbox"/> Link to online stakeholder input form(s) is (are) posted on the school district website   |
| Stakeholder meetings completed         | <input type="checkbox"/> Consultant summarizes key themes and gives the results to the district<br><input type="checkbox"/> Copy of summary is sent to Home Office<br><input type="checkbox"/> The stakeholder input summary report is created   | <input type="checkbox"/> "Stakeholder Input Report" is posted on the school district website   |
| 2 <sup>nd</sup> board meeting          | <input type="checkbox"/> Review stakeholder input summary report and provide copies to the district<br><input type="checkbox"/> The consultant guides the board in determining the following items <ul style="list-style-type: none"> <li>○ Interview questions</li> <li>○ Length of contract, moving and interview expenses</li> <li>○ Spouse/significant other's involvement in interview process</li> <li>○ District Interview Schedule</li> <li>○ Candidate Daily Interview Schedule</li> </ul> <input type="checkbox"/> Interview questions are sent to Home Office to be formatted |  |
| Prior to 3 <sup>rd</sup> board meeting | <input type="checkbox"/> Applicant packets are reviewed by the consultants and reference checks are performed<br><input type="checkbox"/> Contact candidates on short list and verify their interest in the position<br><input type="checkbox"/> Meet with stakeholder group chairs to review schedule, procedures, and screen questions   |  |

| Event                          | McPherson & Jacobson's Tasks  | School District's Tasks  |
|--------------------------------|---|--|
| 3 <sup>rd</sup> board meeting  | <input type="checkbox"/> The consultant facilitates the board's <ul style="list-style-type: none"> <li>○ Review of the list of all applicants</li> <li>○ Overview of candidates on short list</li> <li>○ Selection of finalists</li> <li>○ Finalizing of interview dates &amp; schedule</li> <li>○ Review of interview questions &amp; procedures</li> <li>○ Finalizing candidate &amp; spouse/significant other arrangements</li> </ul> <input type="checkbox"/> Contact finalists and schedule interview dates, review schedule, discuss compensation and contractual issues <input type="checkbox"/> Work with Point of Contact to coordinate interviews (transportation, lodging, interview locations, etc.) <input type="checkbox"/> Send Candidate Daily Interview Schedule to each finalist <input type="checkbox"/> Notify the applicants who were not selected to be interviewed | <input type="checkbox"/> Assist with lodging arrangements and welcome gifts <input type="checkbox"/> Arrange for spouse/significant other tour   |
| Interviews                     | <input type="checkbox"/> Call Point of Contact after 1 <sup>st</sup> interview to learn how it went <input type="checkbox"/> Call 1 <sup>st</sup> candidate to learn their perspective and how the interview went <input type="checkbox"/> Suggest any possible improvements <input type="checkbox"/> Be available for questions <input type="checkbox"/> Be present at interviews if request is made by school district  | <input type="checkbox"/> One candidate per day <input type="checkbox"/> Board member greets each candidate upon arrival to district <input type="checkbox"/> Informal interview-social setting <input type="checkbox"/> Formal interview <input type="checkbox"/> Spouse/significant other's visitation is coordinated   |
| Finalist selected and accepted | <input type="checkbox"/> Call and make offer to candidate <input type="checkbox"/> Verify acceptance <input type="checkbox"/> Conduct criminal/financial/credential verification check on selected candidate <input type="checkbox"/> Call other finalists <input type="checkbox"/> Sends out letter of congratulations to candidate who was chosen   | <input type="checkbox"/> Board meets and discusses each candidate individually <input type="checkbox"/> Read input forms submitted by stakeholder input groups <input type="checkbox"/> Have each board member rank order candidates <input type="checkbox"/> Select minimum of #1 and #2 candidate <input type="checkbox"/> Call and make offer to candidate <input type="checkbox"/> Send interview forms and files to the Home Office <input type="checkbox"/> Board evaluates our services |
| Phase V                        | <input type="checkbox"/> Facilitate board and superintendent's identification of 2-3 performance objectives and evidence of progress the board will accept <input type="checkbox"/> Consultant reviews superintendent's plan  | <input type="checkbox"/> Superintendent creates plan with target objectives and timelines <input type="checkbox"/> Plan is sent to consultant to be reviewed <input type="checkbox"/> Board adopts plan  |



## *Stakeholder Involvement*

Obtaining stakeholder input is an integral part of McPherson & Jacobson's search process. Since 1991, McPherson & Jacobson has conducted over 815 superintendent searches for school districts ranging from 10 to over 300,000 students. For each search, we have coordinated stakeholder input sessions. Besides meeting with stakeholder groups designated by the board, an online input survey is also available for those who cannot attend the meetings. After the meetings have been completed, the board will receive a written report with the findings of the meetings and online input.

### **Initial stakeholder input sessions**

The consultants will meet with groups identified by the board to solicit their input into the selection process. Each group is asked to identify the strengths of the school district and community, the characteristics they would like to see the new superintendent possess, and the issues facing the new superintendent. The results of these meetings are summarized by the consultants and presented to the board. The board chooses which groups it would like the consultants to meet with, but the most common groups include central office administrators, building administrators, teachers, classified staff, students, and community and business groups. The consultants will assist the board in choosing which groups it wishes to include. An online survey option will be provided to stakeholders who are unable to attend the scheduled meetings.

### **Meeting the candidates**

A representative group of eight to twelve people will be selected to represent each of the groups identified by the board. The consultants will meet with a chairperson for each group to discuss their roles and responsibilities. The purposes of these groups are two-fold: one, to promote the school district and community to the candidate; and two, to form an impression of each candidate, which they will share with the board. The consultants will coach each group on how to conduct the meeting with each candidate and what questions they can or cannot ask. The consultants will also provide the chairpersons with a form in which, using group consensus, they will record their impressions of each candidate. The forms will be sealed in an envelope after meeting with each candidate and turned in to the district contact person. Upon completing the interview process with all candidates, the board will receive and open the forms from each group.

### **Process for Obtaining Staff Input**

The consultants will meet with central office administrators, building administrators, teachers, classified staff, and students, to solicit their input into the selection process. Each group is asked to identify the strengths of the school district and community, the characteristics they would like to see the new superintendent possess, and the issues facing the new superintendent. The results of these meetings are summarized by the consultants and presented to the board.

Our normal protocol is to host meetings for the teachers and classified staff in the afternoon, right after school dismissal to give the maximum opportunity for the staff to participate. Central office and building administrator meetings are scheduled at multiple locations to maximize the opportunities for their input. Student input sessions are not scheduled during class time, they are normally held during lunch breaks.

### **Process for Obtaining Parent and Community Input**

The consultants will meet with parents and community stakeholders, to solicit their input into the selection process. Each group is asked to identify the strengths of the school district and community, the characteristics they would like to see the new superintendent possess, and the issues facing the new superintendent. The results of these meetings are summarized by the consultants and presented to the board.

Our normal protocol is to host meetings for the parents and community stakeholders in the evenings at multiple locations to allow as many stakeholders as possible to give their input.

### **Process for Obtaining Online Stakeholder Input**

McPherson & Jacobson will create an online input survey to allow stakeholders to submit their input. At the request of the district, surveys for multiple languages can be developed and posted.

## *Cost Proposal*

### *Investment*

**The fee for conducting the superintendent search is \$15,900 for Phases I-V.**

*McPherson & Jacobson has the tools to conduct all or some components of the search process electronically. We can work with the board to determine the best practices as the search progresses to determine if in-person or online meetings will best meet the needs of the district.*

**The total not to exceed amount including expenses is \$19,050. (online meetings)**

Included in the expenses is

- Four (4) weeks of print advertising in EdCal (40-word ad)
- Sixty (60) days of advertising on EdJoin
- Online stakeholder meetings
- Online stakeholder input surveys
- Video interviews of candidates
- Criminal/financial/credential verification background check for the final candidate
- Office expenses

**The total not to exceed amount including expenses is \$21,300. (in-person meetings)**

- Four (4) weeks of print advertising in EdCal (40-word ad)
- Sixty (60) days of advertising on EdJoin
- One (1) day of in-person stakeholder meetings
- Consultants' travel expenses for five (5) trips to the district
- Online stakeholder input surveys
- Video interviews of candidates
- Criminal/financial/credential verification background check for the final candidate
- Office expenses

**NOTE:**

- Expenses may increase if the district chooses additional media advertising.
- Fees and expenses will increase if the district requests additional stakeholder input days. (\$500 per day/consultant plus expenses.)
- Interview expenses for the candidates are not included in the expenses listed.

McPherson & Jacobson is committed to working with the school district until a superintendent is identified and hired. If a second round of candidate selection is necessary, the only cost to the district would be the additional expenses, there is not an additional fee.

**Guarantee:**

If the board chooses to use our complete service, we will guarantee our process for **two (2) years**. If the person selected leaves the position, for whatever reason, within the guarantee period, we will repeat the process at no charge except actual expenses.

We are convinced that our process of identifying your most important selection criteria, meaningfully involving stakeholders, screening candidates against the criteria, and working with you during the critical first year, will ensure your search results in quality leadership for education excellence.

**Additional Services:**

In addition to the basic services provided, McPherson & Jacobson can provide at no additional charge the following services:

- Assist the board in revising and updating the superintendent's job description.
- Assist the board in developing an effective contract.
- Provide assistance in negotiating the contract with the finalist.
- Schedule an on-site visitation to the finalist's home district.

## *Additional Information*

### *California Consultants*

**Mrs. Janice Adams**, Retired Superintendent, Benicia  
**Mrs. Nicole Anderson**, Educational Consultant, Vallejo  
**Mr. James Bates**, Retired Superintendent, Bakersfield  
**Ms. Aida Buelna**, Retired Superintendent, Woodland  
**Mr. Robert Ferguson**, Retired Superintendent, Napa  
**Mr. William Huyett**, Retired Superintendent, Lodi  
**Mr. Benjamin “Ben” Johnson II**, Former Board Member, Riverside  
**Dr. Barry Kayrell**, Retired Superintendent, Murrieta  
**Dr. Debbra Lindo**, Retired Superintendent, Escondido  
**Dr. Steven Lowder**, Retired Superintendent, Stockton  
**Dr. Michael McCoy**, Retired Superintendent, Bakersfield  
**Mr. Jesse Modesto**, Retired Administrator, Woodland  
**Dr. Daniel Moirao**, Retired Superintendent, Danville  
**Dr. Stanley Munro**, Administrator, Fresno USD, Clovis  
**Mr. Dennis Murray**, Retired Superintendent, Murrieta  
**Dr. Marilyn Shepherd**, Retired Superintendent, Friant  
**Mr. Edward Velasquez**, Retired Superintendent, Chino  
**Ms. Teri Vigil**, Board Member, Falls River Joint Unified School Dist., McArthur  
**Mr. Daniel Zeisler**, Retired Superintendent, Chicago Park ESD, Grass Valley  
**Dr. Thomas Jacobson**, CEO/Owner, McPherson & Jacobson, L.L.C., Omaha, Nebraska  
**Dr. Steve Joel**, National Recruiter, Superintendent, Lincoln, Nebraska

*California Searches Conducted by  
McPherson & Jacobson, L.L.C.*

**Albany Unified School District, Berkeley**

Search Year: 2018/19, Enrollment: 3,714

**Alisal Union School District, Salinas**

Search Year: 2019/20, Enrollment: 9,000

**Alpine Union School District, Alpine**

Search Year: 2015/16, Enrollment: 1,700

**Anderson Union High School District, Anderson**

Search Year: 2018/19, Enrollment: 1,800

**Benicia Unified School District, Benicia**

Search Year: 2014/15, Enrollment: 5,000

**Calexico Unified School District, Calexico**

Search Year: 2017/18, Enrollment: 8,966

**Cold Spring School District, Santa Barbara**

Search Year: 2016/17, Enrollment: 175

**Conejo Valley Unified School District, Thousand Oaks**

Search Year: 2014/15, Enrollment: 19,500

**Denair Unified School District, Denair**

Search Year: 2017/18, Enrollment: 1,500

**El Monte Union High School District, El Monte**

Search Year: 2014/15, Enrollment: 9,500

**Elk Grove Unified School District, Elk Grove**

Search Year: 2014/15, Enrollment: 62,000

**Fallbrook Union High School District, Fallbrook**

Search Year: 2018/19, Enrollment: 2,200

**Fort Sage Unified School District, Herlong**

Search Year: 2016/17, Enrollment: 180

**Glendale Unified School District, Glendale**

Search Year: 2014/15, Enrollment: 26,200

**Golden Valley Unified School District, Madera**

Search Year: 2017/18, Enrollment: 1,950

**Grass Valley School District, Grass Valley**

Search Year: 2019/20, Enrollment: 1,500

**Gustine Unified School District, Gustine**

Search Year: 2014/15, Enrollment: 1,830

**Hacienda La Puente Unified School District, City of Industry**  
Search Year: 2019/20, Enrollment: 22,000

**Hemet Unified School District, Hemet,**  
Search Year: 2015/16, Enrollment: 21,000

**Johnstonville Elementary School District, Susanville**  
Search Year: 2015/16, Enrollment: 205

**Lakeside Union School District, Bakersfield**  
Search Year: 2014/15, Enrollment: 1,310

**Linden Unified School District, Linden**  
Search Year: 2020/21, Enrollment: 2,300

**Nevada Joint Union High School District, Grass Valley**  
Search Year: 2017/18, Enrollment: 2,600

**New Haven Unified School District, Union City**  
Search Year: 2018/19, Enrollment: 12,148

**Newark Unified School District, Newark**  
Search Year: 2019/20, Enrollment: 5,700

**Newcastle Elementary School District, Newcastle**  
Search Year: 2014/15, Enrollment: 796

**Old Adobe Union School District, Petaluma**  
Search Year: 2019/20, Enrollment: 2,097

**Oakley Union Elementary School District, Oakely**  
Search Year: 2020/21, Enrollment: 4,900

**Oxnard Union High School District, Oxnard**  
Search Year: 2019/20, Enrollment: 16,800

**Parlier Unified School District, Parlier**  
Search Year: 2019/20, Enrollment: 3,500

**Paso Robles Joint Unified School District, Paso Robles**  
Search Year: 2013/14, Enrollment: 6,500

**Penn Valley Union Elementary School District, Penn Valley**  
Search Year: 2014/15, Enrollment: 700

**Piner-Olivet Union School District, Santa Rosa**  
Search Year: 2019/20, Enrollment: 1,300

**Pollock Pines Elementary School District, Pollock Pines**  
Search Year: 2015/16, Enrollment: 800

**Red Bluff Joint Union High School District, Red Bluff**  
Search Year: 2013/14, Enrollment: 1,622

**Richland School District, Shafter**  
Search Year: 2015/16, Enrollment: 3,504

**Roseville Joint Union High School District, Roseville**

Search Year: 2017/18, Enrollment: 10,300

**San Carlos School District, San Carlos**

Search Year: 2020/21, Enrollment: 2,900

**San Mateo-Foster City School District, Foster City**

Search Year: 2020/21, Enrollment: 11,000

**Santa Barbara Unified School District, Santa Barbara**

Search Year: 2019/20, Enrollment: 15,000

**Santa Paula Unifued School District, Santa Paula**

Search Year: 2020/21, Enrollment: 5,200

**Santa Ynez Valley Union High School District, Santa Ynez**

Search Year: 2020/21, Enrollment: 850

**Saugus Union School District, Santa Clarita**

Search Year: 2017/18, Enrollment: 10,000

**Sausalito Marin City School District, Marin City**

Search Year: 2015/16, Enrollment: 524

**Sierra-Plumas Unified School District/Sierra County Office of Education, Loyalton**

Search Year: 2018/19, Enrollment: 386

**Soledad Unified School District, Soledad**

Search Year: 2020/21, Enrollment: 5,000

**Soledad Unified School District, Soledad**

Search Year: 2016/17, Enrollment: 4,800

**Sonoma Valley Unified School District, Sonoma**

Search Year: 2020/21, Enrollment: 3,730

**Sonora Union High School District, Sonora**

Search Year: 2019/20, Enrollment: 1,000

**Strathmore Union Elementary School District, Strathmore**

Search Year: 2019/20, Enrollment: 773

**Vallecito Union School District, Avery**

Search Year: 2020/21, Enrollment: 600

**Vallejo City Unified School District, Vallejo**

Search Year: 2020/21, Enrollment: 11,500

**Ventura Unified School District, Ventura**

Search Year: 2016/17, Enrollment: 17,000

**Washington Unified School District, West Sacramento**

Search Year: 2020/21, Enrollment: 7,460

**Winship-Robbins Elementary School District, Meridian**

Search Year: 2013/14, Enrollment: 200



## *Transparency—The McPherson & Jacobson Difference*

One of the hallmarks of McPherson & Jacobson, L.L.C. is the belief that the search for a public executive should be conducted with as much transparency as possible. We have designed a process, which keeps the board in complete control of the search, while inviting various stakeholder groups to provide input and become meaningfully involved in the process. The openness of the process has not gone unnoticed. The following article discusses McPherson & Jacobson's stakeholder involvement.

### **Report details what community members want in new Elk Grove district superintendent**

Residents, teachers and students in the Elk Grove Unified School District are all looking for the same characteristics in a new superintendent, according to report from McPherson & Jacobson LLC, an executive search firm hired by the district.

They want someone who is collaborative, culturally competent, approachable, has integrity and strong communication skills and is visible at schools. They also want someone who can lobby for legislation, policy and resources at the state and federal level, according to the report.

...

The report, compiled from more than 20 meetings with community members and stakeholders, was distributed to board members and others at a school board workshop Wednesday afternoon.

"It's a good process – to get a feel for the community, employees and students," said board President Priscilla Cox.

The report also says that stakeholders are in sync about issues at the district that they would like a new superintendent to know about. They list the achievement gap at the top of their list of concerns, as well as institutional racism and equity in the distribution of resources between schools.

They want the new superintendent to know that there is a split on the school board that makes it difficult for staff to work with trustees and that there is a need to re-establish trust between the administration and staff, according to the report.

The report will be used to help select a superintendent and will be distributed to the candidates so they can understand the community's needs, said Bob Ferguson, a consultant for McPherson and Jacobson LLC. The new superintendent also will receive a copy as a guide to taking the helm of the district.

The process is very effective, said William Huyett, a consultant for McPherson and Jacobson. By the third or fourth meeting, common themes began to emerge.

“It’s a healthy thing to talk to your stakeholders and to find out what the issues are,” Huyett said.

The school board adjourned to a closed session with the expectation that it would identify finalists for interviews that will begin Friday.

...

The entire board will conduct formal interviews of candidates in closed sessions. Interviews could continue Monday if the board selects more than four finalists. Representatives of employee, district and community organizations have also been selected to participate in the interviews.

**Taken in part from Lambert, Diana, *Sacramento Bee*,  
Wednesday, Sep. 3, 2014 - 9:30 pm**

## *What Board Members Say About the Service of McPherson & Jacobson, L.L.C.*



**Christi Barrett, Ph.D.**  
Superintendent

**Darrin Watters**  
Deputy Superintendent  
**Tracy Chambers**  
Assistant Superintendent  
**Derek Jindra, Ed.D.**  
Assistant Superintendent  
**Jennifer Martin, Ed.D.**  
Assistant Superintendent

**Professional Development  
Service Center**  
1791 W. Acacia Avenue  
Hemet, CA 92545  
(951) 765-5100  
Fax: (951) 765-5115

**Professional Development  
Academy**  
2085 W. Acacia Avenue  
Hemet, CA 92545  
(951) 765-5100  
Fax: (951) 765-6421

**Governing Board**  
Stacey Bailey  
Rob Davis  
Megan Haley  
Gene Hikel  
Vic Scavarda  
Patrick Searl  
Ross Valenzuela

[www.hemetusd.org](http://www.hemetusd.org)



[www.facebook.com/hemetunified](https://www.facebook.com/hemetunified)



[twitter.com/HemetUnified](https://twitter.com/HemetUnified)

August 13, 2020

To Whom It May Concern:

It is my pleasure to write this letter of support for Mr. Ben Johnson. I had the opportunity to work with Mr. Johnson and McPherson and Associates as a candidate for the Superintendent of Hemet Unified School District.

Mr. Johnson provided guidance throughout the application process while working with the District to ensure that the District and I were a good fit. He continued to stay in touch throughout my first year as Superintendent to ensure I had the support needed in my new position.

Mr. Johnson has a kind and caring manner. He is committed to pairing potential candidates with Districts that will grow their skills and expertise as the Superintendent and move the District in a forward direction.

Sincerely,

Christi Barrett, Ph.D.  
Superintendent

**BOARD OF EDUCATION**

Betsy Connolly, D.V.M., President  
Pat Phelps, Vice President  
Mike Dunn, Clerk  
Peggy Buckles, Member  
John Andersen, Member

**SUPERINTENDENT**

Jeffrey L. Baarstad, Ph.D.



June 3, 2015

**To Whom It May Concern:**

We have just completed a successful search for our new superintendent with the able assistance of Anita Johnson and Ed Velasquez, our consultants from the search firm McPherson & Jacobson, LLC.

The entire process was handled in a highly professional manner. Every question was answered, every concern addressed. Rather than following a scripted process, the board remained in control of the style and substance of the search but without the burden of its execution. As board president, I worked closely with our consultants and came to depend on them for insight and advice. Their experience, with the search process and with the issues faced by education agencies was invaluable.

We were on a tight timeline and, like many board members, I have a demanding schedule outside of my school board responsibilities. Anita and Ed were available to me in the evening and on weekends when questions and conflicts arose. They did the detail work and planning so that we didn't have to. The level of support and encouragement provided was extraordinary. I cannot imagine doing a search without them.

The number and quality of the applicants was reassuring to the board and spoke to the success of the initial planning process and the skillful execution of our plan. I believe that our consultants represented us enthusiastically to potential candidates, thus helping to develop a high quality candidate pool. Our board constructed a rigorous candidate assessment that no doubt placed additional burdens on our consultants. They didn't waiver or complain. During our post interview discussion of the applicants, our consultants provided insight and guidance without attempting to influence the final outcome. Honestly, with such a difficult and important decision, it was critical to have their advice and support.

That support didn't stop with the selection of a finalist. Anita kept in touch with me, and with our selected candidate, as we worked through the contract development and public announcement process. It is for these reasons, and many more, that I give our consultants and their firm, my enthusiastic endorsement.

A handwritten signature in black ink, appearing to read 'B Connolly', is positioned above the printed name.

Betsy Connolly DVM

## Comments from Santa Barbara Unified School District

From: **Laura Capps** <[lcapps@sbunified.org](mailto:lcapps@sbunified.org)>  
Date: Wed, Aug 12, 2020 at 1:24 PM  
Subject: Re: Follow-up  
To: Ben Johnson <[benjohnson2nd@gmail.com](mailto:benjohnson2nd@gmail.com)>

**We are thrilled with the new Superintendent that MacPherson & Jacobson found for us. I thoroughly enjoyed working closely with Ben Johnson. He is especially skilled at helping school boards work together and effectively find consensus -- and that is so important in the final weeks of a high stakes search. I am grateful for their partnership.**

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**From:** Wendy Sims-Moten <[wsimsmoten@sbunified.org](mailto:wsimsmoten@sbunified.org)>  
**Date:** August 13, 2020 at 12:41:34 PM PDT  
**To:** Ben Johnson <[benjohnson2nd@gmail.com](mailto:benjohnson2nd@gmail.com)>  
**Subject:** Re: Request

From the very beginning of the search firm selection process I appreciated Ben for really laying a foundation that the Board makes the decision. This was very evident throughout the entire process. Whenever we got stuck or were hesitate [sic] to speak candidly he reminded us the Board makes the decisions. The helped us to trust and own our decision making process. Thank you Ben and company.

---

Dr. Jacqueline Reid, Santa Barbara Unified School District, CA

*"I highly recommend Ben Johnson II and Dr. Daryl Adams of McPherson and Jacobson to any district doing a superintendent search. Throughout the process, Mr. Johnson and Dr. Adams offered us advice that helped us to make better decisions. Overall the service was excellent."*

July 2018

To Whom It May Concern:

Teri Vigil, consultant for McPherson & Jacobson, L.L.C., led our school district in the search for a new district superintendent/principal. It was my pleasure to serve as the point of contact for this endeavor.

I found Teri to be accessible, knowledgeable and professional. But, most of all, I appreciated her sincere caring for our district. Serving, as she does, on the school board of a small, rural district, Teri knows the needs and issues affecting rural districts. She truly understands the need for a special individual to lead such a district.

McPherson and Jacobson enabled our search to cover the United States.

Teri flew the position via McPherson and Jacobson, completed the paper screening of applicants, carried out the reference checks and then presented the school board with a list of possible candidates to be interviewed. Our small, rural district was presented with first-class candidates from which to choose.

Teri also contacted candidates to be interviewed, set up the interviews, provided the list of interview questions to be used and served as the facilitator of the interviews. The list of interview questions used were based on the earlier work completed with stake- holders. These questions were focused on the specific needs and concerns of those stakeholders.

The result of the work done on behalf of our district by McPherson and Jacobson, L.L.C., and most especially by Teri Vigil, has enabled us to put into place a dynamic, accomplished Superintendent/Principal.

It was a pleasure to work with Teri. Her work on behalf of our district gave me peace of mind; I did not have to worry about the quality, or thoroughness, of the superintendent/principal search. Teri always kept the children in the district as the primary focus of this search; she worked to find a candidate who would strive to do the best for the students of Fort Sage Unified School District.

Claire Schumacher

Vice President

Fort Sage Unified School District Board of Trustees

# Superintendent Search Proposal

created for



## South Bay Union School District

*LA* LEADERSHIP  
ASSOCIATES  
California's Premier Executive Search  
& Leadership Development Firm

# Your Team of Search Consultants



**Rich Thome, Partner**  
South Bay Union School District  
Cardiff School District



**Dennis Smith, Ed.D., Partner**  
**Executive Coach, Governance**

Laguna Beach USD  
Cajon Valley Union  
Irvine USD  
Orange County Schools (Orlando, FL)  
Placentia-Yorba Linda USD





# Administrative Support During Search



**Becky Banning**  
Executive Assistant,  
Search Services



**Penny Pyle**  
Executive Assistant,  
Search Services



**Betty Hall**  
Office Administrator,  
Leadership  
Development and  
Fiscal Searches

Leadership Associates has ***highly-qualified executive assistants assigned to each search.*** Two are former Senior Executive Assistants to Superintendents; all provide exceptional support, including:

- Comprehensive, on-call support
- Guidance related to Brown Act requirements and Board Agenda protocols
- Personalized written guidelines, templates, sample documents, and checklists
- Prompt, responsive communication



# South Bay Union School District Accomplishments



- The development portfolio of 16 solar projects throughout the District
- The successful work on the construction bonds in the District
- The strong focus on raising expectations for students who were historically underserved
- Innovation such as the Bayside Steam Academy
- The strong focus on early literacy of 3–5-year-old children at the VIP Village
- The continued respect for the majority culture and language of the region in the Dual Language Immersion Program
- The success of the Academies and Charter Schools including Bayside, Emory, Imperial Beach, and Nestor

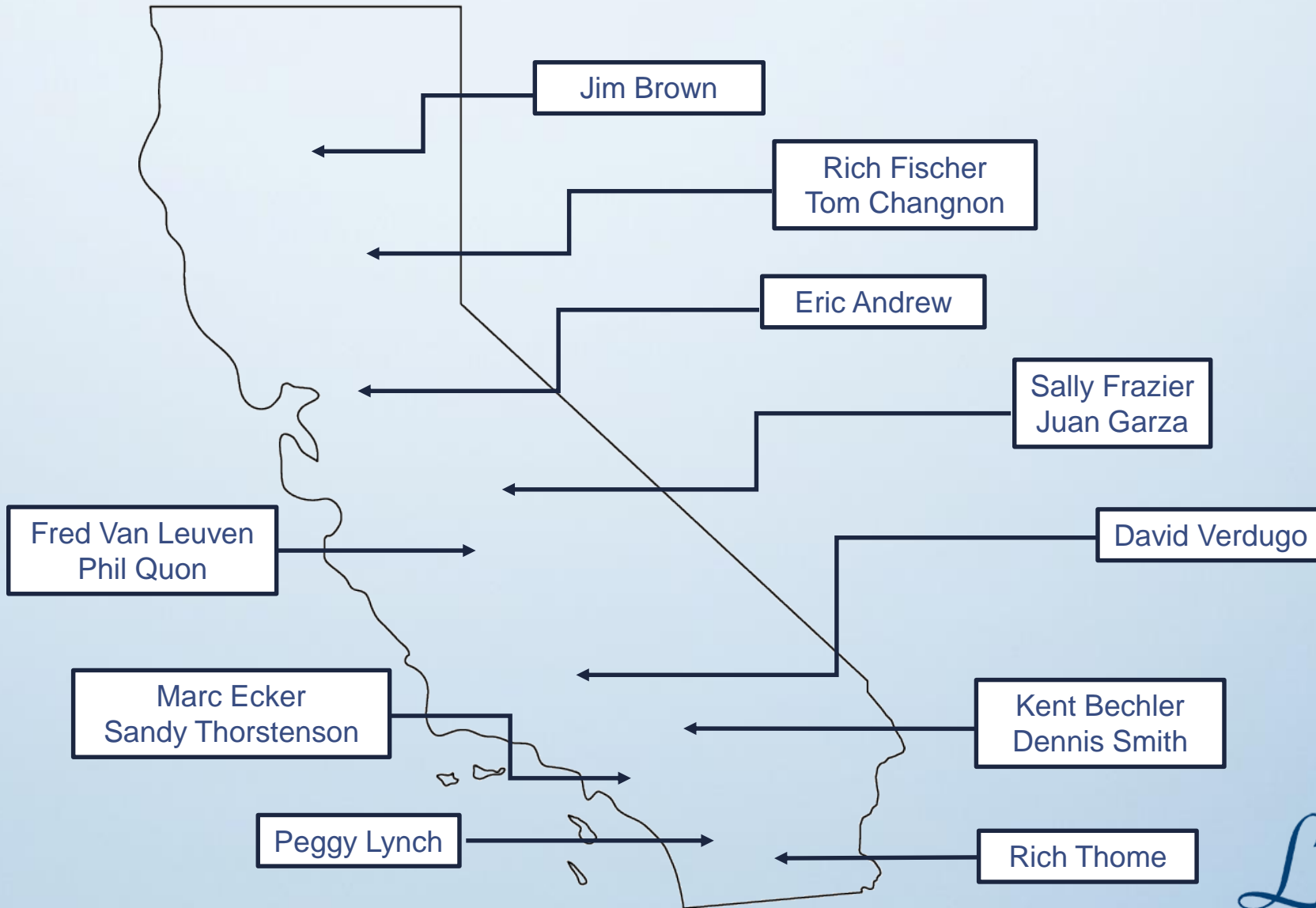
# California's Premier Executive Search Firm

## A Sampling of Searches:



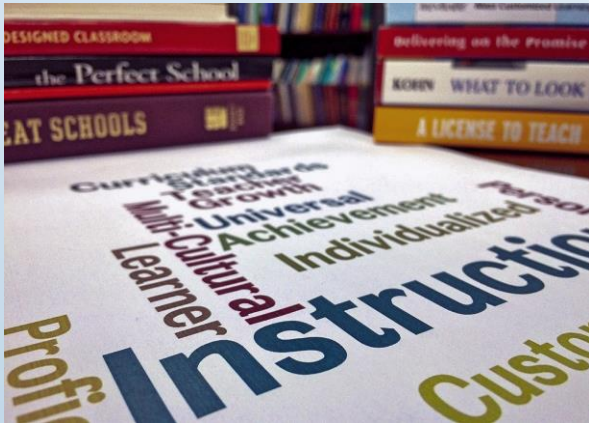
- 60% of searches conducted in California
- 550+ California Superintendents since 1996
- Cajon Valley Union
- Santee ESD
- Brawley ESD
- Bonsall Unified
- San Pasqual Valley Unified
- Central Union HSD

# Statewide Reach





# State and National Personal Connections



- American Association of School Administrators (AASA)
- California Association of Latino Superintendents and Administrators (CALSA)
- Association of Latino Administrators and Superintendents (ALAS)
- Association of California School Administrators (ACSA)
- California School Boards Association (CSBA)
- California Association of African-American Superintendents and Administrators (CAAASA)
- Suburban School Superintendents (SSS)
- California Collaborative for District Reform (CCDR)
- American Leadership Forum
- California County Superintendents Educational Services Association (CCSESA)

# Leadership Associates' Purpose

**We Are:** ➤ A partnership of California education leaders who are actively involved in improving the quality of education for all California students

**We Believe:**

- That a high-quality public education accessible to all is the foundation of a democratic society
- That the quality of leadership in our schools and school districts has a huge impact on the success of all our staff and students
- That every school district and school deserve a passionate, caring, and inspired leader who is focused on ensuring all children receive the highest quality education

**We Value:** ➤ Integrity, Equity, Excellence, Diversity, Inclusion, Accountability, and Transparency



## We Help Our Clients: (School Boards and other Education Leaders)



- By conducting highly professional executive searches tailored to individual client needs  
and
- By providing challenging and engaging professional growth opportunities for superintendents, Boards, and other education leaders

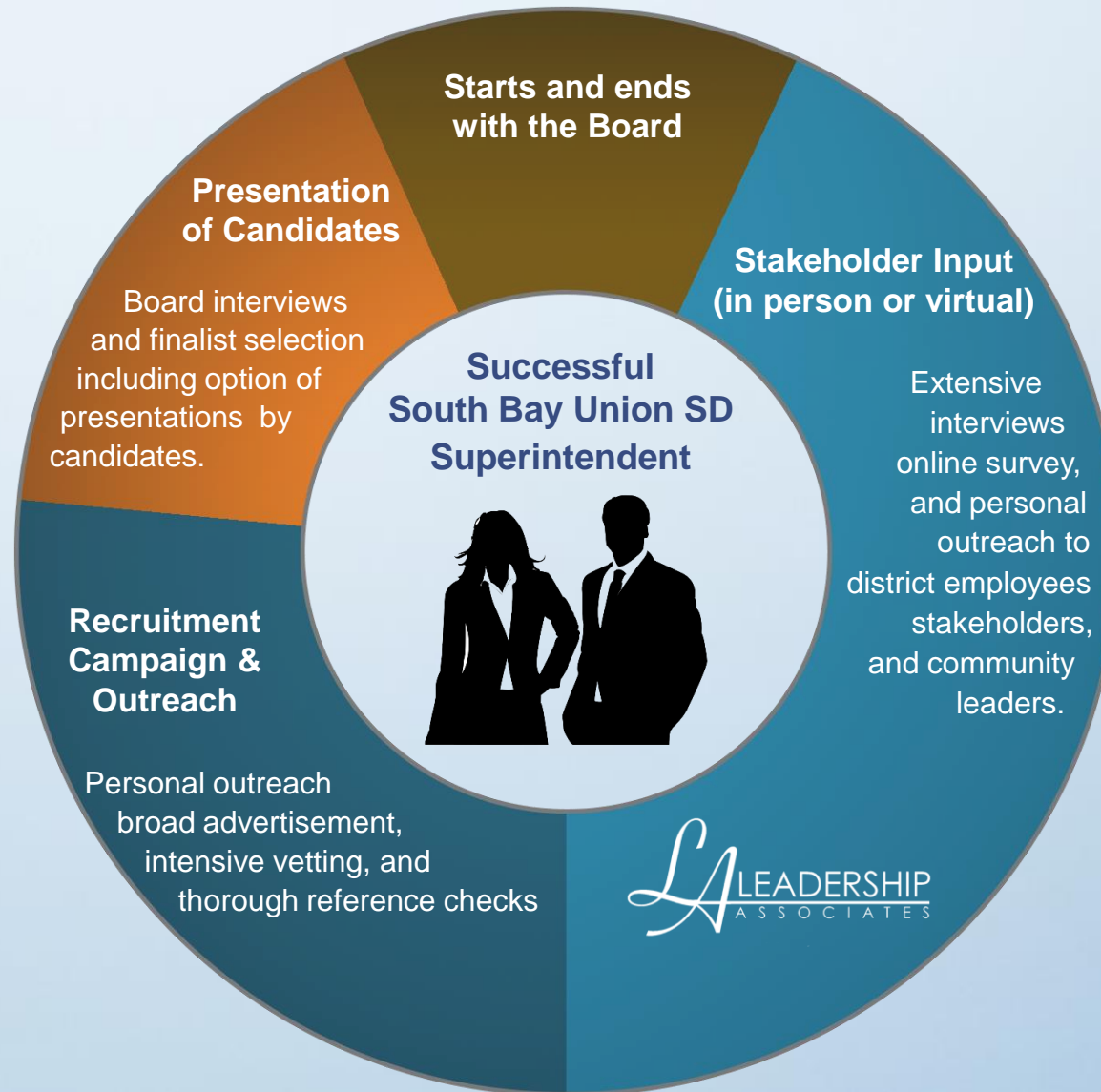
# Why us...

- We are successful superintendents who ***remain actively engaged*** in California public education
- We have a variety of leadership experiences including service on many boards
- We are partners, not hired consultants who have a vested interest in the success of our partnership
- We are mission focused and live our core values
- We are committed to ***continuous improvement*** for ourselves and our clients
- We are dedicated to partnering with Boards to find ***high-quality, culturally responsive leaders and help those leaders continue to improve the quality of their work***
- We are ***able to meet the diverse needs*** of California's population
- In 2020-21, ***67% of finalists*** selected were ***women or candidates of color***
- We are ***California-based*** and ***California-savvy*** with a track record of ***success*** (over 550 searches)





# The Leadership Associates 4-Step Key to Success for Over 25 Years



# Proposed Timeline

|   |   |   |
|---|---|---|
| <b>JUNE<br/>2021</b>  | Week of June 21                                 | District receives proposal  |
|   | Week of June 28                                 | Proposal Presentation / Board awards contract   |
| <b>JULY-<br/>AUGUST<br/>2021</b><br><br><b>Phases 1-4</b>       | Week of June 28<br>or<br>Early July             | Board confers with consultants and determines characteristics, skills & qualities desired in a new superintendent;<br>Board publicly announces timeline and procedures for superintendent selection |
|   | Mid July  | Consultants confer with staff and community designated by the Board to receive input; Online survey is posted to district website   |
|   | July/August                                     | Consultants identify potential candidates;<br>Development and posting of recruitment materials and Position Description   |
|   | July 28 & August 9                              | Advertising and active recruitment; Ad appears in ACSA's <i>EdCal</i> Publication   |
| <b>AUGUST-<br/>SEPTEMBER<br/>2021</b><br><br><b>Phase 5</b>     | <b>August 23, 5:00 PM</b>                       | Deadline for applications   |
|   | August  | Consultants complete comprehensive reference and background checks on applicants  |
|   | Week of Sept. 6                                 | Board confers with consultants, reviews all applications and selects candidates to be interviewed   |
| <b>SEPTEMBER-<br/>OCTOBER<br/>2021</b><br><br><b>Phases 6-8</b> | Week of September 13                            | Board interviews candidates; selects finalist(s)  |
|   | Week of September 20 or<br>Week of September 27 | Board completes the validation process of the leading candidate and makes final determination   |
|   | October 14                                      | Board approves superintendent contract at a regularly scheduled board meeting   |
| <b>NOVEMBER<br/>2021</b><br><br><b>Phase 9</b>                  | November 2021 or<br>(as mutually agreed)        | New superintendent begins   |

# Closing Thoughts



- Our search will be your search
- All-inclusive fee
- Highly-qualified administrative office team
- Our search process is personalized, effective and high-tech
- We are an experienced California firm with a national reach

# Questions and discussion...



SOUTH BAY UNION SCHOOL DISTRICT  
Imperial Beach, California

July 15, 2021

TO: Katie McNamara, Ed.D., Superintendent  
FROM: Cindy Wagner, Deputy Superintendent  
SUBJECT: Recovery/Reopening Plan Update

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**BACKGROUND INFORMATION**

The purpose of this item is to provide updates to the Recovery/Reopening Plan for the reopening of school facilities with a focus on continued learning for students and the health and safety of students, staff, families, and community members. Staff will present an update to the recovery/reopening plan based on most current public health guidelines provided by the Centers for Disease Control, California Department of Public Health, and San Diego County Public Health as well as potential reopening learning models.

**CURRENT CONSIDERATIONS**

As staff continue to monitor the current situation and prepare for future reopening, the presentation will include:

- Current and Expected Public Health Guidelines
- Updated CAL-OSHA Standards
- Reopening Plans

**IMPACT ON STUDENT ACHIEVEMENT**

It will be critical to ensure students receive an equitable and rigorous, standards-based educational program upon reopening that addresses the need created by potential learning loss during closure and during reopening. In addition, considerations and support for social-emotional health and wellbeing will need to be a priority, given the traumatic nature of the COVID-19 pandemic.

**FINANCIAL IMPLICATIONS**

The cost of reopening schools following the COVID-19 crisis will depend on the emergency relief programs created by the state and federal governments, as well as future public health orders.

**RECOMMENDATION**

It is respectfully requested that the Superintendent recommend recognition of Deputy Superintendent Cindy Wagner for an update on the District's Recovery/Reopening Plan.

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**SUPERINTENDENT'S RECOMMENDATION**

Recommend recognition.

**ATTACHMENTS:**

Description

Upload Date    Type

No Attachments Available

SOUTH BAY UNION SCHOOL DISTRICT  
Imperial Beach, California

July 15, 2021

TO: Katie McNamara, Ed.D., Superintendent  
FROM: Cindy Wagner, Deputy Superintendent  
SUBJECT: 1. Purchase of Individual Student Materials

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**BACKGROUND INFORMATION**

It is typical for students to routinely share materials such as math manipulatives, science supplies, and other instructional tools. Each classroom is equipped with these supplies to be shared among students in the classroom or across classes.

**CURRENT CONSIDERATIONS**

Given health and safety measures due to COVID-19, current public health guidelines prohibit the sharing of student materials to minimize possible transmission. Therefore, it is necessary to supply each student with individual sets of math manipulatives and science supplies for hands-on experiences. The quotes for these materials are attached as Exhibits.

**IMPACT ON STUDENT ACHIEVEMENT**

Continuing the pedagogical practice of hands-on learning experiences for students is critical to student achievement.

**FINANCIAL IMPLICATIONS**

The total cost of math materials is not to exceed \$120,000. The total cost of science supplies is not to exceed \$221,800. This purchase is needed due to the impacts of COVID-19 and will be funded with ESSER III funds as per the Board approved spending plan.

**RECOMMENDATION**

It is respectfully requested that the Superintendent recommend approval of the purchase of individual student materials due to COVID-19 requirements.

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**SUPERINTENDENT'S RECOMMENDATION**

Recommend approval.

**ATTACHMENTS:**

| Description | Upload Date | Type    |
|-------------|-------------|---------|
| Quote       | 7/12/2021   | Exhibit |
| Quote 2     | 7/12/2021   | Exhibit |



**FOSS for One Student Packs**  
Pricing for K-5 Packs

**Prepared for:** South Bay CA  
Glenda Campos  
E-mail: gcampos@sbusd.org

Acct. No.

**Regional Sales Manager:**

Richard Pacheco  
602-750-0615

**Inside Sales Specialist:**

Karen Moore  
[karen.moore@schoolspecialty.com](mailto:karen.moore@schoolspecialty.com)

**Prepared On:** June 22, 2021

**Valid Through:** September 22, 2021

**Total \$ 221,767.50**

Incl. S&H

**Shipping Notes:** Must ship to various schools; Jeny Apt will provide this info to fulfillment

**Easy ordering! Send PO and this proposal to:**

Email: curriculumorders@schoolspecialty.com

FAX: 888-440-2665

| Part Number | Product Description            | Unit     | Qty | Extended     | Note |
|-------------|--------------------------------|----------|-----|--------------|------|
| 2067817     | PACK FF1 ANI TWO BY TWO        | \$ 8.50  | 724 | \$ 6,154.00  |      |
| 2067810     | PACK FF1 TREES AND WEATHER     | \$ 8.00  | 724 | \$ 5,792.00  |      |
| 2067825     | PACK FF1 MATERIALS+MOTION      | \$ 17.50 | 724 | \$ 12,670.00 |      |
| 2067822     | PACK FF1 AIR+WEATHER           | \$ 17.00 | 798 | \$ 13,566.00 |      |
| 2067821     | PACK FF1 PLANTS+ANIMALS        | \$ 12.50 | 798 | \$ 9,975.00  |      |
| 2067824     | PACK FF1 SOUND+LIGHT           | \$ 10.00 | 798 | \$ 7,980.00  |      |
| 2067813     | PACK FF1 SOLIDS+LIQUIDS        | \$ 12.50 | 825 | \$ 10,312.50 |      |
| 2067811     | PACK FF1 PEBS SAND+SILT        | \$ 22.00 | 825 | \$ 18,150.00 |      |
| 2067816     | PACK FF1 INSECTS+PLANTS        | \$ 12.00 | 825 | \$ 9,900.00  |      |
| 2067823     | PACK FF1 MOTION+MATTER         | \$ 23.00 | 915 | \$ 21,045.00 |      |
| 2067827     | PACK FF1 WATER+CLIMATE         | \$ 11.00 | 915 | \$ 10,065.00 |      |
| 2067820     | PACK FF1 STRUCTURES OF LIFE    | \$ 20.00 | 915 | \$ 18,300.00 |      |
| 2067818     | PACK FF1 SOILS ROCKS+LANDFORMS | \$ 16.00 | 940 | \$ 15,040.00 |      |
| 2067815     | PACK FF1 ENVIRONMENTS          | \$ 17.00 | 940 | \$ 15,980.00 |      |
| 2067826     | PACK FF1 ENERGY                | \$ 23.00 | 940 | \$ 21,620.00 |      |
| 2067812     | PACK FF1 MIX+SOLUTIONS         | \$ 11.00 | 934 | \$ 10,274.00 |      |
| 2067814     | PACK FF1 LIVING SYSTEMS        | \$ 7.00  | 934 | \$ 6,538.00  |      |
| 2067819     | PACK FF1 EARTH+SUN             | \$ 9.00  | 934 | \$ 8,406.00  |      |





## South Bay Union School District

| Kit Number | Kit Description                             | Quantity of Kits | hand2mind List price | Discounted Kit Price | Extended Discounted Kit Price |
|------------|---|------------------|----------------------|----------------------|-------------------------------|
| 94969      | South Bay Union SD CA Student Math Kit TK   | 170              | \$18.29              | \$9.93               | \$1,688.10                    |
| 94970      | South Bay Union SD CA Student Math Kit Gr K | 724              | \$34.22              | \$15.77              | \$11,417.48                   |
| 94971      | South Bay Union SD CA Student Math Kit Gr 1 | 798              | \$41.18              | \$18.61              | \$14,850.78                   |
| 94972      | South Bay Union SD CA Student Math Kit Gr 2 | 825              | \$56.59              | \$24.96              | \$20,592.00                   |
| 94973      | South Bay Union SD CA Student Math Kit Gr 3 | 915              | \$68.96              | \$28.51              | \$26,086.65                   |
| 94974      | South Bay Union SD CA Student Math Kit Gr 4 | 949              | \$56.08              | \$21.26              | \$20,175.74                   |
| 94975      | South Bay Union SD CA Student Math Kit Gr 5 | 934              | \$51.35              | \$20.23              | \$18,894.82                   |
| 94976      | South Bay Union SD CA Student Math Kit Gr 6 | 900              | \$10.87              | \$5.78               | \$5,202.00                    |

**Total Materials      \$118,907.57**

Kit pricing includes standard ground shipping to 13 locations.  
 Delivery Timeframe: TBD  
 Kit Re-order MOQ: 50  
 All orders subject to credit approval.





## South Bay Union School

| Kit Number | Kit Description                             | Item Number | Product Description                      | Kit Quantity | Notes         |
|------------|---|-------------|--|--------------|---------------|
| 94969      | South Bay Union SD CA Student Math Kit TK   | 94330       | UNILINK CUBES SET/20 (2 EA OF 10 COLORS) | 1            |               |
|            |   | 40133       | GEOSOLIDS, FOAM SET/12                   | 1            |               |
| 94970      | South Bay Union SD CA Student Math Kit Gr K | 94009       | ATTRIBUTE BLOCKS, LAMINATED SET/30       | 1            |               |
|            |   | 77066       | BASE TEN RODS, FOAM GRN P/20             | 1            |               |
|            |   | 77065       | BASE TEN UNITS, FOAM GRN P/20            | 1            |               |
|            |   | 77064       | COUNTERS, TWO-COLOR, FOAM S/20           | 1            |               |
|            |   | 5781        | DICE, DOT, WHITE 5/8" PK/8               | .25          | 2 per kit     |
|            |   | 40133       | GEOSOLIDS, FOAM SET/12                   | 1            |               |
|            |   | 79486       | NUMBER LINES, 0-30 STU PK/30             | .03333       | 1 per kit     |
|            |   | 94330       | UNILINK CUBES SET/20 (2 EA OF 10 COLORS) | 1            |               |
| 94971      | South Bay Union SD CA Student Math Kit Gr 1 | 94009       | ATTRIBUTE BLOCKS, LAMINATED SET/30       | 1            |               |
|            |   | 94319       | BASE TEN FLATS, FOAM GREEN P/5           | 1            |               |
|            |   | 77066       | BASE TEN RODS, FOAM GRN P/20             | 1            |               |
|            |   | 77065       | BASE TEN UNITS, FOAM GRN P/20            | 1            |               |
|            |   | 4731        | CLOCK, PLSTC, GEARED 4"                  | 1            |               |
|            |   | 77064       | COUNTERS, TWO-COLOR, FOAM S/20           | 1            |               |
|            |   | 40133       | GEOSOLIDS, FOAM SET/12                   | 1            |               |
|            |   | 79486       | NUMBER LINES, 0-30 STU PK/30             | .03333       | 1 per kit     |
|            |   | 94330       | UNILINK CUBES SET/20 (2 EA OF 10 COLORS) | 1            |               |
| 94972      | South Bay Union SD CA Student Math Kit Gr 2 | 94009       | ATTRIBUTE BLOCKS, LAMINATED SET/30       | 1            |               |
|            |   | 94319       | BASE TEN FLATS, FOAM GREEN P/5           | 1            |               |
|            |   | 77066       | BASE TEN RODS, FOAM GRN P/20             | 1            |               |
|            |   | 77065       | BASE TEN UNITS, FOAM GRN P/20            | 1            |               |
|            |   | 4731        | CLOCK, PLSTC, GEARED 4"                  | 1            |               |
|            |   | 94317       | COINS, SET/59 (25P,20N,10D,4Q)           | 1            |               |
|            |   | 77064       | COUNTERS, TWO-COLOR, FOAM S/20           | 1            |               |
|            |   | 4880-1      | GEOBOARD, 5X5/CIRC, BANDS                | 1            |               |
|            |   | 40133       | GEOSOLIDS, FOAM SET/12                   | 1            |               |
|            |   | 79486       | NUMBER LINES, 0-30 STU PK/30             | .03333       | 1 per kit     |
|            |   | 5810        | POPCUBES,2CM, 10 CLRS, SET/100           | 1            |               |
|            |   | 42362       | RULER 12"/30CM (1/8") SET/10             | .1           | 1 per kit     |
|            |   | 524         | <del>TAPE MEASR ENG/METRIC, SET/10</del> | 0            | cannot supply |
| 94973      | South Bay Union SD CA Student Math Kit Gr 3 | 94009       | ATTRIBUTE BLOCKS, LAMINATED SET/30       | 1            |               |
|            |   | 94319       | BASE TEN FLATS, FOAM GREEN P/5           | 2            |               |
|            |   | 77066       | BASE TEN RODS, FOAM GRN P/20             | 1            |               |
|            |   | 77065       | BASE TEN UNITS, FOAM GRN P/20            | 1            |               |
|            |   | 20783       | BEAKER, POLYPROPYLENE 250ML              | 1            |               |
|            |   | 4731        | CLOCK, PLSTC, GEARED 4"                  | 1            |               |
|            |   | 315-40      | COLOR TILES, FOAM 1" SET/40              | 1            |               |
|            |   | 77068       | COUNTERS, TWO-COLOR, FOAM S/50           | 1            |               |
|            |   | 94005       | FRAC TILES W/NMBRS, RNBW LAMINATED S/51  | 1            |               |
|            |   | 4880-1      | GEOBOARD, 5X5/CIRC, BANDS                | 1            |               |
|            |   | 40133       | GEOSOLIDS, FOAM SET/12                   | 1            |               |
|            |   | 86111       | OPEN NUMBER LINE, SET/10                 | .1           | 1 per kit     |
|            |   | 5810        | POPCUBES,2CM, 10 CLRS, SET/100           | 1            |               |
|            |   | 42364       | RULER 12"/30CM (1/16") SET/10            | .1           | 1 per kit     |



## South Bay Union School

| Kit Number | Kit Description                             | Item Number | Product Description                     | Kit Quantity | Notes     |
|------------|---|-------------|---|--------------|-----------|
| 94974      | South Bay Union SD CA Student Math Kit Gr 4 | 94009       | ATTRIBUTE BLOCKS, LAMINATED SET/30      | 1            |           |
|            |   | 94319       | BASE TEN FLATS, FOAM GREEN P/5          | 2            |           |
|            |   | 77066       | BASE TEN RODS, FOAM GRN P/20            | 1            |           |
|            |   | 77065       | BASE TEN UNITS, FOAM GRN P/20           | 1            |           |
|            |   | 315-40      | COLOR TILES, FOAM 1" SET/40             | 1            |           |
|            |   | 77068       | COUNTERS, TWO-COLOR, FOAM S/50          | 1            |           |
|            |   | 91045       | CUISINAIRE RODS, FOAM S/74              | 1            |           |
|            |   | 94005       | FRAC TILES W/NMBRS, RNBW LAMINATED S/51 | 1            |           |
|            |   | 40133       | GEOSOLIDS, FOAM SET/12                  | 1            |           |
|            |   | 86111       | OPEN NUMBER LINE, SET/10                | .1           | 1 per kit |
|            |   | 5314        | PROTRACTOR, STUDENT, SET/6              | .16666       | 1 per kit |
|            |   | 42364       | RULER 12"/30CM (1/16") SET/10           | .1           | 1 per kit |
| 94975      | South Bay Union SD CA Student Math Kit Gr 5 | 94009       | ATTRIBUTE BLOCKS, LAMINATED SET/30      | 1            |           |
|            |   | 94319       | BASE TEN FLATS, FOAM GREEN P/5          | 2            |           |
|            |   | 77066       | BASE TEN RODS, FOAM GRN P/20            | 1            |           |
|            |   | 77065       | BASE TEN UNITS, FOAM GRN P/20           | 1            |           |
|            |   | 91045       | CUISINAIRE RODS, FOAM S/74              | 1            |           |
|            |   | 94005       | FRAC TILES W/NMBRS, RNBW LAMINATED S/51 | 1            |           |
|            |   | 40133       | GEOSOLIDS, FOAM SET/12                  | 1            |           |
|            |   | 86111       | OPEN NUMBER LINE, SET/10                | .1           | 1 per kit |
|            |   | 4440F2      | PATTERN BLKS, FOAM .5 CM S/27           | 1            |           |
|            |   | 42364       | RULER 12"/30CM (1/16") SET/10           | .1           | 1 per kit |
| 94976      | South Bay Union SD CA Student Math Kit Gr 6 | 020288      | ALGEBRA TILES, PLASTIC SET/32           | 1            |           |
|            |   | 94005       | FRAC TILES W/NMBRS, RNBW LAMINATED S/51 | 1            |           |
|            |   | 86111       | OPEN NUMBER LINE, SET/10                | .1           | 1 per kit |
|            |   | 42364       | RULER 12"/30CM (1/16") SET/10           | .1           | 1 per kit |
|            |   |             |   |              |           |

SOUTH BAY UNION SCHOOL DISTRICT  
Imperial Beach, California

July 15, 2021

TO: Katie McNamara, Ed.D., Superintendent  
FROM: Janea Marking, Assistant Superintendent, Business Services  
SUBJECT: 2. Job Description

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**BACKGROUND INFORMATION**

A new job description for before, during, and after school tutoring was discussed by the District and SWTA negotiations teams. This job description is for additional student support and reflects the intended uses of supplemental COVID-19 funding for learning.

The funding for these positions is the Expanded Learning Opportunities Grant. The Board had a Study Session on May 18, 2021 to review the proposed plan for funding implementation and approved the plan at the May 27, 2021 meeting.

**CURRENT CONSIDERATIONS**

The Job Description is attached as an Exhibit.

**IMPACT ON STUDENT ACHIEVEMENT**

Students are returning for in-person learning on July 26 after a unique and challenging 2020-21 school year. Additional supports for learning acceleration are critical to ensuring that students continue to be academically successful and prepared for their future opportunities.

**FINANCIAL IMPLICATIONS**

The District has committed \$1,000,000 for these positions across all sites using the Expanded Learning Opportunities Grant (AB 86).

**RECOMMENDATION**

It is respectfully requested that the Superintendent recommend approval/ratification of the Job Description for Learning Acceleration Teacher/Tutor.

---

**SUPERINTENDENT'S RECOMMENDATION**

Recommend approval/ratification.

**ATTACHMENTS:**

| Description     | Upload Date | Type    |
|-----------------|-------------|---------|
| Job Description | 7/12/2021   | Exhibit |

## **New Job Description, June 09, 2021**

### **Learning Acceleration Teacher/Tutor**

Under the immediate supervision of the site administrator and in collaboration with the Learning and Innovation department, the Learning Acceleration Teacher/Tutor shall provide supplementary, specialized diagnostic and prescriptive instruction to identified small groups or individual students using district identified resources within a structure informed by student achievement data. The Learning Acceleration Teacher/Tutor is accountable for promoting standards-based literacy, language development, and mathematics instruction using a multi-tiered approach and evidence-based interventions.

Duty day may vary depending upon school start time and end time and the need for before, during, and/or after school interventions.

#### **PROFESSIONAL RESPONSIBILITIES:**

1. Provided targeted intervention and learning acceleration strategies to identified students through the use of data analysis, district identified intervention curriculum, and evidence based instructional strategies
2. Participate in site and District activities such as professional development, PLC, and meetings.
3. Maintain personal and professional standards of dress and grooming in accordance with District policy.
4. Maintain standard of promptness and accuracy in carrying out assignments.

#### **ESSENTIAL FUNCTIONS:**

- Teach and coordinate Tier 2 & 3 intervention for target students in the areas of literacy, language development and mathematics
- Organize and provide supplementary, specialized diagnostic services and prescriptive instruction to small groups or individual students.
- Assesses student progress towards objectives, expectations, and/or goals for the purpose of providing feedback to students, parents and administration.
- Facilitate the management and interpretation of data necessary to develop, implement and evaluate intervention/acceleration
- Keep teachers, staff, and parents/guardians informed regarding the status of the student progress
- Communicate with parents or guardians through a variety of means, ways in which they may help their children.
- Employ data driven, evidenced based instructional strategies

 6/10/21

- Participate in Student Study Team meetings to provide assessment information and update student progress
- Use appropriate technology to provide instruction to students and communication with students, parents, and staff
- Work collaboratively with other Learning Acceleration Teachers/Tutors to coordinate services, strategies, and assessments
- Ensure appropriate supervision and safety of students
- Maintain student records

#### OTHER DUTIES AND RESPONSIBILITIES:

Under the direction of his/her supervisor, the Learning Acceleration Teacher/Tutor may be assigned other duties consistent with the above essential job functions.

#### EDUCATION/CREDENTIALS:

Bachelor's degree, including all courses to meet the credential requirements  
Current California Teaching Credential (Multiple Subject)  
CLAD or BCLAD

#### SKILLS, KNOWLEDGE AND/OR ABILITIES REQUIRED

*Excellent Skills* in communication, organization and time management.

*Knowledge* of subject matter, district and state initiatives.

*Knowledge* of the California Standards for the Teaching Profession and use of standards-based curriculum, instruction and assessment.

*Demonstrated Ability* to collaborate with district and school-based administrators.

*Abilities* to sit for prolonged periods, provide direction to others and make independent judgments, keep and maintain accurate records, meet deadlines, effectively communicate with individuals of varied cultural and education backgrounds, communicate in oral and written form. Significant physical abilities include reaching/handling/bending/stooping/kneeling, talking/hearing conversations, near visual acuity/visual accommodation.

#### LICENSES, CERTIFICATION, BONDING, AND/OR TESTING REQUIRED

California Clear Teaching Credential, valid Driver's License and evidence of insurability, Criminal Justice Fingerprint Clearance.

#### SALARY RANGE

Appropriate placement on the Certificated Salary Schedule

#### Length of Term

This position is funded through the Expanded Learning Opportunities Grant which expires in August 2022. This is a 1-year position.

SOUTH BAY UNION SCHOOL DISTRICT  
Imperial Beach, California

July 15, 2021

TO: Katie McNamara, Ed.D., Superintendent  
FROM: Cindy Wagner, Deputy Superintendent  
SUBJECT: 3. Contract with Illuminate Education

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**BACKGROUND INFORMATION**

South Bay partnered with Illuminate starting in 2013 as our primary platform for student data and assessment. Illuminate has grown over the years to become a single data repository and provides a holistic view of each child, combining assessment, academic, social-emotional behavior, intervention, and qualitative data (observations, notes, comments, etc.) for each student, including both current and past years. In addition, Illuminate allows for disaggregation at the student group, grade-level, classroom, and site level.

**CURRENT CONSIDERATIONS**

Illuminate Education currently provides us a platform for student data, formative assessments, social-emotional screening tools, and rich tools for teachers to use in monitoring student progress. Lastly, current TK-6 report cards are created and housed in Illuminate. This comprehensive and integrated platform has become critical to the educational program in our District.

Given the need for additional formative assessments to measure and mitigate learning loss, as well as the need to provide social-emotional screening tools and data collection due to the impact of COVID-19, the current contract (Exhibit) with Illuminate includes these additional features and items. It is important, given the vast number of changes and new regulations, that we remain within the Illuminate platform, which is consistent and familiar to staff.

**IMPACT ON STUDENT ACHIEVEMENT**

Measuring student achievement and progress is critical to improving overall performance. Illuminate tools allow teachers and staff to easily track student performance on state and local assessments as well as providing intervention tools.

**FINANCIAL IMPLICATIONS**

The amounts listed below represent the cost per year for a 3-year contract:

Year 1: \$97,035.50  
Year 2: \$100,905.50  
Year 3: \$103,292.00

This purchase is needed due to the impacts of COVID-19.

**RECOMMENDATION**

It is respectfully requested that the Superintendent recommend approval of the contract with Illuminate Education.

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**SUPERINTENDENT'S RECOMMENDATION**

Recommend approval.

**ATTACHMENTS:**

| Description | Upload Date | Type    |
|-------------|-------------|---------|
| Contract    | 7/13/2021   | Exhibit |

## South Bay Union School District Contract Approval Form

Board Policy 3312 Contracts

|  |                |  |   |
|--|----------------|--|---|
| Date:<br><div style="text-align: center;">4/22/2021</div>    |                | School/Department:<br><div style="text-align: center;">Learning and Innovation</div> | Prepared By:<br><div style="text-align: center;">Randeia Hinojosa</div> |
| Vendor:<br><div style="text-align: center;">Illuminate</div> | Vendor Number: | Contract Amount:<br><div style="text-align: center;">\$2000.00</div>                 | Requisition Number:<br><div style="text-align: center;">2131770</div>   |

Enter Budget Code:  
0100.3215.000.1110.1000.5810000.500.000.0

If Federal Budget, I acknowledge this purchase is in my LCAP/Site plan: \_\_\_\_\_ (initial)

Purpose of Contract:

Synchronous learning experience addressing a custom-selected DnA training module.

Review Purchasing Guide. Does this require 3 quotes ☐ , RFP ☐ , Cost Analysis ☐

➤ Signature of Budget Authority  Date 4/22/2021


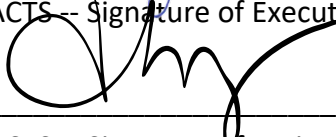
➤ Is there a technology component within this contract? Yes ☐ , or No ☒  
If yes, must also be approved by Technology Dept. \_\_\_\_\_ Date \_\_\_\_\_  
(Signature of Tech Dept)

**Use the lines below to provide the appropriate signatures for approval.**

**Check the boxes that match the appropriate approver for your contracted dollar amount.**

**Obtaining signatures is the responsibility of the preparer or budget authority.**

**Attach a copy of the contract and relevant paperwork (estimates, data, agreements, insurance, etc.)**

|  |            |
|--|------------|
|                         | 4/21/2021  |
| <input type="checkbox"/> ALL CONTRACTS -- Signature of Executive Team Member                               | Date       |
|                         | 04/22/2021 |
| <input type="checkbox"/> ALL CONTRACTS -- Signature of Assist. Superintendent of Business Services         | Date       |
| <input type="checkbox"/> OVER \$60,000 CONTRACTS -- Signature of Superintendent                            | Date       |
| <input type="checkbox"/> OVER \$96,700 CONTRACTS -- Date of School Board Meeting for Action/Approval _____ |            |

Once all approvals are complete, electronically attachment this and the signed contract to the requisition.





# Client Order

Q-122226

6531 Irvine Center Drive Suite 100  
Irvine, California 92618  
(949) 656-3133  
<https://www.illuminateeducation.com/>

Prepared Date: 4/21/2021  
Valid Through: 5/21/2021  
  
Prepared By: Mark Adato

Customer: South Bay Union School District  
Address: 601 Elm Ave  
Imperial Beach, California 91932

Contact: Rigoberto Lara  
Phone: 619.628.1600

Start Date:  
End Date:  
Quote Term:

## Products

Dates: 4/28/2021 - 4/28/2021

| QTY                   | PRODUCT                      | DESCRIPTION  | UNIT     | TOTAL      |
|-----------------------|------------------------------|--|----------|------------|
| 4                     | Virtual Training Module, DnA | Synchronous learning experience addressing a custom-selected DnA training module. Facilitated live by an Instructor for up to 30 participants. | \$500.00 | \$2,000.00 |
| Products Subtotal:    |                              |  |          | \$2,000.00 |
| Products Grand Total: |                              |  |          | \$2,000.00 |

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.

All invoices shall be paid within thirty (30) days of the date of invoice.

**All purchase orders must contain the exact Client Order number stated within.**

To accept and finalize this Client Order, please remit a purchase order to:

Orders@IlluminateEd.net  
or  
6531 Irvine Center Drive #100  
Irvine, CA 92618



## Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement (“Agreement”) is hereby entered into as of the earlier of the date of the last signature hereto or receipt of purchase order and/or enforcement of any and all product and/or service orders (the “Effective Date”) between the purchasing agency (“Client”) and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduCLIMBER, LLC, eSchoolData, LLC, FastBridge Learning, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively “Illuminate”) (Client and Illuminate are referenced herein as each a “Party” and collectively the “Parties”).

### Definitions.

(a). **“Client Order”** means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Products, current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement.

(b). **“Client Personnel”** means Client’s internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein.

(c). **“Documentation”** means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(d). **“Embedded Applications”** means software licensed to Illuminate by third parties that is provided to Client as part of the Licensed Products or Services.

(e). **“Licensed Products”** means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(f). **“Professional Service(s)”** means any consulting, training, implementation, or technical services provided by Illuminate to Client under the Client Order.

(g). **“Services”** means the service(s) described in the applicable Client Order attached hereto or an executed statement of work (“SOW”), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(h). **“Software”** means the Illuminate software programs described in the applicable Client Order.

(i). **“Subscription Period”** means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 15 (“Termination”).

Subscription Period, to access the Licensed Products and/or Services through the User IDs and to operate the features of the Licensed Products and/or Services according to the Documentation under normal circumstances. Client is only granted licensed access to any customized software and/or content

(j). **“Third Party Software”** means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

**1. Subscribing to the Service(s).** Client will subscribe to the Licensed Products and/or Services by: (i) providing a purchase order that displays the unique identifier contained within the Client Order attached hereto or another Client Order, or in Illuminate’s discretion sufficiently references said Client Order; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Products and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms included in the Client’s purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Unless the Parties specify otherwise in writing, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Products and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement, Illuminate will provide the Licensed Products and/or Services described in the applicable Client Order. Unless expressly designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs and shall be governed by this Agreement.

### 2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate’s Privacy Policy, which is incorporated fully herein by reference, Illuminate grants to Client a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the delivered in accordance with a valid Client Order and/or SOW during the Term of said Client Order. Termination of the Client Order or underlying Licensed Product will terminate access to customized content. No source code or technical-level documentation to the Licensed Products and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client's system administrator access to Client's designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and staff member for access to and to utilize the Licensed Products and/or Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and staff User IDs and passwords that Client may issue. Each User ID may be used to access the Services during only one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. "Client Personnel" is defined as Client's internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Products and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Products and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client acknowledges that the Licensed Products, including all derivative works thereof and source code and libraries thereto, are and shall remain the sole and exclusive property of Illuminate, except for license rights that Illuminate has to said Licensed Products. Client will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Products and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Products and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Products and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Products and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

**3. Acceptable Use Policy.** Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through

the Licensed Products and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Products, and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Products, and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (E) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (F) violates any privacy, intellectual property or proprietary right of another; (G) is pornographic or sexual in nature; expressly targets children under the age of 13; or (H) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

#### **4. Reservation of Rights.**

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Products and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Products and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose, provided that such Client Data will be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). All such aggregated data shall be the property of Illuminate. Client represents

and warrants that Client has all rights under applicable law to provide and input in the Licensed Products and/or Services the Client Data, including any personally identifiable information or other sensitive information of any of the students and or other persons included therein.

**5. Client Support.** During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

- (a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.
- (b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Products and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

**6. Professional Services.** In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period.** All Professional Services must be prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within

one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period and shall not entitle Client to any refund or credit.

(b). **Third Party Integration.** Illuminate, in its sole discretion, will assist Client with integration of Licensed Products with Client's third-party applications and/or content that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations, as well as ensuring authorized access to said applications and/or content. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to the integration.

#### **7. Hosting.**

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Products and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Products and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Products and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Products and/or Services; or (ii) use or distribute through the Licensed Products and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Products and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Products and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Products and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Products and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Products and/or Services. Illuminate's security policies and incident response plans are confidential and proprietary and will not be disclosed to Client or any third party.

(c). **Data.** Client has sole responsibility for the legality,

reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment. Client is further solely responsible for ensuring that Client's hosted environment (including, by way of example, email servers) accepts encrypted transmissions.

## 8. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance. For multi-year Client Orders, Illuminate will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Products and/or Services are collectively "**Fees**". No refund or credit shall be due to Customer in the event that a Licensed Product or Service is not utilized.

(c). **Renewals; Enrollment Increases.** Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Products and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment occurs, then Client shall remit payment for additional student access to Licensed Products and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Products and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Products and/or Services and Client terminates any Licensed Products and/or Services within the bundle, Illuminate reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Products and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Products and/or Services that will govern this Agreement to remain compliant with applicable laws and industry standards.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("**Notices**") and Section 15 ("**Termination**").

(e). **Certain Taxes.** Fees quoted do not include tax, and Client shall pay all applicable taxes. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

## 9. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "**Recipient**" and the Party disclosing such information shall be the "**Discloser**" and "**Confidential Information**" means all information disclosed by Discloser to Recipient during the course of their business dealings regardless of whether it is marked as

"confidential" or "proprietary". Without limiting the foregoing, Client hereby acknowledges that the Licensed Products contain proprietary information, including trade secrets and along with the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client.

(b). **Covenant.** To the extent permitted by law, Recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Educational Research (Applicable to Only FAST and PALS Clients).** Subject to the terms and conditions contained herein, including Illuminate's privacy policy and/or a data sharing agreement entered into with Client, Client hereby grants Illuminate the right to share de-identified data that has entirely omitted any and all personally identifiable information with the University of Minnesota (**FAST product customers only**) and/or University of Virginia (**PALS product customers only**) for educational research purposes. Client's use of these products is conditional upon Client's consent of this provision and necessary to the provision of the products to Client.

(d). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

## 10. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS**

**EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.**

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out its obligations under this Agreement, it is necessary for Illuminate to use the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws; provided however, Illuminate will bear no responsibility for non-compliance that arises, in whole or in part, from any acts or omissions of Client. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

**11. Limitation of Liabilities.** The Parties acknowledge that the following provisions have been negotiated by them and reflect a

fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

**ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.**

## **12. Indemnification.**

(a). Client will defend, indemnify and hold Illuminate, its Affiliates, agents and content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Illuminate that arise from or relate to: (i) any violation by Client and/or its authorized users of the Agreement; (ii) any unauthorized download, modification or usage of Illuminate Materials; (iii) any breach of Client's obligations or warranties under the Agreement; or (vi) the negligence or intentional misconduct of Client, its employees or contractors, agents or the authorized users.

(b). Subject to Section 11 (Limitation of Liabilities), Illuminate will defend, indemnify and hold Client, its officers, directors, employees and agents harmless from and against any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Client that solely arise from or solely relate to: (i) a material breach by Illuminate of its obligations or warranties (subject to the disclaimer provided for in Section 10) under the Agreement, or (ii) the negligence or intentional misconduct of Illuminate or any of its employees, contractors and agents.

**13. Notices.** Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of Illuminate to the attention of: Illuminate Legal Department to the address listed as Illuminate's principal place of business herein and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party. Notwithstanding the foregoing notice procedures, the Parties acknowledge that notices regarding the ordinary usage of the Licensed Products and Services may be sent through the

usual and customary means that the parties establish for such communications, including electronic communications.

**14. Term.** Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be mutually renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; unless specified otherwise in the attached or a subsequent Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Term expires or the Agreement as a whole is terminated under Section 15 ("Termination").

**15. Termination.**

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 9. Client further acknowledges that, as breach of the provisions of Section 9 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Termination for Convenience.** For multi-year Client Orders, Client may terminate this Agreement for convenience as of the day before the earlier of the Client's next immediate academic year or next immediate fiscal year ("Term End"); but only if Client notified Illuminate in writing of its desire to so terminate more than sixty (60) days prior to the Term End. If notice is not timely, Client shall not be entitled to any refund, credit or offset for any amounts paid or owed for the period after the Term End.

(c). **Termination or Suspension for Failure to Make Timely Payment.** Illuminate may, at its option, immediately terminate, or suspend its performance of, the Agreement with Client any time Client is more than ninety (90) days in arrears on its payment obligations to Illuminate. In the event of termination or suspension by Illuminate under this section, Customer's access to the Licensed Products (including all Authorized Users whose right of access to the Licensed Products is derived from Illuminate's contractual relationship with Client) shall be discontinued without further notice. In the event of a suspension of access to the Licensed Products, access may, at the sole discretion of Illuminate, be restored when Client's payment obligations are brought current and Illuminate has received adequate assurances that Client's payment obligations to Illuminate shall remain current for the remainder of the term of the Agreement.

(d). **Termination Due to Non-Appropriation or Change in Funding.** Client may terminate this Agreement due to the non-appropriation of funds by providing at least thirty (30) days written notice prior to the Effective Date anniversary. Client will

provide Illuminate documentation evidencing the non-appropriation of funds upon request. Illuminate may terminate the Agreement at the close of the then academic year, if the payments to which Illuminate is entitled under a Client Order or SOW are materially reduced as a result of a change in funding provided to the Client or applicable laws or regulations that impose requirements that are materially different from those previously provided under the Client Order or SOW, and Illuminate is unwilling or unable to make the required changes.

(e). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) Illuminate will work with Client regarding the disposition of Client Data, and within thirty (30) days after the effective date of termination, Client shall return or destroy, at Illuminate's sole discretion, all Confidential Information of Illuminate, as set forth in Section 9 ("**Confidential Information**"); (iii) Client shall not utilize or provide access to assessments created during the Term; and (iv) Client is responsible for transferring any data to its own or a third party's hosted environment. The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 9 ("**Confidential Information**"), Section 10 ("**Disclaimers**"), Section 11 ("**Limitation of Liabilities**"), Section 15(e) ("**Survival**"), and Section 16 ("**General Provisions**"). Prior to termination and during the Term, Client shall have the ability to access and download its data at Client's convenience. Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

**16. General Provisions.**

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** If the Client is a governmental entity of one of the United States, this Agreement and any action related thereto shall be governed by and construed in accordance with the laws of that State, without regard to conflicts of law principles, and if not, then by and with the laws of the State of California, without regard to conflicts of law principles. In the latter case the Parties agree to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement, and further irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. In either case the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, and any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed



or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war or terrorism, acts of God, earthquake, flood, pandemic, embargo, labor shortage, governmental act or failure of the Internet (not resulting from the actions or inactions of Illuminate); provided that the delayed party (i) gives the other party prompt notice of such cause, (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance, and (iii) not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of ninety (90) calendar days, Client or Illuminate may elect to terminate the Agreement upon notice to the other Party.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client's governmental immunity for individual employees, if any, as provided for by state law.

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the

same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **No Third-Party Rights.** This Statement of Work is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Statement of Work shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.

(k). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(l). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy, the attached Client Order, subsequent Client Order(s) (if applicable), Illuminate's SOWs (if applicable), and Client's purchase order (excluding any terms or conditions therein that conflict with a Client Order, SOW or this Agreement) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. Any terms or conditions in Client's purchase order, data agreement or other document do not form a part of this Agreement and are not binding on Illuminate, unless expressly agreed in a writing signed by both Parties. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, INC.

DocuSigned by:

By: Scott Virkler  
DB07F581AE9A445...  
Authorized Signature

Name: Scott Virkler

Title: COO

Date: 4/26/2021

CLIENT: South Bay Union School District (SD)

By: Janea Marking  
Authorized Signature

Name: Janea Marking

Title: Asst Supt Business Services

Date: 04/22/2021



SOUTH BAY UNION SCHOOL DISTRICT  
Imperial Beach, California

July 15, 2021

**ATTACHMENTS:**

| Description           | Upload Date | Type    |
|-----------------------|-------------|---------|
| Certificated          | 7/14/2021   | Exhibit |
| Classified            | 7/14/2021   | Exhibit |
| Classified Addendum   | 7/15/2021   | Exhibit |
| Certificated Addendum | 7/15/2021   | Exhibit |

**SOUTH BAY UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES MEETING – JULY 15, 2021**

**CERTIFICATED PERSONNEL ACTIVITY LIST**

***Approve/Ratify Employment – Guest Teachers/Extra Help/Day-to-Day***

| Name            | Position      | Salary       | Effective Date |
|-----------------|---------------|--------------|----------------|
| Garcia, Janette | Guest Teacher | \$280.00/day | TBD            |
| Nelson, Naydia  | Guest Teacher | \$280.00/day | TBD            |

***Approve/Ratify Employment – Probationary Contract***

| Name              | Position                   | Salary            | Effective Date |
|-------------------|----------------------------|-------------------|----------------|
| Cordero, Lorena   | Sp. Ed. – LSH Specialist   | Class I / Step 1  | 07/20/2021     |
| Cutting, Samantha | NIC – Education Specialist | Class VI / Step 6 | 07/20/2021     |
| Morales, Laura    | NE – Teacher               | Class V / Step 3  | 07/20/2021     |
| Melendez, Liseth  | NE-Teacher                 | Class VI/ Step 8  | 7/20/2021      |
| Hodge, Victoria   | Education Specialist       | Class I/ Step 1   | 7/20/2021      |

***Resignation/Retirement Accepted by Superintendent (For Information Only)***

| Name            | Position | Site    | Submission Date | Acceptance Date | Effective Date |
|-----------------|----------|---------|-----------------|-----------------|----------------|
| Davenport, Leda | Teacher  | Berry   | NA              | NA              | 7/30/2021      |
| Garcia Gallego, | Teacher  | Virtual | 06/16/2021      | 06/21/2021      | 06/15/2021-RS  |

***Resignation/Retirement Accepted by Board of Trustees***

| Name            | Position       | Site            | Submission Date | Effective Date |
|-----------------|----------------|-----------------|-----------------|----------------|
| McNamara, Katie | Superintendent | District Office | 06/04/2021      | 12/31/2021-RT  |

**SOUTH BAY UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES MEETING – JULY 15, 2021**

**CLASSIFIED PERSONNEL ACTIVITY LIST**

***Approve/Ratify Employment - Substitutes/Extra Help - Day-to-Day***

| Name                  | Position                            | Salary       | Effective Date |
|-----------------------|-------------------------------------|--------------|----------------|
| Hernandez, Itzel      | Inst. Asst. / Sup. Asst.            | 19 / 13      | TBD            |
| Macias, Ana Gabriella | Inst. Asst. / Sup. Asst. / Clerical | 19 / 13 / 23 | TBD            |
| Munoz, Leslie         | Inst. Asst. / Sup. Asst.            | 19 / 13      | TBD            |
| Nery, Yovanna         | Inst. Asst.                         | 19           | TBD            |
| Torres, Claudia       | Inst. Asst. / Sup. Asst.            | 19 / 13      | TBD            |
| Venegas, Maria        | Inst. Asst.                         | 19           | TBD            |
| Villegas, Mayra       | Inst. Asst. / Sup. Asst.            | 19 / 13      | TBD            |

***Approve/Ratify Employment***

| Name               | Position                            | Site             | Salary           | Effective Date |
|--------------------|-------------------------------------|------------------|------------------|----------------|
| Cordero, Lorena    | LHS                                 | Sp.Ed Department |                  | 07/20/2021     |
| Gutierrez, Deborah | Personnel Supervisor                | Human Resources  | 1-1              | 07/01/2021     |
| Gonzalez, Yesenia  | Asst. Fiscal Technician             | Fiscal           | 25-6             | 7/22/2021      |
| Origel, Mariel     | Virtual Academy<br>School Secretary | Virtual Academy  | 33-1             | 7/23/2021      |
| Patton, Corey      | Transportation<br>Supervisor        | Transportation   | Admin Salary 2-6 | 7/12/2021      |
| Poli, Daniel       | Financial Budget<br>Specialist      | Fiscal           | 43-4             | 7/23/2021      |

***Approve/Ratify Promotion***

| Name           | Position                     | Site            | Salary | Effective Date |
|----------------|------------------------------|-----------------|--------|----------------|
| Tabilin, Marla | Personnel Technician (Conf.) | Human Resources | 3-1    | 07/01/2021     |

***Resignation/Retirement Accepted by Superintendent (For Information Only)***

| Name             | Position               | Site         | Submission Date | Acceptance Date | Effective Date |
|------------------|------------------------|--------------|-----------------|-----------------|----------------|
| Cline, Nick      | Sup. Asst              | Central      |                 |                 | 7/26/2021      |
| Flores, Vanessa  | Sp. Ed IA              | Nicoloff     |                 |                 | 7/26/2021      |
| Rodriguez, Maria | Bil. Preschool Aide    | VIP Village  | 06/10/2021      | 06/15/2021      | 06/15/2021-RT  |
| Sawh, Andrew     | Financial Budget Spec. | Fiscal Svcs. | 06/28/2021      | 07/01/2021      | 07/22/2021-RS  |
| Smith, Jennifer  | Buyer                  | Warehouse    | 06/18/2021      | 06/23/2021      | 09/30/2021-RT  |

***Transfers, Lateral Transfers, and other Personnel Actions (For Information Only)***

| Name           | Action   | Effective Date |
|----------------|--|----------------|
| Gonzalez, Luis | Lateral transfer from 3.75 hr. ME Custodian to 8.00 hr. BA Custodian | 06/14/2021     |

**SOUTH BAY UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES MEETING – JULY 22, 2021**

**CLASSIFIED PERSONNEL ACTIVITY LIST**

***Approve/Ratify Employment - Substitutes/Extra Help - Day-to-Day***

| Name                  | Position                            | Salary       | Effective Date |
|-----------------------|-------------------------------------|--------------|----------------|
| Hernandez, Itzel      | Inst. Asst. / Sup. Asst.            | 19 / 13      | TBD            |
| Macias, Ana Gabriella | Inst. Asst. / Sup. Asst. / Clerical | 19 / 13 / 23 | TBD            |
| Munoz, Leslie         | Inst. Asst. / Sup. Asst.            | 19 / 13      | TBD            |
| Nery, Yovanna         | Inst. Asst.                         | 19           | TBD            |
| Torres, Claudia       | Inst. Asst. / Sup. Asst.            | 19 / 13      | TBD            |
| Venegas, Maria        | Inst. Asst.                         | 19           | TBD            |
| Villegas, Mayra       | Inst. Asst. / Sup. Asst.            | 19 / 13      | TBD            |

***Approve/Ratify Employment***

| Name               | Position                            | Site            | Salary           | Effective Date |
|--------------------|-------------------------------------|-----------------|------------------|----------------|
| Gutierrez, Deborah | Personnel Supervisor                | Human Resources | 1-1              | 07/01/2021     |
| Gonzalez, Yesenia  | Asst. Fiscal Technician             | Fiscal          | 25-7             | 7/22/2021      |
| Origel, Mariel     | Virtual Academy<br>School Secretary | Virtual Academy | 33-1             | 7/23/2021      |
| Patton, Corey      | Transportation<br>Supervisor        | Transportation  | Admin Salary 2-6 | 7/12/2021      |
| Poli, Daniel       | Financial Budget<br>Specialist      | Fiscal          | 43-4             | 7/23/2021      |

***Approve/Ratify Promotion***

| Name           | Position                     | Site            | Salary | Effective Date |
|----------------|------------------------------|-----------------|--------|----------------|
| Tabilin, Marla | Personnel Technician (Conf.) | Human Resources | 3-1    | 07/01/2021     |

***Resignation/Retirement Accepted by Superintendent (For Information Only)***

| Name             | Position                         | Site        | Submission Date | Acceptance Date | Effective Date |
|------------------|----------------------------------|-------------|-----------------|-----------------|----------------|
| Cline, Nick      | Sup. Asst                        | Central     | NA              | NA              | 7/26/2021      |
| Flores, Vanessa  | Sp. Ed IA                        | Nicoloff    | NA              | NA              | 7/26/2021      |
| Pillado, Amelia  | Admin. Secretary                 | Ed.Center   | 7/13/2021       | 7/16/2021       | 7/16/2021      |
| Rodriguez, Maria | Bil. Preschool Aide              | VIP Village | 06/10/2021      | 06/15/2021      | 06/15/2021-RT  |
| Santana, Mirta   | Sp.Ed I.A/ supervision Assistant | Nestor      | 7/14/2021       | 7/17/2021       | 7/14/2021      |
| Sawh, Andrew     | Financial Budget Spec.           | Fiscal      | 06/28/2021      | 07/01/2021      | 07/22/2021     |
| Smith, Jennifer  | Buyer                            | Warehouse   | 06/18/2021      | 06/23/2021      | 09/30/2021-RT  |

***Transfers, Lateral Transfers, and other Personnel Actions (For Information Only)***

| Name           | Action   | Effective Date |
|----------------|--|----------------|
| Gonzalez, Luis | Lateral transfer from 3.75 hr. ME Custodian to 8.00 hr. BA Custodian | 06/14/2021     |

**SOUTH BAY UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES MEETING – JULY 22, 2021**

**CERTIFICATED PERSONNEL ACTIVITY LIST**

***Approve/Ratify Employment – Guest Teachers/Extra Help/Day-to-Day***

| Name            | Position      | Salary       | Effective Date |
|-----------------|---------------|--------------|----------------|
| Garcia, Janette | Guest Teacher | \$280.00/day | TBD            |
| Nelson, Naydia  | Guest Teacher | \$280.00/day | TBD            |

***Approve/Ratify Employment – Probationary Contract***

| Name              | Position                   | Salary            | Effective Date |
|-------------------|----------------------------|-------------------|----------------|
| Cooper, Joshua    | ON & TBD- Ed Specialist    | TBD               | 7/19/2021      |
| Cordero, Lorena   | Sp. Ed. – LSH Specialist   | Class I / Step 1  | 07/20/2021     |
| Cutting, Samantha | NIC – Education Specialist | Class VI / Step 6 | 07/20/2021     |
| Miller, Akeem     | IBCS & CE- Ed Specialist   | TBD               | 7/19/2021      |
| Morales, Laura    | NE – Teacher               | Class V / Step 3  | 07/20/2021     |
| Melendez, Liseth  | NE-Teacher                 | Class VI/ Step 8  | 7/20/2021      |
| Hodge, Victoria   | Education Specialist       | Class I/ Step 1   | 7/20/2021      |

***Approve/Ratify Employment***

| Name              | Position          | Salary | Effective Date |
|-------------------|-------------------|--------|----------------|
| Gonzalez, Esteban | Nestor, Principal | TBD    | TBD            |

***Resignation/Retirement Accepted by Superintendent (For Information Only)***

| Name                     | Position | Site    | Submission Date | Acceptance Date | Effective Date |
|--------------------------|----------|---------|-----------------|-----------------|----------------|
| Davenport, Leda          | Teacher  | Berry   | NA              | NA              | 7/30/2021      |
| Garcia Gallego, Patricia | Teacher  | Virtual | 06/16/2021      | 06/21/2021      | 06/15/2021-RS  |

***Resignation/Retirement Accepted by Board of Trustees***

| Name            | Position       | Site            | Submission Date | Effective Date |
|-----------------|----------------|-----------------|-----------------|----------------|
| McNamara, Katie | Superintendent | District Office | 06/04/2021      | 12/31/2021-RT  |