

# San Ysidro School District Governing Board

# BOARD MEETING MATERIALS

Thursday, February 6, 2025 5:00 p.m.

Sunset School Auditorium 3825 Sunset Lane San Ysidro, CA 92173



# GENERAL ADMINISTRATION

#### SAN YSIDRO SCHOOL DISTRICT 4350 Otay Mesa Road San Ysidro, CA 92173 Phone Number: (619) 428-4476 Fax Number: (619) 428-1505

#### ORGANIZATIONAL MEETING OF THE GOVERNING BOARD THURSDAY, DECEMBER 19, 2024 5:00 p.m.

Pursuant to Government Code Section 54954 and 54954.2 and Education Code Section 35143, the Organizational Meeting of the Governing Board was on Thursday, December 19, 2024, at 5:00 p.m. and conducted its business meeting at the **San Ysidro Middle School - Multicultural Complex, 4345 Otay Mesa Road, San Ysidro, CA 92173.** This was audio recorded. The public could view this meeting by accessing the following link <a href="https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos">https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos</a>.

Pursuant to Board Bylaw 9323 and Government Code 54953.5, members of the public may record an open Board meeting using an audio or video recorder, camera, cell phone, or other device, provided that the noise or obstruction of view does not disrupt the meeting or members of the audience. If a member of the public or media wishes to stand and record the meeting or set up a tripod, such recording must be done so on the left or right side of the public seating area. The Superintendent or an assigned employee may designate recording locations. If the Board determines that noise or obstruction of view disrupts proceedings, the activities shall be discontinued as determined by the Board.

Any meeting participant who engages in disorderly conduct which disturbs the peace and good order of the meeting, or refuses to comply with the lawful orders of the Board may be ordered removed from the meeting, and may be guilty of a misdemeanor (Cal. Penal Code Sec. 403).

Closed Session was conducted in accordance with applicable sections of California Law.

#### MINUTES

**1. CALL TO ORDER** Who: I. Lopez Time: 5:04 p.m.

2. FLAG SALUTE by San Ysidro Middle School 7th grade student Loveliie Reamirez

#### 3. ADMINISTRATION OF OATH OF OFFICE

- The Oath of Office was administered to Antonio Martinez by Sweetwater Union High School Board Member, Trustee Area 5, Marti Emerald
- The Ceremonial Oath of Office was administered to Kenia Peraza by Superintendent and Secretary to the Governing Board, Dr. Gina Potter
- **4. EDUCATION CHAMPION AWARD** was presented to Rudy Lopez, San Ysidro School District Governing Board Member from December 2018 to December 2024
- 5. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board

Board Members present: Mrs. Irene Lopez, Board Member Mrs. Zenaida Rosario, Board Member Mr. Antonio Martinez, Board Member Mrs. Kenia Peraza, Board Member

#### 6. BOARD INTERVIEWS AND APPOINTMENT

The Board interviewed Board candidate and appointed Martin Arias to the Governing Board.

- Martin Arias
- Maritza Chavarin
- Joel Castellon
- Jose Dircio
- Olga Espinoza
- Juan Morales

Motion: Martinez Second: Rosario

Vote: 3 Ayes - 1 Noes (Peraza)

#### 7. THE ADMINISTRATION OF OATH OF OFFICE WAS ADMINISTERED TO BOARD APPOINTED

**CANDIDATE** Martin Arias by Superintendent & Secretary to the Governing Board, Gina Potter, Ed.D.

#### 8. PUBLIC COMMENT/COMMUNICATIONS ON BOARD ORGANIZATION

The Board of Trustees has established protocols that will allow the Board to conduct the business of the District while also achieving the type of open communication that we all want in our community. The Board values the input of parents, students, employees and other members of the public. Our goal is to allow the free exchange of views among Board members and its staff and between members of the public and the Board while maintaining a respectful and orderly atmosphere. It is the Board's policy to encourage all interested individuals to contribute constructive ideas and perspectives during the meetings, while respecting the right of others to express their ideas and perspectives. The Board welcomes disagreement, but it is important that disagreement be expressed in a meaningful and respectful manner. Speakers should not make personal attacks on other individuals. To promote these goals, we ask that everyone be courteous, patient and respectful while others are speaking. Each speaker should feel free to express his or her viewpoint freely, but in a courteous and respectful way, speaking concisely and within the allotted time limits. Members of the public will not speak unless first recognized by the Board President/Chairperson and will speak only from the podium, not directly from the audience at any time.

#### PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address <u>all of their items</u>. Approach the lectern and give your name.

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

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

There were no public comments.

## It was respectfully suggested that the Governing Board temporarily relinquish the chairmanship of the meeting to the Superintendent until the Board elected its President.

#### 9. ANNUAL BOARD ORGANIZATION

**A.** The Board elected Zenaida Rosario as the Board President.

Motion: Martinez Second: Peraza Vote: 5-0

**B.** The Board elected Antonio Martinez as the Board Vice President.

Motion: Lopez Second: Rosario Vote: 5-0

**C.** The Board elected Irene Lopez as the Board Clerk.

Motion: Rosario Second: Martinez Vote: 5-0

**D.** The Board appointed Dr. Gina Potter as the Board Secretary.

Motion: Rosario Second: Martinez Vote: 5-0

#### 10. THE BOARD RECOGNIZED FORMER BOARD PRESIDENT: Irene Lopez

#### 11. AGENDA

The Board approved the agenda.

Motion: Martinez Second: Lopez Vote: 5-0

#### 12. BOARD RECOGNITION/DISTINGUISHED CHAMPIONS (Bojorquez/Inzunza)

- **12.1** San Ysidro Middle School Student and Staff Recognitions Presented by San Ysidro Middle School Principal, Mairen Ruiz
  - 1st Round of Reclassified Students for 2024-2025
    - 7th grade: Samir Herrera Alcala, Ximena Magallon, Adrian Martinez Cordova, Loveliie Ramirez, Melinda Real
    - 8th grade: Christian Corrales Rincon, Alondra Hernandez, Sebastien Medina and Brandy Padilla
  - Staff Promoting Positive School Culture
    - Elizabeth Gomez (Positive School Climate Promoter/Publicity), Anais Beas (Positive School Climate Promoter/Publicity), Michelle Patterson (ASB), David Alvarado (PBIS), Emily MacIntyre (PBIS) and Maria Gomez (Positive School Culture Ambassador)
- 12.2 California School Boards Association (CSBA) Golden Bell Winner in the area of Curriculum and Instruction Literacy/English Language Arts Presented by Superintendent Dr. Gina Potter
  - **Co-Authors:** Russell Little (Retired Assistant Superintendent of Educational Leadership and Pupil Services), Maria C. Rodriguez (Coordinator of Federal and State Programs and Language Acquisition) and Cristina Inzunza (Communications Specialist)
  - Data Aggregation Team: Zenaida Rosario (Board Member), Manuel Bojorquez (Assistant Superintendent of Educational Leadership and Pupil Services), Luis Ramos (Director of Educational Services) and Jacob Rodriguez (Data Support Specialist)
  - **Resource Teachers:** Adriana Aguilar, Liana Davis, Sandra Guzman, Carolina Hernandez and Cynthia Mosqueda
  - School Principals: Laura English (La Mirada Elementary), Erika Meza (Ocean View Hills Elementary), Dr. Rebecca Bravo (Smythe Elementary), Matthew Bandy (Sunset Elementary), Mairen Ruiz (San Ysidro Middle School), Irene Herrera-Cevallos (Vista Del Mar Middle School) and Myrna Cerda (Willow Elementary)
  - Validation Team: Irene Lopez (Board Member) and Rudy Lopez (Former Board Member)

#### 13. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

The Board of Trustees has established protocols that will allow the Board to conduct the business of the District while also achieving the type of open communication that we all want in our community. The Board values the input of parents, students, employees and other members of the public. Our goal is to allow the free exchange of views among Board members and its staff and between members of the public and the Board while maintaining a respectful and orderly atmosphere. It is the Board's policy to encourage all interested individuals to contribute constructive ideas and perspectives during the meetings, while respecting the right of others to express their ideas and perspectives. The Board welcomes disagreement, but it is important that disagreement be expressed in a meaningful and respectful manner. Speakers should not make personal attacks on other individuals. To promote these goals, we ask that everyone be

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**Roxane Palestino, Parent, Commented: 1)** Highlighted the importance of DELAC participation. 2) Provided positive remarks about newly elected Board Member Kenia Peraza. 3) Expressed gratitude to Superintendent Potter for attending the winter shows. 4) Addressed concerns related to special education.

Lisa Yegin, Advocate, Commented: 1) Shared special education concerns.

**Karina Robles, Parent, Commented:** 1) Addressed Willow's special education class concerns. 2) Extended congratulations to newly elected Board Member Kenia Peraza.

**Katina De Leon, SYEA President, Commented:** 1) Shared remarks emphasizing the importance of fostering positive staff and board relationships and maintaining a safe environment to serve students and ensure they receive the best education possible.

**Eliud Lagarda, SYEA Social Justice Chair, Commented:** 1) Emphasized the importance of being respectful, acting with integrity, and working collaboratively. 2) Congratulated newly elected Board Member Kenia Peraza and expressed concerns about her previous interactions with staff.

Alice De La Torre, San Ysidro Women's Club, Commented: 1) Extended congratulations to elected Board Members Kenia Peraza and Antonio Martinez. 2) Expressed gratitude to former Board Member Rudy Lopez for his leadership service to the district and wished him well. 3) Thanked the Board for supporting the Beyer Community Resource Center and San Ysidro Middle School modernization projects. 4) Acknowledged and thanked all Board Candidates for their applications.

Allyson Murillo, Community Member, Commented: 1) Addressed district concerns. 2) Congratulated newly elected Board Member Kenia Peraza.

Jamie Schmidt, Parent, Commented: 1) Shared concerns regarding a Board Candidate.

**Jamie Schmidt, Parent, Commented:** 1) Praised La Mirada Elementary School Principal and staff for their constant support. 2) Expressed the importance of being respectful and working together.

**Jasmin Lopez, Staff, Commented:** 1) Commended La Mirada Elementary School Principal and staff for their unwavering support. 2) Highlighted the importance of respect and collaboration.

**Lucy Silva, Staff, Commented:** 1) Congratulated all the staff and students recognized by the Board. 2) Expressed gratitude to the district for installing safety fencing at Willow School. 3) Thanked CSEA President Karla Montanez Meza and Assistant Superintendent Dr. Jose Iniguez for their ongoing support. 4) Addressed concerns regarding transportation.

**Maria Rios, CSEA, Commented:** 1) Shared that classified staff have been feeling unsafe due to harassment and bullying from community members.

**Karla Montanez Meza, CSEA President, Commented:** 1) Expressed gratitude to the district and Board for their collaboration over the past three years during her tenure as CSEA President. 2) Congratulated newly elected Board Member Kenia Peraza and appointed Board Member Martin Arias. 3) Highlighted concerns about the treatment of classified staff by a few parents and an advocate. 4) Raised concerns regarding professional development.

**Daniel Sandoval, Staff, Commented:** 1) Provided remarks about the transportation department. 2) Thanked Assistant Superintendent Dr. Jose Iniguez for his leadership and support. 3) Emphasized the importance of maintaining a positive working environment.

#### 14. ITEMS FROM THE BOARD & SUPERINTENDENT

**Board President Rosario, Commented:** 1) Attended the CSBA Golden Bell ceremony to receive the award on behalf of the distirct. 2) Mentioned the San Ysidro Women's Club "Teddy Bears for Kids" initiative, which provided approximately 1,500 teddy bears to students. 3) Attended various winter school performances. 4) Congratulated the students who received Board recognition for reclassification.

**Board Vice President Martinez, Commented:** 1) Thanked San Ysidro Middle School Principal Mairen Ruiz and Assistant Principal Pedro Fuentez for hosting the Board meeting. 2) Shared remarks about the upcoming San Ysidro Middle School modernization projects. 3) Wished everyone a Happy Holiday season!

Board Member Lopez, Commented: 1) Wished everyone a Happy Holiday season!

**Board Member Peraza, Commented:** 1) Expressed the importance of providing every child with the best education possible for their development. 2) Highlighted the need to support teachers by ensuring they have the necessary tools and resources. 3) Emphasized the commitment to always being supportive of all parents. 4) Thanked the San Ysidro community for giving her the opportunity to serve as a Board Member.

**Board Member Arias, Commented:** 1) Expressed eagerness to learn and foster communication with parents and all staff. 2) Highlighted the importance of communication, honesty, and transparency.

**Superintendent Potter, Commented:** 1) Thanked San Ysidro Middle School Principal Mairen Ruiz and Assistant Principal Pedro Fuentez for hosting the Board meeting. 2) Thanked all Board candidates for applying. 3) Congratulated newly elected Board Member Kenia Peraza and appointed Board Member Martin Arias. 4) Expressed gratitude to the San Ysidro Women's Club for a successful 24th Annual "Teddy Bears for Kids" event, which distributed 1,500 teddy bears to students. 5) Congratulated new Board President Rosario, Board Vice President Martinez, and Board Clerk Lopez. 6) Praised staff for their hard work, planning, and coordination of the winter school performances. 7) Recognized La Mirada and Smythe Elementary Schools for outstanding student achievement with regards to federal designations.. 8) Wished everyone a wonderful holiday season!

### **15. CONFERENCE SESSION**

#### **Reports**/Presentations

15.1 2024-2025 First Interim Financial Report - Presented by Chief Business Official, Marilyn Adrianzen

#### **16. GENERAL ADMINISTRATION**

#### **16.1 MINUTES** (Potter)

The Board approved the minutes of the Regular Board Meeting of November 14, 2024, and the Special Board Meeting of November 25, 2024.

Motion: Martinez Second: Lopez Vote: 5-0

#### 16.2 DATE, TIME AND PLACE OF GOVERNING BOARD MEETINGS (Potter)

The Board approved the regular Governing Board meetings from January through December 2025 at 5:00 p.m., at the District Office and at each school at least once a year.

Motion: Martinez Second: Rosario Vote: 5-0

16.3 RESOLUTION NO. 24/25-0021 ANNUAL & FIVE-YEAR REPORTABLE FEES REPORT (Adrianzen) The Board approved Resolution No. 24/25-0021 for the 2023-24 Annual & Five Year Reportable Fees Report in compliance with Government Code Sections 66006 and 66001.13.5. A California Financial Services KevAnalytics representative will be available to answer questions.

> Motion: Martinez Vote: 5-0 Second: Lopez

#### 16.4 RESOLUTION NO. 24/25-0023 TO IDENTIFY THE AMOUNT OF BUDGET REDUCTIONS NEEDED **IN 2025-26** (Adrianzen)

The Board approved Resolution No.24/25-0023 to identify the amount of budget reductions needed in 2025-26.

Motion: Rosario Second: Martinez Vote: 5-0

#### 16.5 FIRST INTERIM FINANCIAL REPORT 2024-2025 (Adrianzen)

The Board approved the 2024-2025 First Interim Financial Report.

Motion: Martinez Second: Lopez Vote: 5-0

#### 16.6 RESOLUTION NO. 24/25-0022 APPROVING "NO COMPETITIVE ADVANTAGE FINDING" AND AUTHORIZING AWARD OF THE CONTRACT FOR THE DISTRICT-WIDE HVAC FILTER **REPLACEMENT PROJECT** (Iniguez)

The Board approved Resolution No. 24/25-0022 approving "No Competitive Advantage Finding" and authorized award of the Contract to ABM Building Services, LLC for the District-Wide HVAC Filter Replacement Project in the amount of \$187,196.08 from the Maintenance Fund.

Motion: Rosario Second: Lopez Vote: 5-0

#### 16.7 MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOO DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REGARDING THE 2025 CSEA PARAEDUCATOR CONFERENCE (Burciaga)

The Boad approved the Memorandum of Understanding between San Ysidro School District and the California School Employees Association regarding the 2025 CSEA Paraeducator Conference.

Motion: Martinez Second: Lopez Vote: 5-0

#### **17. CONSENT CALENDAR**

The Board approved the Consent Calendar with the following changes:

• 1) Pulled Consent Calendar items 17C.2, 17C.4, 17D.2, 17D.8, 17D.12, 17D.13 and 17D.14 for discussion and to be voted on separately.

Board Clerk Lopez expressed gratitude to the San Ysidro community for supporting the district's GO Bond Measures and noted that several projects listed in the consent calendar are being implemented in part due to the passage of these measures.

Motion: Martinez Second: Rosario Vote: 5-0

#### 17A. PERSONNEL – CLASSIFIED

EMPLOYMENT (Burciaga)

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

- 17A.1 Custodian
  - a. Jonathan Bastida, Smythe
- 17A.2 Instructional Aide Special Education
  - a. Germania Velez Bravo, Willow
- **17A.3** Substitute Campus Aide
  - a. Denise Del Moral, All Sites
  - b. Eunice Reynaga, All Sites
  - c. Jose Ruiz, All Sites
- **17A.4** Substitute Custodian
  - a. Ana Karen Fernandez, All Sites
  - b. Mayra Sanchez, All Sites
  - c. Elisa Velazquez Gonzalez, All Sites
- 17A.5 Substitute Gardener
  - a. Julian Redes, MOTF
- 17A.6 Substitute Instructional Aide
  - a. Karen Morgan Valle, All Sites
  - b. Eunice Reynaga, All Sites
- **17A.7** Substitute Maintenance Person
  - a. Antonio Ortega, MOTF

#### LEAVE OF ABSENCE (Burciaga)

The Board denied the leave of absence without pay for the following as recommended by staff:

a. Samantha Arellano, La Mirada

#### 17B. PERSONNEL – CERTIFICATED

#### EMPLOYMENT (Burciaga)

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

- **17B.1** Temporary Head Start Preschool Permit Teacher
  - a. Victoria Boone, Child Development Center

#### **RESIGNATIONS** (Burciaga)

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

- **17B.2** Classroom Teacher K-6
  - a. Maria Kaai, Sunset

#### **17C. CURRICULUM & INSTRUCTION**

#### 17C.1 GIMKIT PRO SCHOOL LICENSE SUBSCRIPTION FOR VISTA DEL MAR

(Bojorquez/Herrera-Cevallos)

The Board approved the renewal of the GimKit Pro license subscription for Vista Del Mar Middle School at the total cost of \$1,000.00 from the Title I Fund.

**17C.2 EXTENDED SCHOOL YEAR 2025 WAIVER** (Bojorquez/Madera) - *Pulled for discussion and to be voted on separately.* 

The Board approved the Waiver for Extended School Year 2025 to reduce the number of instructional days provided to special education students.

Motion: Martinez Second: Arias Vote: 4 Ayes - 1 Noe (Peraza)

#### 17C.3 INTERNATIONAL DATA EVALUATION CENTER (IDEC) LICENSE SUBSCRIPTION (Bojorquez/Ramos)

The Board approved the purchase of the International Data Evaluation Center License Subscription to support teachers participating in the Reading Recovery Program at the cost of \$1,750.00 to be reimbursed by Project CLEAR.

**17C.4 PROFESSIONAL DEVELOPMENTS** (Bojorquez) - *Pulled for discussion and to be voted on separately.* The Board approved/ratified the attendance and participation of District staff to the different professional developments as attached.

Motion: Martinez Second: Arias Vote: 5-0

#### **17D. BUSINESS**

17D.1 PURCHASING REPORT (Adrianzen)

The Board approved/ratified the purchase orders incurred by the District during the month of November 2024.

**17D.2 EXPENDITURE REPORT** (Adrianzen) - *Pulled for discussion and to be voted on separately.* The Board approved/ratified the expenditures incurred by the District during the month of November 2024.

Motion: Martinez Second: Rosario Vote: 5-0

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#### 17D.3 ACCEPTANCE OF DONATIONS (Adrianzen)

The Board accepted donations with a total value of \$13,350.00 to help support and enrich our educational programs.

#### **17D.4 APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS** (Adrianzen) The Board approved/ratified the agreements on the attached list with cost implications within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources or at no cost to the district.

#### 17D.5 AGREEMENT WITH AMERICAN FIDELITY (Adrianzen)

The Board approved/ratified the agreement with American Fidelity to provide the Section 125 Flexible Benefit Plan.

#### 17D.6 DISPOSAL OF OBSOLETE FURNITURE FROM THE CHILD DEVELOPMENT CENTER

(Bojorquez/Pretzer)

The Board approved the disposal of obsolete furniture from the Child Development Center via donation or in a local public dump as per California Education Code Sec. 17546 (c).

**17D.7** AGREEMENT WITH SCHLOYER EDUCATIONAL AUDIOLOGY ASSOCIATES (Bojorquez/Madera) The Board approved/ratified the agreement with Schloyer Educational Audiology Associates for school year 2024-2025 at a rate up to \$250.00 per hour from the Special Education Fund.

## **17D.8 AMENDMENT NO. 2 TO THE CUPCCAA AGREEMENT WITH KONE, INC.** (Iniguez) - Pulled for discussion and to be voted on separately.

The Board approved/ratified Amendment No. 2 to the CUPCCAA agreement with Kone, Inc. to provide elevator repair services at Willow School for an additional \$7,946.12 from the Routine Restricted Maintenance Account.

Motion: Martinez Second: Rosario Vote: 5-0

#### 17D.9 AMENDMENT NO. 1 TO THE VITAL INSPECTION SERVICES, INC. AGREEMENT FOR OCEAN VIEW HILLS ELEMENTARY SCHOOL RELOCATABLE & CLASSROOM PROJECTS (Iniguez) The Board approved Amendment No. 1 with Vital Inspection Services, Inc. to provide additional DSA Project Inspector Services for the "Two (2) Relocatables and Classroom Remodel Projects" at Ocean View Hills Elementary School in the amount of \$3,960.00 from Developer Fee funds.

#### 17D.10 AMENDMENT NO. 1 TO THE VITAL INSPECTION SERVICES, INC. AGREEMENT - WILLOW SECURITY FENCING PROJECT (Iniguez)

The Board approved Amendment No. 1 with Vital Inspection Services, Inc. to provide DSA Project Inspector Services for the "Security Fencing Project" at Willow Elementary School in the amount of \$44,880.00 from the General Obligation Bond Measure U funds.

#### 17D.11 NOTICE OF COMPLETION FOR THE ARTIFICIAL TURF REPLACEMENT PROJECT AT SUNSET ELEMENTARY SCHOOL (Iniguez)

The Board approved the Notice of Completion for Wall 2 Wall Commercial Floor Coverings (dba W2W Sport) for the Artificial Turf Replacement Project at Sunset Elementary School.

#### 17D.12 RFP NO. B2024-05 AND CUPCCAA AGREEMENT WITH PRESTIGE WINDOW SOLUTIONS

(Iniguez) - Pulled for discussion and to be voted on separately.

The Board awarded RFP No. B2024-05 to and approve the CUPCCAA construction contract with Prestige Window Solutions to furnish & install privacy/security window film for Ocean View Hills and 'Sunset Elementary Schools Safety and Security Projects in the amount of \$83,505.00 from the General Obligation Bond Measure T funds.

Motion: Martinez Second: Rosario Vote: 5-0

#### 17D.13 AMENDED AND RESTATED PROPOSAL WITH SOUTH BAY FENCE (Iniguez) - Pulled for

discussion and to be voted on separately.

The Board approved the amended and restated proposal with South Bay Fence for the installation of fences and gates behind the two (2) new relocatable buildings in the new amount of \$23,780.00 from the Developer Fees Fund for the Ocean View Hills School Project.

Motion: Martinez Second: Arias Vote: 5-0

#### 17D.14 AGREEMENT WITH TERRAVERDE ENERGY (Iniguez) - Pulled for discussion and to be

voted on separately.

The Board approved the multi-year agreement with TerraVerde Energy to provide Solar Management Services District-Wide during 2025-2028 in the amount of \$216,127.00 from the General Obligation Bond Measure T funds.

Motion: Martinez Second: Rosario Vote: 5-0

#### 18. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

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There no public comments.

Board Vice President Martinez made a motion to recess to Closed Session, seconded by Board Clerk Lopez. The vote was 5-0.

## 19. GOVERNING BOARD – RECESSED to CLOSED SESSION at 9:13 p.m. in accordance with section 54954.5 regarding:

#### 19.1 GOVERNMENT CODE SECTION 54957.6 CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: District Legal Counsel Joseph Sanchez and Director of Human Resources Efrain Burciaga

Employee Organizations:

San Ysidro Education Association/CTA California School Employees Association, Chapter 154 Unrepresented: Administrators, Certificated Management, Classified Management & Confidential

#### **19.2 GOVERNMENT CODE SECTION 54957**

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

#### **19.3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: No. of cases: 20

**RECONVENED into OPEN SESSION at 9:58 p.m.** to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from Closed Session.

Board Vice President Antonio Martinez made a motion to adjourn the meeting, seconded by Board Member Martin Arias. The vote was 5-0.

**20. ADJOURNMENT** Time: 9:58 p.m.

Respectfully Submitted,

Gina A. Potter, Ed.D., Superintendent

#### SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road San Ysidro, CA 92173 Phone Number: (619) 428-4476 Fax Number: (619) 428-1505

#### SPECIAL MEETING OF THE GOVERNING BOARD WEDNESDAY, JANUARY 29, 2025 5:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Wednesday, January 29, 2025, at 5:00 p.m., and conducted its business meeting at **San Ysidro School District - Education Center/Board Room, 4350 Otay Mesa Road, San Ysidro, CA 92173.** This meeting was audio recorded. The Public was able to view this meeting by accessing the following link <a href="https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos">https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos</a>.

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Closed Session was conducted in accordance with applicable sections of California Law.

#### MINUTES

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

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

Board Members Present Mrs. Zenaida Rosario, Board President Mr. Antonio Martinez, Board Vice President Mrs. Irene Lopez, Board Clerk Mr. Martin Arias, Board Member Mrs. Kenia Peraza, Board Member

3. FLAG SALUTE by Board President Zenaida Rosario

#### 4. AGENDA

The Board approved the agenda.

Motion: Martinez Second: Lopez Vote: 5-0

#### 5. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

The Board of Trustees has established protocols that will allow the Board to conduct the business of the District while also achieving the type of open communication that we all want in our community. The Board values the input of parents, students, employees and other members of the public. Our goal is to allow the free exchange of views among Board members and its staff and between members of the public and the Board while maintaining a respectful and orderly atmosphere. It is the Board's policy to encourage all interested individuals to contribute constructive ideas and perspectives during the meetings, while respecting the right of others to express their ideas and perspectives. The Board welcomes disagreement, but it is important that disagreement be expressed in a meaningful and respectful manner. Speakers should not make personal attacks on other individuals. To promote these goals, we ask that everyone be courteous, patient and respectful while others are speaking. Each speaker should feel free to express his or her viewpoint freely, but in a courteous and respectful way, speaking concisely and within the allotted time limits. Members of the public will not speak unless first recognized by the Board President/Chairperson and will speak only from the podium, not directly from the audience at any time.

Please submit public comment forms prior to start of meeting at 5:00 p.m. Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address **Closed Session Items Only**. (Closed Session Items may be continued to the end of meeting if necessary.)

There were no public comments.

Board Vice President Martinez made a motion to recess to closed session, seconded by Board Member Martin Arias. The vote was 5-0.

## 6. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:06 p.m. in accordance with section 54954.5 regarding:

#### 6.1 GOVERNMENT CODE SECTION 54957.6 CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: District Legal Counsel Joseph Sanchez and Director of Human Resources Efrain Burciaga

Employee Organizations:

San Ysidro Education Association/CTA California School Employees Association, Chapter 154 Unrepresented: Administrators, Certificated Management, Classified Management & Confidential

#### 6.2 GOVERNMENT CODE SECTION 54957

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

#### 6.3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: No. of cases: 4

**RECONVENED into OPEN SESSION at 6:54 p.m.** to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from closed session.

#### 7. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

The Board of Trustees has established protocols that will allow the Board to conduct the business of the District while also achieving the type of open communication that we all want in our community. The Board values the input of parents, students, employees and other members of the public. Our goal is to allow the free exchange of views among Board members and its staff and between members of the public and the Board while maintaining a respectful and orderly atmosphere. It is the Board's policy to encourage all interested individuals to contribute constructive ideas and perspectives during the meetings, while respecting the right of others to express their ideas and perspectives. The Board welcomes disagreement, but it is important that disagreement be expressed in a meaningful and respectful manner. Speakers should not make personal attacks on other individuals. To promote these goals, we ask that everyone be courteous, patient and respectful while others are speaking. Each speaker should feel free to express his or her viewpoint freely, but in a courteous and respectful way, speaking concisely and within the allotted time limits. Members of the public will not speak unless first recognized by the Board President/Chairperson and will speak only from the podium, not directly from the audience at any time.

#### PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address <u>all of their items</u>. Approach the lectern and give your name.

The public has the opportunity to address the Board on any item appearing on the agenda.

Persons wishing to address the Board are asked to fill out a **Public Comment Form** located at the sign-in area, and submit the completed form to the administrative assistant prior to the start of the meeting.

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

There were no public comments.

#### 8. GENERAL ADMINISTRATION

8.1 RESOLUTION NO. 24/25-0029 - RECOGNIZING SAN YSIDRO SCHOOL DISTRICT AS A SAFE HAVEN (Potter)

The Board adopted Resolution No. 24/25-0029 Recognizing San Ysidro School District as a Safe Haven.

Motion: Martinez Second: Lopez Vote: 5-0

#### 8.2 SECOND QUARTERLY COMPLAINT REPORT FOR WILLIAMS SETTLEMENT-RELATED ISSUES FOR SCHOOL YEAR 2024-2025 (Adrianzen)

The Board Aaccepted the Report of William's Settlement related complaints for the second quarter from October 1, 2024 to December 31, 2024 of the 2024-25 school year for submission to the San Diego County Office of Education. The District received two written complaints in December 2024; One of the two written complaints did not fall within the scope of the Williams Act. The remaining Williams complaint was investigated. The district was determined to be in compliance; therefore, this complaint has been deemed resolved.

Motion: Martinez Second: Lopez Vote: 5-0

Board Vice President Antonio Martinez made a motion to adjourn the meeting, seconded by Board President Zenaida Rosario. The vote was 5-0.

**9. ADJOURNMENT** Time: 7:01 p.m.

Respectfully Submitted,

Gina A. Potter, Ed.D., Superintendent

#### SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

#### **TO:**Governing Board**BOARD MEETING DATE:** February 6, 2025

VIA:	Gina A. Potter, Ed.D.	FROM:
	Superintendent	Business Services
		Marilyn Adrianzen, Chief Business Official

#### AGENDA ITEM: APPOINTMENT OF DIRECTORS TO THE SAN YSIDRO SCHOOLS PUBLIC FINANCING CORPORATION

#### **BACKGROUND INFORMATION:**

The San Ysidro Schools Public Financing Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law for public purposes. No person shall be eligible to serve as a member of the Board of Directors of this Corporation except a person initially approved by resolution or minute order of the Governing Board of the San Ysidro School District.

Under the following provisions of the Corporation's Bylaws, the Corporation's Board of Directors shall:

- <u>Section 3.3 Selection and Term of Office</u> Directors of the Corporation shall be designated by the Governing Board of the San Ysidro School District. Each Director of the Corporation shall hold office for four (4) years and/or until a successor has been designated and qualified.
- <u>Section 3.4 Vacancies</u>

The Directors of the Corporation are also members of the San Ysidro School District's Governing Board.

During the San Ysidro School District Governing Board's organizational meeting held on December 19, 2024, new members were sworn in to serve in the District's Governing Board. The new Board members are being appointed as Directors of the Corporation. *(Related to Mr. Rodolfo Lopez and Ms. Rosaleah Pallasigue's vacancies)* 

#### **RECOMMENDATION:**

Appoint new Board Members, Kenia Peraza, and Martin Arias, as Directors of the San Ysidro Schools Public Financing Corporation.

#### LCAP GOAL AND ACTION/SERVICE (please indicate): Renewal **New** Amendment Ratify Other Financial Implications? Are funds for this item available in the 2024-2025 Budget? Requisition # 🗌 Yes No No T Yes 🗌 No N/A N/A (Amount) (Name of funding source and/or location) Recommended for: Approval Denial Certification Requested Yes No

☐ Informational
X Action

#### SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

2025
)

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

FROM: Business Services

Marilyn Adrianzen, Chief Business Official

X	Informational
	Action

#### AGENDA ITEM: STUDENT ENROLLMENT PROJECTION FOR SCHOOL YEAR 2025-2026

#### **BACKGROUND INFORMATION:**

School enrollment projections are crucial for staffing, budgeting and classroom allocations as school district rely on these numbers to anticipate future needs and plan accordingly. It is reasonable to assume that number of students in a particular grade will depend upon the class-size of this cohort when they were in the immediately preceding grade.

Pursuant to California Education Code 48980(h), the governing board of each school district annually reviews the enrollment options available to the pupils within its school district and that the school district strive to make available enrollment options that meet the diverse needs, potential, and interest of the pupils in California.

#### **RECOMMENDATION:**

Information only.

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

🗌 Renewal 🛛 New	Amendment Ratify Other	
Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
🗌 Yes 🛛 No	Yes No	
N/A (Amount)	N/A (Name of funding source and/or location)	
Recommended for:	Approval Denial Certification Requested	Yes No

#### 2025-2026 Projected Enrollment San Ysidro School District

(Does not include SDC)

School Year			тк	к	1	2	3	4	5	6	7	8	Total	Diff	% Change
2023-24 CBEDS w/o SDC			114	360	406	402	436	455	456	455	411	457	3,952	-69	-1.72%
2024-25 Enrollment as of 01-17-25			146	352	377	430	400	434	466	449	433	403	3,890	-62	-1.57%
2025-26 Projected Enrollment			150	359	359	382	433	403	437	466	409	423	3,821	-69	-1.77%
2024-25 Current FTE			8.00	17.00	15.00	18.00	17.00	18.00	18.00	16.00	30.	00	157.00	158.00	FTE
2025-26 Projected FTE			8.00	14.96	14.96	15.92	18.04	14.39	15.61	16.64	29.	00	147.52	149.00	FTE
2025-26 Projected FTE (K-3 FTE Rounded)			8.00	15.00	16.00	15.00	20.00	14.39	15.61	16.64	29.	00	149.64	150.00	FTE
					Grades			Grades			Grades 7				
Average Student Teacher Ratio	TK***	10 or 20	K	24	1-3	24		4-6	28		8	32			

\*\*Unknown Variables: Mobility, TK and Kindergarten \*\*\*TK ratio: 10:1 or 20:1 with one additional adult

#### SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO:	Governing Board	<b>BOARD MEETING DATE:</b> February 6, 2025				
VIA:	Gina A. Potter, Ed.D. Superintendent	<b>FROM:</b> Human Resources Efrain Burciaga, Director	□ Informational ⊠ Action			

#### AGENDA ITEM: OPEN PUBLIC HEARING – SAN YSIDRO EDUCATION ASSOCIATION'S INITIAL PROPOSAL TO SAN YSIDRO SCHOOL DISTRICT FOR SUCCESSOR CONTRACT NEGOTIATIONS

#### **BACKGROUND INFORMATION:**

Section 3457 of Article 8 of Chapter 10.7 of the California Government Code requires that the Board of Education adopt the San Ysidro Education Association's initial ("sunshine") proposal to employee organizations at a public meeting prior to the start of negotiations.

Before doing so the public must be given the opportunity to become informed on the proposal and have the opportunity to express their views on the issues to the public-school employer.

Under the provisions of the current contract between the Board of Education and the San Ysidro Education Association, it is now appropriate for the Board to offer public comment on the San Ysidro Education Association's initial ("sunshine") proposal for the sole purpose of reopening Article 8: Leaves, Article 9: Class Size, Article 10: Hours, and Article 13: Safety Conditions, Article 17: Consultation/Workload, and Article 18: Compensation and Fringe Benefits.

The areas of negotiation are broad but limited. Government Code section 3543.2(a)(1) states that:

The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. "Terms and conditions of employment" mean health and welfare benefits as defined by Section 53200, leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8, the layoff of probationary certificated school district employees, pursuant to Section 44959.5 of the Education Code, and alternative compensation or benefits for employees adversely affected by pension limitations pursuant to former Section 22316 of the Education Code, as that section read on December 31, 1999, to the extent deemed reasonable and without violating the intent and purposes of Section 415 of the Internal Revenue Code.

#### **RECOMMENDATION:**

Accept the initial proposals of the San Ysidro Education Association to open the collective bargaining agreement with the San Ysidro School District for the sole purpose of reopening Article 9: Class Size, Article 13: Safety Conditions, Article 17: Consultation/Workload, and Article 18: Compensation and Fringe Benefits.

1. Motion for the Board of Education to offer for public review and comment the attached initial ("sunshine") proposal to the contract between San Ysidro Education Association and the San Ysidro School District consisting of Article 8: Leaves, Article 9: Class Size, Article 10: Hours, and Article 13: Safety Conditions, Article 17: Consultation/Workload, and Article 18: Compensation and Fringe Benefits. and

2. Motion for the Board of Education to direct the posting of notice of a public hearing on the initial ("sunshine") proposal and said public hearing to be held on and be open to public comment at the Board of Education meeting on February 6, 2025.

LCAP GOAL AND ACTION/SERVICE (please indicate): Goal #1: Student Achievement – 1.5 Staffing							
□ Renewal ⊠ New Financial Implications?	□ Amendment □ Ratify □ Other Are funds for this item available in the 2024-2025 Budget?	Requisition #					
□ Yes	□ Yes □ No						
(Amount)	(Name of funding source and/or location)						
Recommended for:	$\square$ Approval $\square$ Denial Certification Requested $\square$	Yes 🗆 No					

#### San Ysidro Education Association's Sunshine Proposal for 2025-2026

The San Ysidro Education Association is committed to supporting and advocating for our unit members, who have devoted their lives to educating and helping students succeed. Our objective is to ensure that our unit members have the respect and the rights that they deserve and which are mandated under the California Education Code and the Educational Employment Relations Act (EERA).

The Association believes that it is crucial for our members to be provided with a secure, safe, equitable, and intimidation-free work environment. Unit members must be fairly and adequately compensated for their continued dedication to academic excellence.

Educational professionals who are in direct contact with students on a daily basis play a vital role in students' academic success and achievements. In order for unit members to adequately plan lessons and prepare instructional materials, it is important that the district provide unit members with an accurate and timely work calendar with sufficient preparation that will allow for instructional time to be utilized effectively.

The Association believes that in order for the District to stand by its mission of providing "Quality education and opportunity for all students to succeed," they must support the unit members who have the responsibility of working directly with students. We hope this contract will help recruit and retain quality teachers.

To that effect, in accordance with Article 27, TERM, Section B, of the Collective Bargaining Agreement, the Association presents this Sunshine Proposal to open the following articles in the Collective Bargaining Agreement.

Article 8: LEAVES

Seeking for equitable leaves for new parents

Article 9: CLASS SIZE

Seeking to create class sizes and assignments that allow for a positive learning environment

Article 10: HOURS

Seeking to ensure that members are provided enough time to prepare/plan so they can create a positive learning environment

Article 13: SAFETY CONDITIONS

Seeking to improve and ensure that safety issues are a priority, are consistent, and fair to all unit members

Article 17: CONSULTATION/WORKLOAD

Seeking to ensure members are properly trained in all new curriculum in a timely manner and that workload is balanced and reasonable

#### Article 18: COMPENSATION AND FRINGE BENEFITS

Seeking fair and equitable compensation and benefits

The Association reserves the right to amend or supplement this sunshine proposal as needed or required by the EERA.

#### SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO:	Governing Board	<b>BOARD MEETING DATE:</b> February 6, 2025			
VIA:	Gina A. Potter, Ed.D. Superintendent	<b>FROM:</b> Human Resources Efrain Burciaga, Director	□ Informational ⊠ Action		

#### AGENDA ITEM: CLOSE PUBLIC HEARING – SAN YSIDRO EDUCATION ASSOCIATION'S INITIAL PROPOSAL TO SAN YSIDRO SCHOOL DISTRICT FOR SUCCESSOR CONTRACT NEGOTIATIONS

#### **BACKGROUND INFORMATION:**

Section 3457 of Article 8 of Chapter 10.7 of the California Government Code stipulates that a reasonable time elapse after the submission to open the proposal to allow for public comment. The public hearing was opened during the regular board meeting on February 6, 2025.

#### **RECOMMENDATION:**

Close Public Hearing for the San Ysidro Education Association to open Article 8: Leaves, Article 9: Class Size, Article 10: Hours, and Article 13: Safety Conditions, Article 17: Consultation/Workload, and Article 18: Compensation and Fringe Benefits with the San Ysidro School District for successor negotiations.

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

Goal #1: Student Achievement - 1.5 Staffing

□ Renewal	🛛 New	□ Amendment	□ Ratify	□ Other	
Financial Im	plications?	Are funds for	this item avail	able in the 2024-2025 Budget?	 Requisition #
□ Yes	🛛 No	□ Yes	□ No		
<b></b>		<b></b>			
(Amo	ount)	(Name o	f funding sourc	e and/or location)	
Recomme	ended for:	Approval	Denial	l Certification Requested	□ No
Recomm	mucu 101.			i Certification Requested	



# PERSONNEL

#### SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO:	Governing Board	BOARD MEETING DATE: February 6, 2025				
VIA:	Gina A. Potter, Ed.D. Superintendent	<b>FROM:</b> Human Resources Efrain Burciaga, Director	□ Informational ⊠ Action			

# AGENDA ITEM:RESOLUTION NO. 24/25-0024 AUTHORIZING THE TEACHING<br/>ASSIGNMENT OF A MULTIPLE SUBJECT TEACHER TO A SINGLE<br/>SUBJECT CLASS PURSUANT TO EDUCATION CODE SECTION 44256(b)

#### **BACKGROUND INFORMATION:**

Annually, the District is required by the California Education Code Section 44256(b) to certify that teachers have met legal requirements to be authorized to teach in certain departmentalized subject areas. Teachers, whose credential authorizations cover the subject matter they are teaching, are not required to be confirmed through Board resolution. However, the Education Code does require resolutions for certain teachers as outlined below:

Education Code 44256(b) resolutions are for teachers whose multiple subject or standard elementary credentials do not authorize the subject they are teaching, but they have a total of 6 upper division units or 12 semester units in the subject to be taught.

The resolution is to satisfy code requirements for the 2024-2025 school year. The following employee is affected by this resolution:

• Eriberto Garcia – San Ysidro Middle School – Computer Science

#### **RECOMMENDATION:**

Approve/ratify the adoption of Resolution No. 24/25-0024 authorizing the teaching assignment of a multiple subject teacher to a single subject class pursuant to Education Code Section 44256(b)

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

Goal #1: Student Achievement - 1.5 Staffing

🗆 Renewal 🛛 🛛	New 🗆	] Amendment	🛛 Ratify	□ Other			
Financial Implication	ons?	Are funds for	this item avail	lable in the 2024-2025 Budg	get?	Requisition #	
🛛 Yes 🗆 No		🛛 Yes	□ No				
(Amount)		(Name of	funding source	ce and/or location)			
(Allount)		(Name of	Tunung sourc	te and/or location)			
Recommended	l for:	Approval	🗆 Denia	1 Certification Re	quested 🛛 Ye	s 🗆 No	

#### SAN YSIDRO SCHOOL DISTRICT

#### **RESOLUTION NO. 24/25-0024**

#### **RESOLUTION AUTHORIZING ASSIGNMENT TO SINGLE SUBJECT CLASS**

**WHEREAS,** California Education Code Section 44256(b) states: "Multiple subject instruction" means the practice of assignment of teachers and students for multiple subject matter instruction, as is commonly practiced in California elementary schools and as is commonly practiced in early childhood education.

The holder of a multiple subject teaching credential or a standard elementary credential who has completed 20 semester hours of coursework or 10 semester hours of upper division or graduate coursework approved by the commission at an accredited institution in any subject commonly taught in grades 9 and below shall be eligible to have that subject appear on the credential as authorization to teach the subject in departmentalized classes in grades 9 and below. The governing board of a school district by resolution may authorize the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade 9, provided that the teacher has completed at least 12 semester units, or six upper division or graduate units, of coursework at an accredited institution in each subject to be taught. The authorization shall be with the teacher's consent. However, the commission, by regulation, may provide that evidence of additional competence is necessary for instruction in particular subjects, including, but not limited to, foreign languages. The commission may establish and implement alternative requirements for additional authorizations to the multiple subject credential on the basis of specialized needs.

WHEREAS, the San Ysidro School District has a need for a qualified single subject teacher.

**WHEREAS,** Mr. Eriberto Garcia meets the requirements established by California Education Code Section 44256(b). Mr. Garcia holds a Multiple Subject Credential and has completed at least twelve (12) semester units of course work in the field of Math.

**WHEREAS**, Mr. Garcia is currently a classroom teacher assigned to teach a single subject class (Math - Computer Science) at the San Ysidro Middle School in grades 7 and 8 during 2024-2025 school year; and

**WHEREAS,** Mr. Garcia has given his written consent to be assigned to a single subject position (Math – Computer Science) for school year 2024-2025;

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Board that it hereby authorizes the San Ysidro School District to assign Mr. Eriberto Garcia to the aforementioned teaching assignment for the 2024-2025 school year, pursuant to the provisions of California Education Code Section 44256(b).

**ADOPTED** by the Governing Board of the San Ysidro School District at a regular meeting of said Board on February 6, 2025 by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA ) ) SS COUNTY OF SAN DIEGO )

I, <u>Irene Lopez</u>, Clerk to the Governing Board, do hereby certify that the above and foregoing is a full, true and correct copy of a resolution passed and adopted by the said Board at a regular and conducted meeting held on said date.

Irene Lopez Clerk to the Governing Board



### **Efrain Burciaga Director of Human Resources**

4350 Otay Mesa Road, San Ysidro, CA 92173 (619) 428-4476 Ext. 3012 Efrain.Burciaga@sysdschools.org

My signature below confirms that I have consented to the following assignment for the 2024/2025 school year:

#### **Computer Science**

Eriberto Garcia Print Name

Signature

01/23/2025 Date

#### SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO:	Governing Board	BOARD MEETING DATE: February 6, 2025	
VIA:	Gina A. Potter, Ed.D. Superintendent	<b>FROM:</b> Human Resources Efrain Burciaga, Director	□ Informational ⊠ Action

## AGENDA ITEM: AGREEMENT BETWEEN LIANA DAVIS AND THE SAN YSIDRO SCHOOL DISTRICT

#### **BACKGROUND INFORMATION:**

Administration recommends approval/ratification for the agreement between Liana Davis and the San Ysidro School District. Effective as early as February 3<sup>rd</sup>, 2025 – June 30<sup>th</sup>, 2025, Ms. Davis agrees to accept to a full-time voluntary out of class transfer to serve as Acting Assistant Principal for Vista Del Mar.

#### **RECOMMENDATION:**

Approve/Ratify the agreement between Liana Davis and the San Ysidro School District regarding Ms. Davis full-time voluntary out of class transfer as Acting Assistant Principal for Vista Del Mar.

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

Goal #1: Student Achievement – 1.5 Staffing

□ Renewal	🛛 New	□ Amendment ■	A Ratify	□ Other		
Financial Imp	plications?	Are funds for thi	s item availał	ble in the 2024-2025 Budget?		Requisition #
🛛 Yes	□ No	🛛 Yes	□ No			
SAP 102 / Ran (Amo		(Name of fu	nding source	and/or location)		
Recomme	ended for:	Approval [	□ Denial	Certification Requested	🛛 Yes	□ No

#### <u>AGREEMENT</u> <u>BETWEEN LIANA DAVIS</u> <u>AND</u> THE SAN YSIDRO SCHOOL DISTRICT

This Agreement ("Agreement") is entered into by Liana Davis ("EMPLOYEE") and the San Ysidro School District ("DISTRICT")

#### RECITALS

This Agreement is based upon the following facts and/or understandings:

WHEREAS, DISTRICT has expressed an interest in EMPLOYEE working on a full-time basis as Acting Assistant Principal of Vista Del Mar as early as February 3<sup>rd</sup>, 2025 to June 30<sup>th</sup>, 2025 or until the permanent Assistant Principal is back in place, whichever is sooner.

NOW, THEREFORE, in consideration for the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

- 1. This is a one-time, non-precedent-setting agreement. Nothing herein shall be interpreted as evidence or establishment of any practice or policy.
- Effective as early as February 3<sup>rd</sup>, 2025 June 30<sup>th</sup>, 2025, or until DISTRICT permanent Assistant Principal is back in place, whichever is sooner, EMPLOYEE agrees to accept a full-time voluntary out of class transfer to serve as Acting Assistant Principal of Vista Del Mar. EMPLOYEE will be placed on the salary schedule for Assistant Principal at Step 2 Range 2 for the time she works out of class as Assistant Principal.
- 3. EMPLOYEE acknowledges that this provision shall serve as written notice pursuant to Education Code 45951 that she may be released from her part-time administrative assignment under this contract at any time during the school year by the District. This shall also serve as written notice that EMPLOYEE will be released from her administrative assignment pursuant to this agreement at the end of 2024-2025 school year if she has not already been released pursuant to the terms of this provision. EMPLOYEE will be placed back in her teaching position upon her release from the Acting Assistant Principal position.
- 4. EMPLOYEE represents and agrees that she has carefully read and fully understands all of the provisions of the Agreement, that she is voluntarily entering into this Agreement, and that she has the capacity to enter into this Agreement.
- 5. Each party acknowledges and agrees that in signing this Agreement, that party is not relying on any promises or representations that are not expressly contained herein.

- 6. This Agreement, in writing, constitutes the entire agreement of settlement and release between the parties, and there are no other agreements expanding or modifying its terms.
- 7. The parties agree that this Agreement constitutes the full and complete resolution of this issue.
- 8. The parties agree to promptly perform any additional acts required to affect their intentions to fully settle the disputes described above.

LIANA DAVIS

Date

GINA POTTER, SUPERINTENDENT

Date



# CURRICULUM AND INSTRUCTION

#### SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**BOARD MEETING DATE:** February 6, 2025

	e		5
VIA:	Gina A. Potter, Ed.D.	FROM:	
	Superintendent	Educational Services	Informational
	-	Manuel Bojorquez, Assistant	Action
		Superintendent	

#### AGENDA ITEM: APPROVAL OF SCHOOL ACCOUNTABILITY REPORT CARDS (SARC) FOR 2024-2025

#### **BACKGROUND INFORMATION:**

Governing Board

TO:

In November 1988, California voters passed <u>Proposition 98</u>, also known as *The Classroom Instructional Improvement and Accountability Act*. This ballot initiative provides California's public schools with a stable source of funding. In return, all public schools in California are required annually to prepare the School Accountability Report Cards (SARCs) and disseminate them to the public. SARCs are intended to provide the public with valuable information about each public school and to communicate a school's progress in achieving its goals.

SARC content requirements: State and Federal laws require specific items to be reported in the following categories: • demographic information, • school safety and climate for learning, • academic data, • school completion, • class size, teacher, and staff information, • curriculum and instruction, • postsecondary preparation and • fiscal and expenditure data, pursuant to *EC* Sections 33126, 33126.1, 35256, and 52052, and Public Law 107-110 Section 1111(h) (2). Also, schools are required to have an annual facility inspection and this information needs to be reflected on the SARC in accordance with *EC* Sections 33126 and 33126.1.

-SARC reports under separate cover-

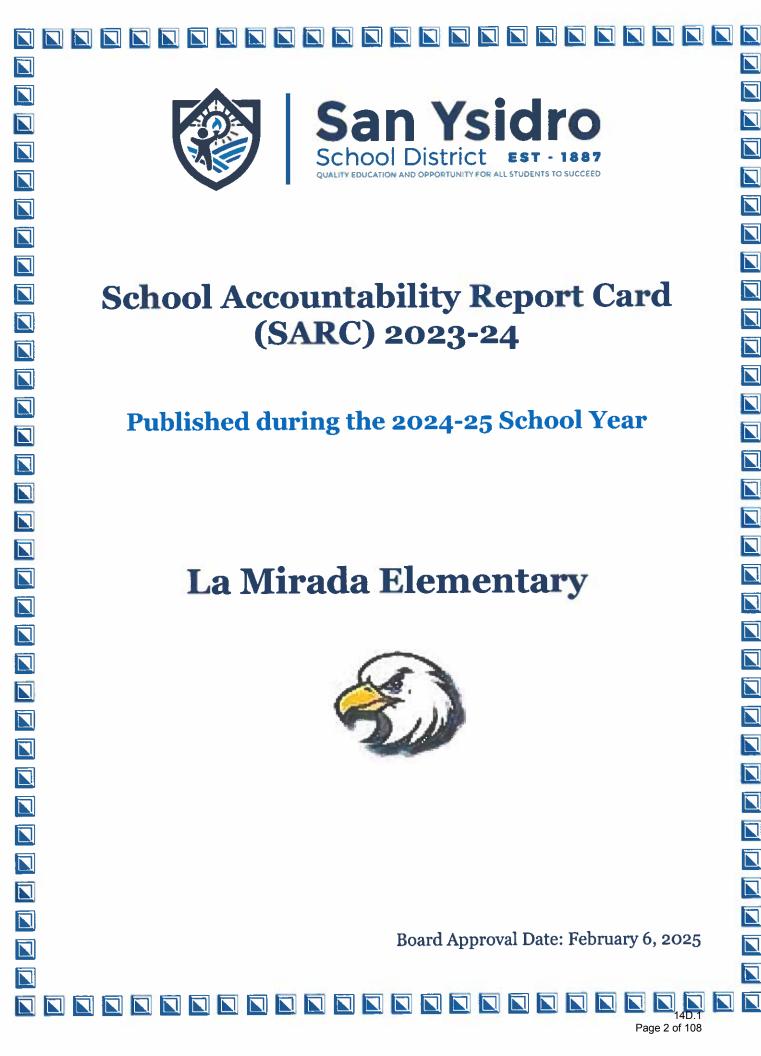
#### **RECOMMENDATION:**

Approve/Ratify the publication of the School Accountability Report Cards for our seven schools for the 2024-25 school year.

#### LCAP GOAL AND ACTION/SERVICE:

Goal #3: Parent Engagement ~ Action 3.4: Improve communication between home and school, enhance websites, provide
updates on student progress, and notify parents about district and school events. Ensure access to families with language support

🗌 Renewal	🛛 New	Amendment 🛛 Ratify 🗌 Other	
Financial Im	plications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
Series Yes	🛛 No	I Yes I No	
N/ (Amo		(Name of funding source and/or location)	
Recomme	ended for:	Approval Denial Certification Requested	Yes No





# **School Accountability Report Card** (SARC) 2023-24

Published during the 2024-25 School Year

# La Mirada Elementary



Board Approval Date: February 6, 2025

Page 2 of 108



San Ysidro 4350 Otay Mesa Road San Ysidro, CA 92173 • www.sysdschools.org School District 57 - 1867 Gina A. Potter, Ed.D., Superintendent • gina.potter@sysdschools.org • Gina A. Potter, Ed.D., Superintendent • gina.potter@sysdschools.org • (619) 428-4476

# SARC

2023-24 School Accountability Report Card Published in 2024-25





# La Mirada Elementary School

Grades TK-6 CDS Code 37-68379-608900

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Amazing things happen at La Mirada!

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#### Principal's Message

I would like to thank you for taking the time to explore our School Accountability Report Card (SARC). As principal, I am proud of the La Mirada Elementary School community, which includes our teachers, parents, students, support staff and volunteers. Our school community is committed to nurturing a safe environment that encourages self-confidence, responsibility and innovative thinking, while promoting lifelong learning. These accomplishments are achieved through unified efforts as we embrace the uniqueness of all children. Students are viewed as the foundation for a strong community.

As members of this community, it is our obligation to instill the belief that all students can achieve. It is our responsibility to express that every child must have the opportunity for increased academic achievement. We have created a community where all members see individual students as a whole person and seek out additional information in order to characterize overall success.

Our pledge to the La Mirada community is to continue to seek out experiences, which allow us to continuously grow in a positive manner, all in the best interest of student growth. It is our responsibility to define and reassess strengths and weaknesses within our school, and to continue to make changes accordingly. Our commitment is to tap into a variety of resources that allow us the opportunity to enhance our educational program.

It is the belief of La Mirada Elementary School that students can and will excel in an environment that is tailored to their evolving needs. It is because of this belief that we have been able to successfully develop a comprehensive educational program that celebrates and promotes ethnic and cultural diversity; individuality; and emotional, intellectual, and social eminence. We strive to provide students with not only the support and encouragement to accomplish such feats, but the means to do so as well.

In our longstanding tradition of excellence, we maintain a commitment to our students, parents, community members and staff to provide the best educational experience possible. We renew this commitment yearly in hopes that together, we will continue to improve our effectiveness in educating the students of today, preparing them to become productive citizens of tomorrow. It is in light of this fact that we welcome any suggestions, ideas or comments you may have.

We will continue to challenge ourselves to increase academic achievement. We will continue to reflect on the road toward our success and maintain our persistence to examine the past and the present in order to continue to make positive gains toward the future. We recognize our primary focus for all our students is to assist them in tapping into their individualized efforts and strengths. Our commitment is to band together, celebrate our diligence, and put forth all energies to continue down this path of excellence. Thank you for assisting La Mirada Elementary School in making our students' experience here productive, memorable and enjoyable.

#### School Mission Statement

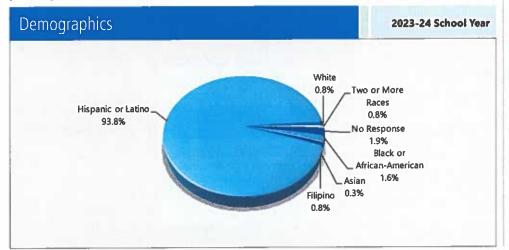
La Mirada school is a community that provides an education that challenges, empowers, and equips our students to become well rounded global citizens through good decisions, solving problems and showing respect.

#### School Vision Statement

We believe that a happy child is a successful one. We are committed to providing a positive, safe and stimulating environment for children to learn, where all are valued. We intend that all children should enjoy their learning, achieve their potential and become independent life-long learners and well-rounded global citizens.

#### Enrollment by Student Group

The total enrollment at the school was 368 students for the 2023-24 school year. The pie chart displays the percentage of students enrolled in each group.



#### TRANSCEND



#### School Accountability Report Card

In accordance with state and federal requirements, the School Accountability Report Card (SARC) is put forth annually by all public schools as a tool for parents and interested parties to stay informed of the school's progress, test scores and achievements.

#### **District Mission Statement**

The mission of the San Ysidro School District:

Quality education and opportunity for all students to succeed.

#### **District Vision Statement**

The San Ysidro School District, in partnership with our teachers and community, is committed to providing a high-quality, multicultural learning environment that promotes academic excellence, social responsibility, and physical and emotional well-being for all students.

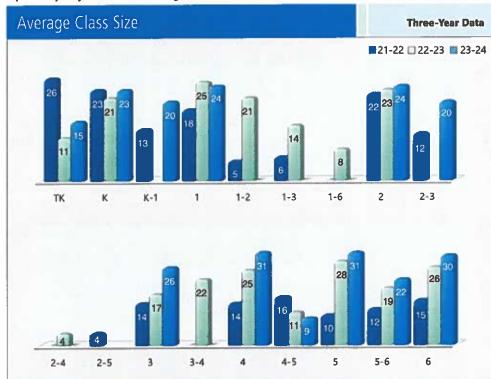
#### School Board

Zenaida Rosario, President Antonio Martinez, Vice President Irene Lopez, Clerk Martin Arias, Member Kenia Peraza, Member



### **Class Size Distribution**

The bar graphs display the three-year data for average class size, and the table displays the three-year data for the number of classrooms by size. The number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.



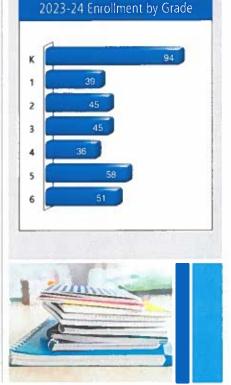
Number of Classrooms by Size								hree-Yea	r Data			
		2021-22			2022-23		2023-24					
Grade		Number of Students										
	1-20	21-32	33+	1-20	21-32	33+	1-20	21-32	33+			
тк		1		3			3	1				
ĸ		1			2			1				
K-1	2						1	1				
1	1				1	lane h		1	11			
1-2	1			1	1				1			
1-3	2			1		1						
1-6				1								
2	the second	1	6.00		1		2.1.3	1				
2-3	2						1	1				
2-4				1			0.80					
2-5	1	-	1									
3	1	1	8	1	1	-		1				
3-4				1	1							
4	1	1	- contractor		1	I want		1				
4-5	1	1		2			1					
5	2	1			1	- warde		1				
5-6	1		1	2	1		1	1				
6	1	2	1		1			1				

### Enrollment by Student Group

Demographics								
2023-24 School Year								
Female	46.70%							
Male	53.00%							
Non-Binary	0.30%							
English learners	51.90%							
Foster youth	0.80%							
Homeless	20.10%							
Migrant	0.00%							
Socioeconomically Disadvantaged	67.10%							
Students with Disabilities	25.00%							

### Enrollment by Grade

The bar graph displays the total number of students enrolled in each grade for the 2023-24 school year.

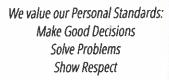


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### Suspensions and Expulsions

This table shows the school, district, and state suspension and expulsion rates collected between July through June, each full school year respectively. Note: Students are only counted one time, regardless of the number of suspensions.

Suspensions and Expulsions								Three-Ye	ar Data
	La Mirada ES			San Ysidro SD			California		
	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24
Suspension rates	0.60%	1.20%	0.00%	2.50%	3.00%	3.10%	3.20%	3.60%	3.30%
Expulsion rates	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.10%	0.10%	0.10%



# Professional Development

All curriculum and instructional improvement activities at San Ysidro School District are aligned to the California Common Core State Standards and frameworks. The district professional-development program provides opportunities for teachers and support staff to implement the district's core curriculum for all students, update subject-area expertise, use data to plan instructional improvement strategies and acquire new instructional strategies for use in the classroom. Additionally, teachers and support staff have the opportunity to participate in conferences, districtwide professional development throughout the year focusing on Common Core State Standards implementation and specific training to support English language learners and students with special needs.

At the site level each year, targeted professional-improvement activities are provided for teachers and support staff that reflect the specific school goals and objectives reflected in the school site plan such as: Professional Learning Community (PLC); Grade Level Collaborations as well as various conferences and workshops, such as Association of California School Administrators (ACSA) Leadership Summit, Project GLAD training, AVID Institutes, CABE Summer Institute, CABE Dual Language Teacher Academy, Universal Design for Learning Sessions, WRITE Foundations Trainings, Middle School Math Trainings from San Diego County Office of Education, TK-2 Math Training Sessions from Emily Stewart, as well as training sessions for the newly adopted instructional materials (Twig Science, and Savvas, CA History Social Science myWorld Interactive).

dedicated to	of school days staff development Jous improvement
2022-23	125
2023-24	130
2024-25	130

### Suspensions and Expulsions by Student Group

Suspensions and Expulsions by Studer	nt Group	2023-24 School Yea		
Student Group	Suspensions Rate	Expulsions Rate		
All Students	0.00%	0.00%		
Female	0.00%	0.00%		
Male	0.00%	0.00%		
Non-Binary	0.00%	0.00%		
American Indian or Alaska Native	0.00%	0.00%		
Asian	0.00%	0.00%		
Black or African American	0.00%	0.00%		
Filipino	0.00%	0.00%		
Hispanic or Latino	0.00%	0.00%		
Native Hawailan or Pacific Islander	0.00%	0.00%		
Two or More Races	0.00%	0.00%		
White	0.00%	0.00%		
English Learners	0.00%	0.00%		
Foster Youth	0.00%	0.00%		
Homeless	0.00%	0.00%		
Socioeconomically Disadvantaged	0.00%	0.00%		
Students Receiving Migrant Education Services	0.00%	0.00%		
Students with Disabilities	0.00%	0.00%		

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### California Physical Fitness Test

Each spring, all students in grades 5, 7 and 9 are required to participate in the California Physical Fitness Test (PFT). The Fitnessgram is the designated PFT for students in California public schools put forth by the State Board of Education. Encouraging and assisting students in establishing lifelong habits of regular physical activity is the primary goal of the Fitnessgram. The table shows the percentage of students participating in each of the five fitness components for the most recent testing period. For more detailed information on the California PFT, please visit www.cde.ca.gov/ta/tg/pf.

Califo	rnia Physical F	itness Test		202	3-24 School Yea
Percenta	ge of Students Par	ticipating In Each	Of The Five Fitness	Components	
	Component 1:	Component 2:	Component 3:	Component 4:	Component 5:
Grade	Aerobic Capacity	Abdominal Strength and Endurance	Trunk Extensor and Strength and Flexibility	Upper Body Strength and Endurance	Flexibility
5	93.2%	94.9%	96.6%	94.9%	96.6%

### Chronic Absenteeism by Student Group

Chronic Absenteeism by Stud	2023-2	4 School Year		
Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
Ali Students	408	395	159	40.30%
Female	185	183	75	41.00%
Male	223	212	84	39.60%
Non-Binary	0	0	0	0.00%
American Indian or Alaska Native	0	0	0	0.00%
Asian	0	0	0	0.00%
Black or African American	11	11	6	54.50%
Filipino	0	0	0	0.00%
Hispanic or Latino	375	366	148	40.40%
Native Hawaiian or Pacific Islander	0	0	0	0.00%
Two or More Races	0	0	0	0.00%
White	0	0	0	0.00%
English Learners	213	207	90	43.50%
Foster Youth	0	0	0	0.00%
Homeless	76	76	39	51.30%
Socioeconomically Disadvantaged	338	330	140	42.40%
Students Receiving Migrant Education Services	0	0	0	0.00%
Students with Disabilities	123	117	50	42.70%



### Types of Services Funded

San Ysidro School District received state and federal funding for the following categorical, special education and support programs:

### Federal funds

- Every Student Success Act (ESSA): Title I, Part A
- Special Ed: IDEA Basic Local Assistance Entitlement, Part B, Section 611
- Special Ed: IDEA Preschool Grants, Part B, Sec 619
- Special Ed: IDEA Mental Health Allocation Plan, Part B, Sec 611
- Special Ed: IDEA Preschool Staff
   Development, Part B, Sec 619
- ESSA: Title II, Part A, Supporting Effective Instruction
- ESSA: Title III, Limited English Proficiency (LEP) Student Program
- ESSA: Title IV, Part A, Student Support and Academic Enrichment Grants
- ESSA: Education for Homeless Children and Youth, Subtitle VII-B McKinney-Vento Act
- Elementary and Secondary School Emergency Relief (ESSER) Fund

### State funds

- Lottery Unrestricted
- Lottery Instructional Materials
- Local Control Funding Formula
- Education Protection Account
- Expanded Learning Opportunities
   Program (ELOP)
- Expanded Learning Opportunities
   Grant
- Educator Effectiveness Block Grant
- Special Education: Assembly Bill (AB)
   602
- Special Education: Learning Recovery
   Support
- Special Education: State Mental Health Services
- Special Education: Early Intervention Preschool Grant
- After School Education and Safety (ASES) programs



### Statewide Assessments

Statewide assessments (i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAS] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

- 1. Smarter Balanced Summative Assessments and CAAs for ELA in grades three through eight and grade eleven.
- 2. Smarter Balanced Summative Assessments and CAAs for mathematics in grades three through eight and grade eleven.
- 3. California Science Test (CAST) and CAAs for Science in grades five, eight, and once in high school (i.e., grade 10, 11 or 12).



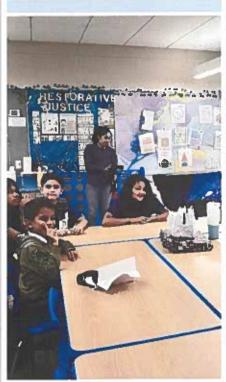
The table below shows the percent of students meeting or exceeding the State standard on the CAASPP— California Science Test (CAST) and the California Alternate Assessment for Science (CAA for Science) for grades 5, 8 and once in high school (i.e., grade 10, 11 or 12).

Percentage of Stud	dents Meeting or Ex	ceeding St	ate Standa	ard	Two	-Year Data
	La Mir	rada ES	San Ysidro SD		Calif	ornia
Subject	22-23	23-24	22-23	23-24	22-23	23-24
Science	4.76%	23.73%	18.22%	18.53%	30.29%	30.73%

### CAASPP Test Results in ELA and Mathematics for All Students

The table below shows the percent of students meeting or exceeding the State standards on the California Assessment of Student Performance and Progress (CAASPP) Smarter Balanced Summative Assessments and California Alternate Assessments (CAAs) for English language arts/literacy (ELA) and mathematics for grades 3-8 and 11.

Subject	La Mirada ES		San Ysidro SD		California	
	22-23	23-24	22-23	23-24	22-23	23-24
English language arts/literacy	20%	28%	35%	35%	46%	47%
Mathematics	14%	23%	24%	26%	34%	35%





### CAASPP by Student Group: Science, English Language Arts and Mathematics

The tables on the following pages display the percentage of students that met or exceeded state standards in science, English language arts/literacy and mathematics for the school by student groups.

The "percentage met or exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard on the CAA divided by the total number of students who participated in both assessments.

Note: The number of students tested includes all students who participated in the test whether they received a score or not. However, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

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# CAASPP Test Results by Student Group: Science (grade 5)

Science				Science										
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded									
All students	59	59	100.00%	0.00%	23.73%									
Female	21	21	100.00%	0.00%	9.52%									
Male	38	38	100.00%	0.00%	31.58%									
American Indian or Alaska Native	٠	\$	٠	*	*									
Asian	\$	\$	٠	*	*									
Black or African American	¢	٠	٠	*	*									
Filipino	*	*	*	*	*									
Hispanic or Latino	55	55	100.00%	0.00%	25.45%									
Native Hawaiian or Pacific Islander	*	*	*	*	*									
Two or more races	*	•	٠	\$	*									
White	\$	\$	٠	*	*									
English Learners	20	20	100.00%	0.00%	15.00%									
Foster Youth	*	*	*	٠	*									
Homeless	16	16	100.00%	0.00%	12.50%									
Military	*	*	*	*	*									
Socioeconomically disadvantaged	49	49	100.00%	0.00%	24.49%									
Students receiving Migrant Education services	*	*	*	\$	*									
Students with Disabilities	16	16	100.00%	0.00%	18.75%									

Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.





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# CAASPP Test Results by Student Group: English Language Arts (grades 3-6)

Percentage of Students Meeting or E				CONTRACTOR OF STREET, ST. OF S	
English Language Arts Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	191	186	97.38%	2.62%	28.49%
Female	91	88	96.70%	3.30%	29.55%
Male	100	98	98.00%	2.00%	27.55%
American Indian or Alaska Native	*	*	۵	\$	*
Asian	\$	\$	¢	*	\$
Black or African American	•	*	4	•	*
Filipino	*	\$	\$	\$	*
Hispanic or Latino	179	174	97.21%	2.79%	26.44%
Native Hawaiian or Pacific Islander	*	*	*	*	\$
Two or more races	*	*	*	٠	\$
White	\$	*	*	\$	*
English Learners	81	76	93.83%	6.17%	13.16%
Foster Youth	\$	\$	4	<b>\$</b>	*
Homeless	53	51	96.23%	3.77%	11.76%
Military	*	*	*	*	*
Socioeconomically disadvantaged	157	154	98.09%	1.91%	25.32%
Students receiving Migrant Education services	*	*	\$	\$	*
Students with Disabilities	54	54	100.00%	0.00%	11.11%

Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.





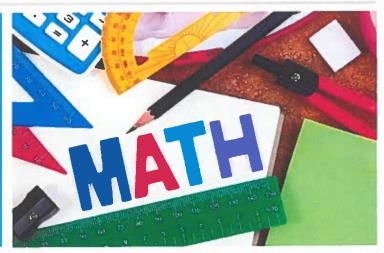
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# CAASPP Test Results by Student Group: Mathematics (grades 3-6)

Mathematics									
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded				
All students	191	189	98.95%	1.05%	22.75%				
Female	91	89	97.80%	2.20%	17.98%				
Male	100	100	100.00%	0.00%	27.00%				
American Indian or Alaska Native	\$	\$	•	•	•				
Asian	*	*	٠	*	*				
Black or African American	\$	٠	٠	*	*				
Filipino	*	*	*	*	*				
Hispanic or Latino	179	177	98.88%	1.12%	20.90%				
Native Hawaiian or Pacific Islander	\$	*	٠	\$	4				
Two or more races	\$	\$	\$	\$	٠				
White	*	*	٠	\$	*				
English Learners	81	79	97.53%	2.47%	11.39%				
Foster Youth	*	*	*	\$	*				
Homeless	53	52	98.11%	1.89%	15.38%				
Military	*	*	*	•	*				
Socioeconomically disadvantaged	157	155	98.73%	1.27%	21.29%				
Students receiving Migrant Education services	*	*	\$	*	\$				
Students with Disabilities	54	54	100.00%	0.00%	7.41%				

Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.





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### Textbooks and Instructional Materials

San Ysidro School District held a public hearing on September 12, 2024, determining sufficiency of instructional materials at all schools within the district. All schools were found to have sufficient and good-quality textbooks, instructional materials or science lab equipment pursuant to the settlement of Williams v. the State of California.

Students, including English learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education, making the textbooks used in the school the most current available. All teachers review materials approved for use by the state, and a recommendation is made to the board of trustees by a selection committee composed of teachers and administrators.

Textbooks and Ins	024-25 School Yea			
Subject	Subject Textbook			
Reading/language arts	2018			
Reading/language arts	Benchmark Advance (K-6)	2023		
Reading/language arts	Benchmark Steps to Advance (2-6 SDC)	2018		
English Language Development	Benchmark Advance: Asset-Based Access to English- Express (K-6)	2023		
English Language Development	Ready to Advance (TK)	2018		
Mathematics	My Math, McGraw-Hill (TK-5)	2017		
Mathematics	SpringBoard, College Board (6)	2017		
Science/Health	TWIG Science (TK-5)			
Science/Health	CA Inspire Science, McGraw Hill (6)	2023		
History/Social Science	History Social Science CA myWorld Interactive, Savvas (K-5)			
History/Social Science CA History Social Science myWorld Interactive Secondary, Savvas/Pearson (6)				

### **Public Internet Access**

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

### School Safety

The district developed a Comprehensive School Safety Plan in order to comply with Senate Bill 187 of 1997. The plan provides students and staff means to ensure a safe and orderly learning environment. Key elements of the Comprehensive School Safety Plan include child-abuse reporting procedures, teacher notification of dangerous-pupils procedures, disaster-response procedures, procedures for safe entering to and exiting from school, sexual harassment policy, suspension and expulsion policies, dress code and discipline policies.

La Mirada Elementary School places a strong emphasis on safety for students and staff. We review emergency plans frequently. We hold annual training procedures and drills for earthquakes, fire, intruders and bus evacuations according to district requirements. Maintenance staff works with a scheduled preventive program to offset costly repairs. Staff models and reviews safe behaviors and practices with the students regularly. The school safety plan was last reviewed, updated and discussed with the school faculty in January 2025.

### Availability of Textbooks and Instructional Materials

The following lists the percentage of pupils who lack their own assigned textbooks and instructional materials.

Percentage of Studen Lacking Materials by Sul	
2024-25 School Year	
Reading/language arts	0%
Mathematics	0%
Science	0%
History/social science	0%
Visual and performing arts	\$
Foreign language	\$
Health	\$

### **Currency of Textbooks**

This table displays the date when the most recent hearing was held to adopt a resolution on the sufficiency of instructional materials.

Currency of Te	xtbooks
2024-25 Schoo	ol Year
Data collection date	9/12/2024

### **Quality of Textbooks**

The following table outlines the criteria required for choosing textbooks and instructional materials.

Quality of Textbooks	
2024-25 School Year	
Criteria	Yes/No
Are the textbooks adopted from the most recent state- approved or local governing- board-approved list?	Yes



### School Facility Good Repair Status

The table shows the results of the school's most recent inspection using the Facility Inspection Tool (FIT) or equivalent school form. This inspection determines the school facility's good repair status using ratings of good condition, fair condition or poor condition. The overall summary of facility conditions uses ratings of exemplary, good, fair or poor.

School Facility Good Repair Status	2024-25 School Year
Items Inspected	Repair Status
Systems: Gas leaks, sewer, mechanical systems (heating, ventilation an	d HVAC) Good
Interior: Interior surfaces (floors, ceilings, walls and window casings)	Good
Cleanliness: Pest/vermin control, overall cleanliness	Good
Electrical: Electrical systems	Fair
Restrooms/fountains: Restrooms, sinks and drinking fountains	Good
Safety: Fire safety, emergency systems, hazardous materials	Good
Structural: Structural condition, roofs	Good
External: Windows/doors/gates/fences, playgrounds/school grounds	Good
Overall summary of facility conditions	Good
Date of the most recent FIT report	10/22/2024

### **Deficiencies and Repairs**

The table lists the repairs required for all deficiencies found during the site inspection. Regardless of each item's repair status, all deficiencies are listed. For all items inspected that were found to not be in "good repair," a work-order has been created and maintenance will be done before the end of the 2024-25 school year. Maintenance items will be prioritized so that student safety is not compromised.

Deficiencies and F	Repairs 2024-25 School Yes			
Items inspected	Deficiencies and Action Taken or Planned			
Interior	Room 22: Ceiling tile stained; Girls RR: Graffiti.			
Electrical	Rooms 7, 15, 23, 24 and Library: Lights burned out; Room 16: L switch loose, lights out; Room 19: Light out.			

### Parental Involvement

Parents assist the school by volunteering in activities and attending parent meetings. Parents also participate in the School Site Council (SSC) and English Learner Advisory Committee (ELAC).

The community is supportive of the health and well-being of students at La Mirada Elementary School. The San Ysidro School District works with South Bay Community Services (SBCS) and Even Start programs to provide year-round services to parents and children within the community. SBCS services include but are not limited to family and individual counseling, substance abuse, family violence and emergency services. Through Even Start, which focuses on children from birth to age five, the district coordinates services to help parents gain the skills needed to become full partners in the education of their young children. Even Start integrates early-childhood education, adult literacy or adult basic education, and parenting education into a unified family literacy program.

Parents who wish to serve on La Mirada Elementary School's leadership teams may contact the District Parent Advisory Committee (DPAC) representative, Ms. Victoria Quintero at (619)428-4424.

### School Facilities

La Mirada Elementary School provides a safe, clean environment for students, staff and volunteers. The 42,126 square foot campus includes 20 classrooms, originally constructed in 1973, and four relocatable classrooms. The campus also encompasses a cafeteria, library and administrative offices. A turf, updated playground, as well as a game court, serve student recreational activities.

The safety of the students and staff is La Mirada Elementary School's primary concern. All visitors must sign in at the front office and wear identification tags while on school grounds. School staff is on duty during recess, lunch, and before and after school to ensure the safety of all our students. The school's disaster-preparedness plan includes steps for ensuring student and staff safety during a disaster. Fire and disaster drills are conducted on a regular basis throughout the school year.

#### Cleaning Process

The District Governing Board has adopted cleaning standards for all schools in the district. Basic cleaning operations are performed on a daily basis throughout the school year with emphasis on classrooms and restrooms. A joint effort between students and staff helps keep the campus clean and litter-free.

The principal works daily with three custodians to develop sanitation schedules that ensure a clean, safe and functional learning environment.

#### Maintenance and Repair

A scheduled maintenance program is administered by La Mirada Elementary School's custodial staff on a regular basis, with heavy maintenance functions occurring during vacation periods. Additionally, a scheduled maintenance program is administered by San Ysidro School District to ensure school grounds and facilities remain in excellent repair. A work-order process is used when issues arise that require immediate attention. We give emergency repairs the highest priority; repair requests are completed efficiently and in the order in which they are received. At the time of publication, 100% of the restrooms on campus were in good working order.

#### La Mirada Modernization

La Mirada went through a modernization during the months of June to August 2017. Renovations were made in classrooms, bathrooms, the multipurpose room, library and offices. La Mirada also received new furniture and computers. The landscape and parking area are also new. In April 2024, La Mirada installed two new state-of-the-art playgrounds.

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### Teacher Preparation and Placement

These tables display the number and percent of teacher authorization/assignment as well as the total number and percent of teaching positions at the school, district and state levels. For questions concerning the assignment of teachers outside their subject area of competence or the credential status of teachers, visit the California Commission on Teacher Credentialing website at https://www.ctc.ca.gov/.

					All second	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	12.0	80.0%	171.8	93.1%	228,366.1	83.1%
Intern Credential Holders Property Assigned	0.0	0.0%	0.0	0.0%	4,205.9	1.5%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	0.0	0.0%	1.1	0.6%	11,216.7	4.1%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.8	0.4%	12,115.8	4.4%
Unknown	3.0	20.0%	10.7	5.8%	18,854.3	6.9%
Total Teaching Positions	15.0	100.0%	184.5	100.0%	274,759.1	100.0%

Teacher Preparation and Placement					2021-4	22 School Ye
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	14.5	87.9%	181.6	92.2%	234,405.2	84.0%
Intern Credential Holders Property Assigned	0.0	0.0%	1.0	0.5%	4,853.0	1.7%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	2.0	12.1%	11.1	5.6%	12,001.5	4.3%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.2	0.1%	11,953.1	4.3%
Unknown	0.0	0.0%	3.0	1.6%	15,831.9	5.7%
Total Teaching Positions	16.6	100.0%	197.0	100.0%	279,044.8	100.0%

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	21.6	87.8%	179.9	90.8%	231,142.4	83.2%
Intern Credential Holders Property Assigned	0.0	0.0%	2.0	1.0%	5,566.4	2.0%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	2.9	12.1%	9.3	4.7%	14,938.3	5.4%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.2	0.1%	11,746.9	4.2%
Unknown	0.0	0.0%	6.5	3.3%	14,303.8	5.2%
Total Teaching Positions	24.5	100.0%	198.1	100.0%	277,697.8	100.0%

Note: The data in these tables is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned to based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

The data source is the California State Assignment Accountability System (CalSAAS) provided by the Commission on Teacher Credentialing. For information on the CalSAAS, visit the CALPADS web page at https://www.cde.ca.gov/ds/sp/cl/calpadsupdflash201.asp.

For more information on the definitions listed above, refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

### Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

This table displays the number of authorization/assignments of teachers with permits and waivers; misassignments; and vacant positions. For questions concerning the permits, waivers, and misassignment of teachers, visit the California Commission on Teacher Credentialing website at https://www.ctc.ca.gov/.

Teachers Without Credentials and Misassignments		Three-Year Dat		
Authorization/Assignment	2020-21	2021-22	2022-23	
Permits and Waiver	0.0	0.0	0.0	
Misassignments	0.0	2.0	2.9	
Vacant Positions	0.0	0.0	0.0	
Total Teachers Without Credentials and Misassignments	0.0	2.0	2.9	

### California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard. org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

### Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

This table displays the number of credentialed teachers authorized on a permit or waiver and local assignment options. For more information on the definitions listed above, refer to the California Commission on Teacher Credentialing's Administrator's Assignment Manual at https://www.ctc.ca.gov/credentials/manuals.

Credentialed Teachers Assigned Out-of-	Field	The	ree-Year Data
Indicator	2020-21	2021-22	2022-23
Credentialed Teachers Authorized on a Permit or Waiver	0.0	0.0	0.0
Local Assignment Options	0.0	0.0	0.0
Total Out-of-Field Teachers	0.0	0.0	0.0

### **Class Assignments**

This table displays the percentage of misassignments of English learners and teachers with no credential, permit or authorization to teach. Misassignment and vacant teacher position data should be available in the district's personnel office.

Class Assignments	Three-Year Dat		
Indicator	2020-21	2021-22	2022-23
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0.0%	12.5%	10.0%
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0.0%	4.1%	0.0%

#### The data source is the California State Assignment Accountability System (CalSAAS) provided by the Commission on Teacher Credentialing. For information on the CalSAAS, visit the CALPADS web page at https://www.cde.ca.gov/ds/sp/cl/calpadsupdflash201.asp.

For more information on the definitions listed above, refer to the Updated Teacher Equity Definitions web page at https:// www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

# Academic Counselors and School Support Staff

This table displays information about academic counselors and support staff at the school and their full-time equivalent (FTE).

#### Ratio of Pupils to Academic Counselors and School Support Staff Data 2023-24 School Year Ratio **Pupils to Academic** ÷ counselors **Support Staff** FTE Counselor (academic, 0.00 social/behavioral or career development) Library media teacher 0.00 (librarian) Library media services 1.00 staff (paraprofessional) Psychologist 1.00 0.71\* Social worker 0.14\*\* Nurse Speech/language/hearing 1.00 specialist **Resource specialist** 0.00 (nonteaching) Not applicable.

 5 Social Workers for the District to support students with mental health programs and provide Educationally Related Mental Health Services.

\*\* 1 District Nurse to oversee all schools and is available for all students.



### **Financial Data**

The financial data displayed in this SARC is from the 2022-23 fiscal year. The most current fiscal information available provided by the state is always two years behind the current school year and one year behind most other data included in this report. For detailed information on school expenditures for all districts in California, see the California Department of Education (CDE) Current Expense of Education & Per-pupil Spending web page at www.cde.ca.gov/ds/fd/ec. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits web page at www.cde.ca.gov/ds/fd/cs. To look up expenditures and salaries for a specific school district, see the Ed-Data website at www.ed-data.org.

### **District Financial Data**

This table displays district teacher and administrative salary information and compares the figures to the state averages for districts of the same type and size based on the salary schedule. Note: The district salary data does not include benefits.

Salary Data		2022-23 Fiscal Year		
	San Ysidro SD	Similar Sized Distric		
Beginning teacher salary	\$56,942	\$57,838		
Midrange teacher salary	\$85,245	\$90,040		
Highest teacher salary	\$112,613	\$118,647		
Average elementary school principal salary	\$141,711	\$144,638		
Average middle school principal salary	\$140,176	\$148,269		
Superintendent salary	\$213,958	\$229,985		
Teacher salaries: percentage of budget	33.00%	30.79%		
Administrative salaries: percentage of budget	4.00%	5.71%		

### School Financial Data

The following table displays the school's average teacher salary and a breakdown of the school's expenditures per pupil from unrestricted and restricted sources.

School Financial D	ata
2022-23 Fiscal Yea	ir (1995)
Total expenditures per pupil	\$9,003
Expenditures per pupil from restricted sources	\$588
Expenditures per pupil from unrestricted sources	\$8,415
Annual average teacher salary	\$101,677



### Financial Data Comparison

This table displays the school's per-pupil expenditures from unrestricted sources and the school's average teacher salary and compares it to the district and state data.

Financial Data Comparison		2022-23 Fiscal Year
	Expenditures Per Pupil From Unrestricted Sources	Annual Average Teacher Salary
La Mirada ES	\$8,415	\$101,677
San Ysidro SD	\$12,683	\$105,887
California	\$10,771	\$94,129
School and district: percentage difference	-33.7%	-4.0%
School and California: percentage difference	-21.9%	+8.0%

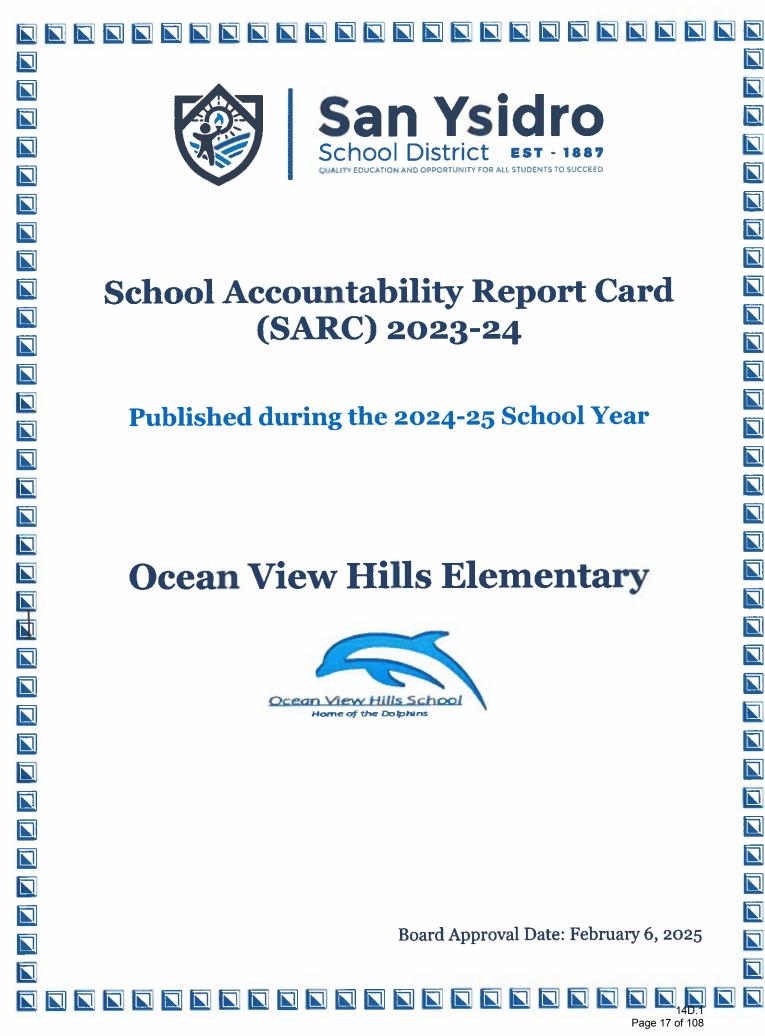
Data for this year's SARC was provided by the California Department of Education and school and district offices. For additional information on California schools and districts and comparisons of the school to the district, the county and the state, please visit DataQuest at http://dq.cde.ca.gov/dataquest. DataQuest is an online resource that provides reports for accountability, test data, enrollment, graduates, dropouts, course enrollments, staffing and data regarding English learners. Per Education Code Section 35256, each school district shall make hard copies of its annually updated report card available, upon request, on or before February 1. All data accurate as of December 2024.

### **Expenditures Per Pupil**

Supplemental/restricted expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted. Basic/unrestricted expenditures are from money whose use, except for general guidelines, is not controlled by law or by a donor.

School Accountability Report Card

SchoolStatus.





# **School Accountability Report Card** (SARC) 2023-24

Published during the 2024-25 School Year

# **Ocean View Hills Elementary**



Board Approval Date: February 6, 2025

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Gina A. Potter, Ed.D., Superintendent = gina.potter@sysdschools.org = (619) 428-4476



# **Ocean View Hills Elementary School**

Grades TK-5 CDS Code 37-68379-6119341

Erika Meza, Principal Erika.meza@sysdschools.org

4919 Del Sol Boulevard San Diego, CA 92154 (619) 661-0457

www.sysdschools.org/Domain/10





### Principal's Message

Welcome to Ocean View Hills School, where learning is fun! I feel extremely fortunate to be the principal of a school with such wonderful children, a motivated and dedicated staff, and parents who work with us to create an environment that facilitates student learning through a wide variety of innovative and collaborative methods and activities. Our faculty and staff are highly committed to providing the most rewarding education possible and making the process of learning an enjoyable experience. Your child's education is our top priority!

As we continue to navigate the realities and changing landscape of the pandemic, the Ocean View Hills staff remains committed to providing educational experiences for every child to support their health and safety, academic growth, and socio-emotional well-being. We are here to partner with our families and extend our collective support to each and every one of our students. Ocean View Hills embraces the philosophy that fosters a safe learning environment characterized by our schoolwide rules, Be Respectful, Be Responsible Be Safe and Be Kind.

We are a two-time recipient of the California Distinguished School Award. The culture of our school reflects a commitment to working together with students, parents and our community to ensure that all of our students meet their full academic and personal potential.

### School Mission Statement

Ocean View Hills Elementary School provides students the opportunity to achieve, contribute and strive for excellence.

### School Vision Statement

The vision of Ocean View Hills is to ensure a safe, supportive environment so that all students can reach their full potential. We are committed to providing a rigorous, standards-based instructional program that engages students, and prepares them to be successful in the path for college and career readiness for the 21st century.

### Parental Involvement

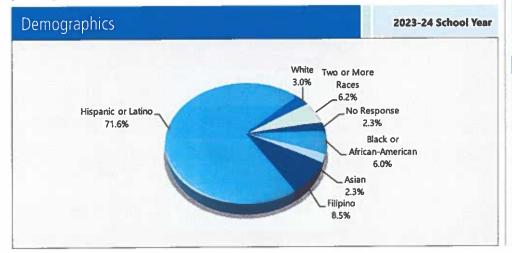
Our students benefit from extensive support from our parents and community members. Ocean View Hills is proud of its many opportunities for parents to volunteer their time. These opportunities include project volunteers, field trip chaperones, English Learner Advisory Committee (ELAC), School Site Council (SSC), Parent Advisory Committee (PAC) and Parent Teacher Association (PTA). Parent workshops are also provided.

For more information on how to become involved, please contact the school at (619) 661-0457.

We look forward to working together with you to make your child's educational experience a positive one.

### Enrollment by Student Group

The total enrollment at the school was 985 students for the 2023-24 school year. The pie chart displays the percentage of students enrolled in each group.



### TRANSCEND



### School Accountability Report Card

In accordance with state and federal requirements, the School Accountability Report Card (SARC) is put forth annually by all public schools as a tool for parents and interested parties to stay informed of the school's progress, test scores and achievements.

### **District Mission Statement**

The mission of the San Ysidro School District:

Quality education and opportunity for all students to succeed.

### **District Vision Statement**

The San Ysidro School District, in partnership with our teachers and community, is committed to providing a high-quality, multicultural learning environment that promotes academic excellence, social responsibility, and physical and emotional well-being for all students.

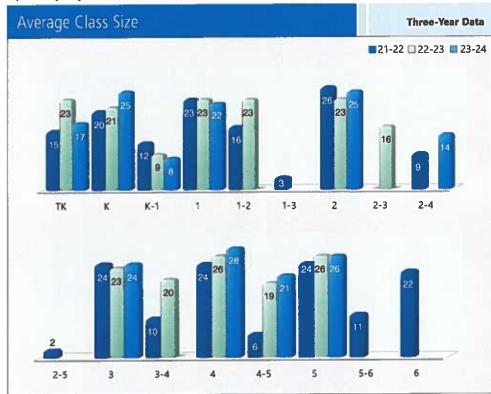
### **School Board**

Zenaida Rosario, President Antonio Martinez, Vice President Irene Lopez, Clerk Martin Arias, Member Kenia Peraza, Member



### **Class Size Distribution**

The bar graphs display the three-year data for average class size, and the table displays the three-year data for the number of classrooms by size. The number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.



### Number of Classrooms by Size

Three-Year Data

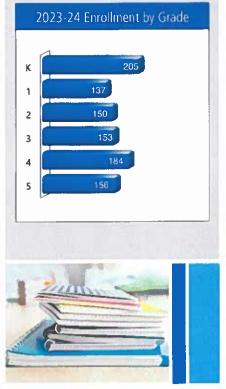
		,				100				
		2021-22			2022-23		2023-24			
Grade		Number of Students								
	1-20	21-32	33+	1-20	21-32	33+	1-20	21-32	33+	
тк	2				2		3			
к	1	6		1	5			6	011	
K-1	1			1			1			
1		6			6		1	5		
1-2	1	1			1					
1-3	1									
2		6			6			6		
2-3				1		11			8	
2-4	1			Γ			1			
2-5	1		ļ III							
3		6			7			6		
3-4	1		<u>n</u>	1						
4	1	5			5			6		
4-5	1	1	1	1	1		1	1		
5	1	4			5			5		
5-6	2									
6	1	5								

### Enrollment by Student Group

Demographics	
2023-24 School Yes	IF
Female	48.10%
Male	51.80%
Non-Binary	0.10%
English learners	31.90%
Foster youth	0.20%
Homeless	9.70%
Migrant	0.00%
Socioeconomically Disadvantaged	32.30%
Students with Disabilities	13.20%

### **Enrollment by Grade**

The bar graph displays the total number of students enrolled in each grade for the 2023-24 school year.



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### Suspensions and Expulsions

This table shows the school, district, and state suspension and expulsion rates collected between July through June, each full school year respectively. Note: Students are only counted one time, regardless of the number of suspensions.

Suspensions a	and Ex	pulsion	IS					Three-Ye	ar Data
Ocean View Hills ES					n Ysidro	SD	California		
	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24
Suspension rates	0.50%	0.70%	0.60%	2.50%	3.00%	3.10%	3.20%	3.60%	3.30%
Expulsion rates	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.10%	0.10%	0.10%



### Professional Development

All curriculum and instructional improvement activities at San Ysidro School District are aligned to the California Common Core State Standards and frameworks. The district professional-development program provides opportunities for teachers and support staff to implement the district's core curriculum for all students. update subject-area expertise, use data to plan instructional improvement strategies and acquire new instructional strategies for use in the classroom. Additionally, teachers and support staff have the opportunity to participate in conferences, districtwide professional development throughout the year focusing on Common Core State Standards implementation and specific training to support English language learners and students with special needs.

At the site level each year, targeted professional-improvement activities are provided for teachers and support staff that reflect the specific school goals and objectives reflected in the school site plan such as: Professional Learning Community (PLC); Grade Level Collaborations as well as various conferences and workshops, such as Association of California School Administrators (ACSA) Leadership Summit, Project GLAD training, AVID Institutes, CABE Summer Institute, CABE Dual Language Teacher Academy, Universal Design for Learning Sessions, WRITE Foundations Trainings, Middle School Math Trainings from San Diego County Office of Education, TK-2 Math Training Sessions from Emily Stewart, as well as training sessions for the newly adopted instructional materials (Twig Science, and Savvas, CA History Social Science myWorld Interactive).

Development Days					
of school days staff development ous improvement					
<b>2022-23</b> 125					
130					
130					

Suspensions	and F	voulsions	hv	Student	Group

Suspensions and Expulsions by Studer	nt Group	2023-24 School Year
Student Group	Suspensions Rate	Expulsions Rate
All Students	0.60%	0.00%
Female	0.00%	0.00%
Male	1.10%	0.00%
Non-Binary	0.00%	0.00%
American Indian or Alaska Native	0.00%	0.00%
Asian	0.00%	0.00%
Black or African American	3.10%	0.00%
Filipino	0.00%	0.00%
Hispanic or Latino	0.40%	0.00%
Native Hawaiian or Pacific islander	0.00%	0.00%
Two or More Races	1.50%	0.00%
White	0.00%	0.00%
English Learners	0.00%	0.00%
Foster Youth	0.00%	0.00%
Homeless	0.00%	0.00%
Socioeconomically Disadvantaged	0.40%	0.00%
Students Receiving Migrant Education Services	0.00%	0.00%
Students with Disabilities	1.30%	0.00%

### California Physical Fitness Test

Each spring, all students in grades 5, 7 and 9 are required to participate in the California Physical Fitness Test (PFT). The Fitnessgram is the designated PFT for students in California public schools put forth by the State Board of Education. Encouraging and assisting students in establishing lifelong habits of regular physical activity is the primary goal of the Fitnessgram. The table shows the percentage of students participating in each of the fitness components for the most recent testing period. For more detailed information on the California PFT, please visit www.cde.ca.gov/ta/tg/pf.

Califo	rnia Physical F	itness Test		202	3-24 School Yea
Percenta	ge of Students Par	ticipating In Each	Of The Five Fitness	Components	
	Component 1:	Component 2:	Component 3:	Component 4:	Component 5:
Grade	Aerobic Capacity	Abdominal Strength and Endurance	Trunk Extensor and Strength and Flexibility	Upper Body Strength and Endurance	Flexibility
5	98.8%	95.7%	98.1%	96.3%	98.8%

### Chronic Absenteeism by Student Group

Chronic Absenteeism by Stud	ent Group		2023-2	4 School Year
Student Group	Cumulative Enroliment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	1,036	1,023	135	13.20%
Female	493	489	66	13.50%
Male	541	532	68	12.80%
Non-Binary	0	0	0	0.00%
American Indian or Alaska Native	0	0	0	0.00%
Asian	23	23	0	0.00%
Black or African American	65	65	6	9.20%
Filipino	86	86	8	9.30%
Hispanic or Latino	743	733	101	13.80%
Native Hawailan or Pacific Islander	0	0	0	0.00%
Two or More Races	65	64	11	17.20%
White	30	29	4	13.80%
English Learners	344	341	55	16.10%
Foster Youth	0	0	0	0.00%
Homeless	99	97	16	16.50%
Socioeconomically Disadvantaged	558	553	88	15.90%
Students Receiving Migrant Education Services	0	0	0	0.00%
Students with Disabilities	23	23	0	0.00%



# Types of Services Funded

San Ysidro School District received state and federal funding for the following categorical, special education and support programs:

### **Federal funds**

- Every Student Success Act (ESSA): Title I, Part A
- Special Ed: IDEA Basic Local Assistance Entitlement, Part B, Section 611
- Special Ed: IDEA Preschool Grants, Part B, Sec 619
- Special Ed: IDEA Mental Health Allocation Plan, Part B, Sec 611
- Special Ed: IDEA Preschool Staff Development, Part B, Sec 619
- ESSA: Title II, Part A, Supporting Effective Instruction
- ESSA: Title III, Limited English Proficiency (LEP) Student Program
- ESSA: Title IV, Part A, Student Support and Academic Enrichment Grants
- ESSA: Education for Homeless Children and Youth, Subtitle VII-B McKinney-Vento Act
- Elementary and Secondary School Emergency Relief (ESSER) Fund

### State funds

- Lottery Unrestricted
- Lottery Instructional Materials
- Local Control Funding Formula
- Education Protection Account
- Expanded Learning Opportunities
   Program (ELOP)
- Expanded Learning Opportunities
   Grant
- Educator Effectiveness Block Grant
- Special Education: Assembly Bill (AB)
   602
- Special Education: Learning Recovery
   Support
- Special Education: State Mental Health Services
- Special Education: Early Intervention
   Preschool Grant
- After School Education and Safety (ASES) programs

5



### Statewide Assessments

**Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAS] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

- 1. Smarter Balanced Summative Assessments and CAAs for ELA in grades three through eight and grade eleven.
- 2. Smarter Balanced Summative Assessments and CAAs for mathematics in grades three through eight and grade eleven.
- 3. California Science Test (CAST) and CAAs for Science in grades five, eight, and once in high school (i.e., grade 10, 11 or 12).

### CAASPP Test Results in Science for All Students

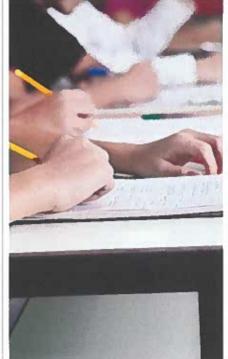
The table below shows the percent of students meeting or exceeding the State standard on the CAASPP— California Science Test (CAST) and the California Alternate Assessment for Science (CAA for Science) for grades 5, 8 and once in high school (i.e., grade 10, 11 or 12).

Percentage of Stu	dents Meeting or Ex	ceeding St	ate Standa	ard	Two	-Year Data		
	Ocean Vi	Ocean View Hills ES San Ysidro SD				California		
Subject	22-23	23-24	22-23	23-24	22-23	23-24		
Science	30.87%	32.50%	18.22%	18.53%	30.29%	30.73%		

### CAASPP Test Results in ELA and Mathematics for All Students

The table below shows the percent of students meeting or exceeding the State standards on the California Assessment of Student Performance and Progress (CAASPP) Smarter Balanced Summative Assessments and California Alternate Assessments (CAAs) for English language arts/literacy (ELA) and mathematics for grades 3-8 and 11.

Percentage of Students Mee	rd	Two-Year Data				
	Ocean View Hills ES		San Ysidro SD		California	
Subject	22-23	23-24	22-23	23-24	22-23	23-24
English language arts/literacy	53%	56%	35%	35%	46%	47%
Mathematics	43%	46%	24%	26%	34%	35%



### CAASPP by Student Group: Science, English Language Arts and Mathematics

The tables on the following pages display the percentage of students that met or exceeded state standards in science, English language arts/literacy and mathematics for the school by student groups.

The "percentage met or exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard on the CAA divided by the total number of students who participated in both assessments.

Note: The number of students tested includes all students who participated in the test whether they received a score or not. However, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

# CAASPP Test Results by Student Group: Science (grade 5)

Percentage of Students Meeting or E	xceeding state s	lanuaru		4	023-24 School Year
Science					Ball san ball a
Group	Total Enroliment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	162	160	98.77%	1.23%	32.50%
Female	71	70	98.59%	1.41%	28.57%
Male	91	90	98.90%	1.10%	35.56%
American Indian or Alaska Native	\$	٠	٠	٠	*
Asian	\$	\$	٠	¢	*
Black or African American	\$	\$	٠	٠	*
Filipino	13	13	100.00%	0.00%	61.54%
Hispanic or Latino	124	123	99.19%	0.81%	27.64%
Native Hawaiian or Pacific Islander	*	*	*	*	*
Two or more races	\$	*	\$	•	*
White	\$	*	\$	٠	\$
English Learners	56	56	100.00%	0.00%	10.71%
Foster Youth	*	*	*	¢	*
Homeless	22	20	90.91%	9.09%	40.00%
Military	*	*	٠	٠	4
Socioeconomically disadvantaged	88	86	97.73%	2.27%	26.74%
Students receiving Migrant Education services	*	*	*	*	*
Students with Disabilities	30	28	93.33%	6.67%	10.71%

Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.





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# CAASPP Test Results by Student Group: English Language Arts (grades 3-5)

English Language Arts				r sola Robert	
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	489	479	97.96%	2.04%	56.16%
Female	235	232	98.72%	1.28%	60.34%
Male	254	247	97.24%	2.76%	52.23%
American Indian or Alaska Native	\$	\$	٠	•	*
Asian	11	10	90.91%	9.09%	*
Black or African American	26	25	96.15%	3.85%	56.00%
Filipino	45	45 <mark></mark>	100.00%	0.00%	82.22%
Hispanic or Latino	357	351	98.32%	1.68%	50.71%
Native Hawaiian or Pacific Islander	\$	*	*	\$	*
Two or more races	37	35	94.59%	5.41%	77.14%
White	13	13	100.00%	0.00%	61.54%
English Learners	148	143	96.62%	3.38%	27.97%
Foster Youth	¢	\$	*	٠	\$
Homeless	56	52	92.86%	7.14%	46.15%
Military	*	*	*	*	*
Socioeconomically disadvantaged	281	273	97.15%	2.85%	47.99%
Students receiving Migrant Education services	*	*	*	*	*
Students with Disabilities	74	69	93.24%	6.76%	23.19%

Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.





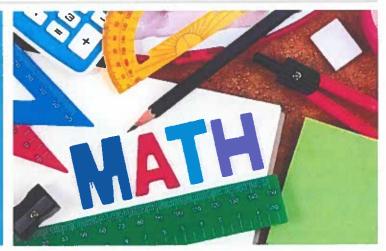
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# CAASPP Test Results by Student Group: Mathematics (grades 3-5)

Mathematics					West Hyperson
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	489	483	98.77%	1.23%	45.96%
Female	235	233	99.15%	0.85%	43.35%
Male	254	250	98.43%	1.57%	48.40%
American Indian or Alaska Native	\$	¢	٠	*	*
Asian	11	11	100.00%	0.00%	54.55%
Black or African American	26	25	96.15%	3.85%	56.00%
Filipino	45	45	100.00%	0.00%	68.89%
Hispanic or Latino	357	354	99.16%	0.84%	39.27%
Native Hawalian or Pacific Islander	\$	*	۵	\$	*
Two or more races	37	35	94.59%	5.41%	71.43%
White	13	13	100.00%	0.00%	53.85%
English Learners	148	147	99.32%	0.68%	23.13%
Foster Youth	*	*	*	*	*
Homeless	56	52	92.86%	7.14%	40.38%
Military	*	*	*	4	4
Socioeconomically disadvantaged	281	276	98.22%	1.78%	39.86%
Students receiving Migrant Education services	*	*	٠	¢	*
Students with Disabilities	74	69	93.24%	6.76%	18.84%

Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.





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### Textbooks and Instructional Materials

San Ysidro School District held a public hearing on September 12, 2024, determining sufficiency of instructional materials at all schools within the district. All schools were found to have sufficient and good-quality textbooks, instructional materials or science lab equipment pursuant to the settlement of Williams v. the State of California.

Students, including English learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education, making the textbooks used in the school the most current available. All teachers review materials approved for use by the state, and a recommendation is made to the board of trustees by a selection committee composed of teachers and administrators.

Textbooks and Ins	tructional Materials List	024-25 School Yea
Subject	Textbook	Adopted
Reading/language arts	Benchmark Ready to Advance (TK), Listos y Adelante (Spanish for Dual Language)	2018
Reading/language arts	Benchmark Advance (K-5)	2023
Reading/language arts	Benchmark Adelante (K-3) Spanish for Dual Language	2023
Reading/language arts	Benchmark Steps to Advance (2-5 SDC)	2018
English Language Development	Benchmark Advance: Asset-Based Access to English- Express (K-5)	2023
English Language Development	Ready to Advance (TK)	2018
Mathematics	My Math, McGraw-Hill (TK-5)	2017
Science/Health	TWIG Science (TK-5) and Spanish for Dual Language	2023
History/Social Science	History Social Science CA myWorld Interactive, Savvas ( 5) and Spanish for Dual Language	(- 2024

### Quality of Textbooks

The following table outlines the criteria required for choosing textbooks and instructional materials.

Quality of Textbooks	2024-25 School Year
Criteria	Yes/No
Are the textbooks adopted from the most recent state-approved or local governing-board-approved list?	Yes

### Availability of Textbooks and Instructional Materials

The following lists the percentage of pupils who lack their own assigned textbooks and instructional materials.

Percentage of Studer Lacking Materials by St	nts Ibject
2024-25 School Yea	
Reading/language arts	0%
Mathematics	0%
Science	0%
History/social science	0%
Visual and performing arts	\$
Foreign language	\$
Health	\$

### **Currency of Textbooks**

This table displays the date when the most recent hearing was held to adopt a resolution on the sufficiency of instructional materials.

Currency of Textbooks						
2024-25 School Year						
Data collection date	9/12/2024					



### **Public Internet Access**

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

Not applicable.



### School Facility Good Repair Status

The table shows the results of the school's most recent inspection using the Facility Inspection Tool (FIT) or equivalent school form. This inspection determines the school facility's good repair status using ratings of good condition, fair condition or poor condition. The overall summary of facility conditions uses ratings of exemplary, good, fair or poor.

School Facility Good Repair Status	2024-25 School Year
Items Inspected	Repair Status
Systems: Gas leaks, sewer, mechanical systems (heating, ventilation and HVAC	) Good
Interior: Interior surfaces (floors, ceilings, walls and window casings)	Good
Cleanliness: Pest/vermin control, overall cleanliness	Good
Electrical: Electrical systems	Poor
Restrooms/fountains: Restrooms, sinks and drinking fountains	Fair
Safety: Fire safety, emergency systems, hazardous materials	Good
Structural: Structural condition, roofs	Good
External: Windows/doors/gates/fences, playgrounds/school grounds	Good
Overall summary of facility conditions	Good
Date of the most recent FIT report	10/23/2024

### **Deficiencies and Repairs**

The table lists the repairs required for all deficiencies found during the site inspection. Regardless of each item's repair status, all deficiencies are listed. For all items inspected that were found to not be in "good repair," a work-order has been created and maintenance will be done before the end of the 2024-25 school year. Maintenance items will be prioritized so that student safety is not compromised.

Deficiencies and Re	pairs 2024-25 School Year
Items Inspected	Deficiencies and Action Taken or Planned
Interior	Boys RR # Lib and Girls RR # Lib: Graffiti; Girls RR # #9: Deficiency not listed.
Electrical	Rooms 4, 6, 12, 13, 14, 17, 18, 25, 30, 36, 37, 38, & 49: Burned out lights; Room 55: Light out.
Restrooms/fountains	Room 56: Deficiency not listed

### **School Facilities**

Ocean View Hills Elementary School provides a safe, clean environment for students, staff and volunteers. The present school building opened its doors in January 2006 and consists of 47 classrooms, a multipurpose room (MPR), a library media center, two computer labs and a main office building. The safety of the students and staff is Ocean View Hills School's primary concern. All visitors must sign in at the front office and wear identification tags while on school grounds. All volunteers must complete a volunteer application.

The school site's emergency operations plan includes steps for ensuring student and staff safety during a disaster or emergency. Fire and earthquake drills are conducted once a month throughout the school year. Ocean View Hills has a fulltime campus security office and campus aides.

#### Cleaning Process

The District Governing Board has adopted cleaning standards for all schools in the district. Basic cleaning operations are performed on a daily basis throughout the school year with emphasis on classrooms and restrooms. A joint effort between students and staff helps keep the campus clean and litter-free.

#### Maintenance and Repair

A scheduled maintenance program is administered by Ocean View Hills Elementary School's custodial staff on a regular basis, with heavy maintenance functions occurring during vacation periods. Additionally, a scheduled maintenance program is administered by San Ysidro School District to ensure school grounds and facilities remain in excellent repair. A work-order process is used when issues arise that require immediate attention. Emergency repairs are given the highest priority; repair requests are completed efficiently and in the order in which they are received.

### School Safety

The district developed a Comprehensive School Safety Plan in order to comply with Senate Bill 187 of 1997. The plan provides students and staff means to ensure a safe and orderly learning environment. Key elements of the Comprehensive School Safety Plan include child-abuse reporting procedures, teacher notification of dangerous-pupils procedures, disaster-response procedures, procedures for safe entering to and exiting from school, sexual harassment policy, suspension and expulsion policies, dress code and discipline policies.

The school safety plan was last reviewed, updated, and discussed with the school faculty in January 2025. Ocean View Hills is focused on providing a positive, safe, and secure learning environment for students, staff, parents and the community. Ocean View Hills has a Site Emergency Operation Plan (SEOP). The SEOP is accessible to all faculty and staff. The SEOP is updated every school year and is shared with the School Site Council and faculty. We conduct the following drills: a fire drill once a month, an earthquake drill twice a year, a lockdown drill once a year and a bus evacuation drill once a year. Ocean View Hills is committed to supporting a learning environment that allows staff to effectively teach and for students to actively learn. Ocean View Hills School is currently on Tier 1 of the Positive Behavior Intervention Supports (PBIS). We have schoolwide rules and expectations posted in each classroom and around campus. Our PBIS team will develop an action plan to incorporate Character Education lessons along with the Second Steps Curriculum, which includes Social and Emotional Learning. Also, we are using restorative practices with our students and staff.

### California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard. org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

# Teacher Preparation and Placement

These tables display the number and percent of teacher authorization/assignment as well as the total number and percent of teaching positions at the school, district and state levels. For questions concerning the assignment of teachers outside their subject area of competence or the credential status of teachers, visit the California Commission on Teacher Credentialing website at https://www.ctc.ca.gov/.

Teacher Preparation and Placement						
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	42.5	97.7%	171.8	93.1%	228,366.1	83.1%
Intern Credential Holders Property Assigned	0.0	0.0%	0.0	0.0%	4,205.9	1.5%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	0.0	0.0%	1.1	0.6%	11,216.7	4.1%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.8	0.4%	12,115.8	4.4%
Unknown	1.0	2.3%	10.7	5.8%	18,854.3	6.9%
Total Teaching Positions	43.5	100.0%	184.5	100.0%	274,759.1	100.0%

Teacher Preparation and Placement					2021-22 School Yea	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	42.1	93.4%	181.6	92.2%	234,405.2	84.0%
Intern Credential Holders Property Assigned	0.0	0.0%	1.0	0.5%	4,853.0	1.7%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	2.0	4.4%	11.1	5.6%	12,001.5	4.3%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.2	0.1%	11,953.1	4.3%
Unknown	1.0	2.2%	3.0	1.6%	15,831.9	5.7%
Total Teaching Positions	45.1	100.0%	197.0	100.0%	279,044.8	100.0%

A sharing the improve	School	School	District	District	State	State	
Authorization/Assignment	Number	Percent	Number	Percent	Number	Percent	
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	41.0	95.4%	179.9	90.8%	231,142.4	83.2%	
Intern Credential Holders Property Assigned	0.0	0.0%	2.0	1.0%	5,566.4	2.0%	
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	0.0	0.0%	9.3	4.7%	14,938.3	5.4%	
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.2	0.1%	11,746.9	4.2%	
Unknown	2.0	4.7%	6.5	3.3%	14,303.8	5.2%	
Total Teaching Positions	43.0	100.0%	198.1	100.0%	277,697.8	100.0%	

Note: The data in these tables is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned to based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

The data source is the California State Assignment Accountability System (CalSAAS) provided by the Commission on Teacher Credentialing. For information on the CalSAAS, visit the CALPADS web page at https://www.cde.ca.gov/ds/sp/cl/calpadsupdflash201.asp.

For more information on the definitions listed above, refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

### Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

This table displays the number of authorization/assignments of teachers with permits and waivers; misassignments; and vacant positions. For questions concerning the permits, waivers, and misassignment of teachers, visit the California Commission on Teacher Credentialing website at https://www.ctc.ca.gov/.

Teachers Without Credentials and Misassig	Th	ree-Year Data		
Authorization/Assignment	2020-21	2021-22	2022-23	
Permits and Waiver	0.0	0.0	0.0	
Misassignments	0.0	2.0	0.0	
Vacant Positions	0.0	0.0	0.0	
Total Teachers Without Credentials and Misassignments	0.0	2.0	0.0	



### Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

This table displays the number of credentialed teachers authorized on a permit or waiver and local assignment options. For more information on the definitions listed above, refer to the California Commission on Teacher Credentialing's Administrator's Assignment Manual at https://www.ctc.ca.gov/credentials/manuals.

Credentialed Teachers Assigned Out-of-	Three-Year Da			
Indicator	2020-21	2021-22	2022-23	
Credentialed Teachers Authorized on a Permit or Waiver	0.0	0.0	0.0	
Local Assignment Options	0.0	0.0	0.0	
Total Out-of-Field Teachers	0.0	0.0	0.0	

### **Class Assignments**

This table displays the percentage of misassignments of English learners and teachers with no credential, permit or authorization to teach. Misassignment and vacant teacher position data should be available in the district's personnel office.

Class Assignments	Three-Year Data			
Indicator	2020-21	2021-22	2022-23	
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0.0%	6.2%	0.0%	
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0.0%	1.8%	0.0%	

# The data source is the California State Assignment Accountability System (CalSAAS) provided by the Commission on Teacher Credentialing. For information on the CalSAAS, visit the CALPADS web page at https://www.cde.ca.gov/ds/sp/cl/calpadsup-dflash201.asp.

For more information on the definitions listed above, refer to the Updated Teacher Equity Definitions web page at https:// www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

# Academic Counselors and School Support Staff

This table displays information about academic counselors and support staff at the school and their full-time equivalent (FTE).

### Ratio of Pupils to Academic Counselors and School Support Staff Data

2023-24 School Year				
	Ratio			
Pupils to Academic counselors	\$			
Support Staff	FTE			
Counselor (academic, social/behavioral or career development)	0.00			
Library media teacher (librarian)	0.00			
Library media services staff (paraprofessional)	1.00			
Psychologist	1.00			
Social worker	0.71*			
Nurse	0.14**			
Speech/language/hearing specialist	2.00			
Resource specialist (nonteaching)	0.00			
A Matazaliashia	1			

♦ Not applicable.

- 5 Social Workers for the District to support students with mental health programs and provide Educationally Related Mental Health Services.
- \*\* 1 District Nurse to oversee all schools and is available for all students.



### Financial Data

The financial data displayed in this SARC is from the 2022-23 fiscal year. The most current fiscal information available provided by the state is always two years behind the current school year and one year behind most other data included in this report. For detailed information on school expenditures for all districts in California, see the California Department of Education (CDE) Current Expense of Education & Per-pupil Spending web page at www.cde.ca.gov/ds/fd/ec. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits web page at www.cde.ca.gov/ds/fd/cs. To look up expenditures and salaries for a specific school district, see the Ed-Data website at www.ed-data.org.

### **District Financial Data**

This table displays district teacher and administrative salary information and compares the figures to the state averages for districts of the same type and size based on the salary schedule. Note: The district salary data does not include benefits.

Salary Data		2022-23 Fiscal Year
	San Ysidro SD	Similar Sized District
Beginning teacher salary	\$56,942	\$57,838
Midrange teacher salary	\$85,245	\$90,040
Highest teacher salary	\$112,613	\$118,647
Average elementary school principal salary	\$141,711	\$144,638
Average middle school principal salary	\$140,176	\$148,269
Superintendent salary	\$213,958	\$229,985
Teacher salaries: percentage of budget	33.00%	30.79%
Administrative salaries: percentage of budget	4.00%	5.71%

# School Financial Data

The following table displays the school's average teacher salary and a breakdown of the school's expenditures per pupil from unrestricted and restricted sources.

School Financial D	ata
2022-23 Fiscal Yea	r
Total expenditures per pupil	\$8,462
Expenditures per pupil from restricted sources	\$193
Expenditures per pupil from unrestricted sources	\$8,270
Annual average teacher salary	\$111,637



### Financial Data Comparison

This table displays the school's per-pupil expenditures from unrestricted sources and the school's average teacher salary and compares it to the district and state data.

Financial Data Comparison		2022-23 Fiscal Year	
	Expenditures Per Pupil From Unrestricted Sources	Annual Average Teacher Salary	
Ocean View Hills ES	\$8,270	\$111,637	
San Ysidro SD	\$12,683	\$105,887	
California	\$10,771	\$94,129	
School and district: percentage difference	-34.8%	+5.4%	
School and California: percentage difference	-23.2%	+18.6%	

Data for this year's SARC was provided by the California Department of Education and school and district offices. For additional information on California schools and districts and comparisons of the school to the district, the county and the state, please visit DataQuest at http://dq.cde.ca.gov/dataquest. DataQuest is an online resource that provides reports for accountability, test data, enrollment, graduates, dropouts, course enrollments, staffing and data regarding English learners. Per Education Code Section 35256, each school district shall make hard copies of its annually updated report card available, upon request, on or before February 1. All data accurate as of December 2024.

### **Expenditures Per Pupil**

Supplemental/restricted expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted. Basic/unrestricted expenditures are from money whose use, except for general guidelines, is not controlled by law or by a donor.

School Accountability Report Card

Published by: SchoolStatus. www.schoolstatus.com



# **School Accountability Report Card** (SARC) 2023-24

# Published during the 2024-25 School Year

# **Smythe Elementary**



Board Approval Date: February 6, 2025

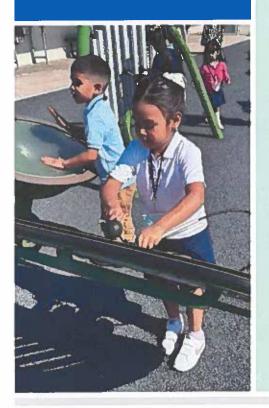
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School District ET - 1997 Gina A. Potter, Ed.D., Superintendent • gina.potter@sysdschools.org • (619) 428-4476

# SARC

2023-24 School Accountability Report Card Published in 2024-25





# **Smythe Elementary School**

Grades K-6 CDS Code 37-68379-6085146

Dr. Rebecca Bravo, Principal rebecca.bravo@sysdschools.org

1880 Smythe Avenue San Ysidro, CA 92173 (619) 428-4447 www.sysdschools.org/smythe



"Safe, Respectful and Responsible," that is how the dragons roar!

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### 2

### Principal's Message

Welcome to Smythe Elementary School!

Every school in California is required by state law to publish a School Accountability Report Card (SARC) each year. The SARC contains information about the condition and performance of each California public school. This report will provide you with valuable data about our school's achievements, resources, students and staff.

Smythe Elementary School has a strong sense of community. We pride ourselves on being visitor friendly, service-oriented, and child-centered. Our Dragon Family works together in making decisions while accepting responsibility for the success of our children. Smythe Elementary School has a Spanish Dual Immersion program. Smythe Elementary School is committed to biliteracy, as evidenced by our 50/50 dual-language program in English and Spanish for grades K-4. The connection between home and school is necessary for the success of our children. We believe the best way to achieve success is to practice a growth mindset and to engage in continuous reflection toward improvement. We value a multicultural education and see the beauty in diversity.

Students at Smythe Elementary School are empowered with knowledge and skills that will enable them to adapt and transform their community and the world around them. At Smythe Elementary School, students, parents, staff and community members collaborate toward constructing and fulfilling a vision of success for the entire school. Our school is a total learning community committed to a set of common goals that contribute to creating a culture for growth, creativity and powerful learning. Student-based decision-making drives all educational activities, actions and goals. Smythe Elementary creates a learning environment that builds on children's strengths and unique talents while actively exhibiting high expectations for all students. All segments of the school community assume leadership roles in moving our school toward a vision of educational excellence. Smythe Elementary School is a professional community with the expertise to create the best programs for its children, staff and parents. Powerful teaching and learning are based on current research and best practice. At Smythe Elementary, all children have the opportunity to reach their full potential. We plan our teaching to meet our students' individual learning needs.

A dedicated team of professional educators and support staff provide students with a rigorous, California standards-based curriculum, and differentiate according to students' needs: 1. increase academic achievement by 5% in all grade levels in reading and mathematics; 2. strengthen the positive school culture through the implementation of Positive Behavioral Interventions and Supports (PBIS) schoolwide; and 3. strengthen parent success through participation in Parent Teacher Association (PTA), English Learner Advisory Committee (ELAC), Social Site School (SSC), Coffee with the Principal forums and other school volunteer opportunities. Our goal is to raise average daily attendance to 96%.

In order to achieve our school goals, we will work closely with all stakeholders including students, parents, extended family members, community partners, businesses and district office staff.

We encourage all to visit us and become familiar with our school.

### School Mission Statement

Our Smythe Elementary School learning community is committed to providing a safe and nurturing environment for students and adults that fosters excellence, respect, responsibility, and a growth mindset. We are a welcoming school, which fosters empathy and compassion for all.

### Parental Involvement

At Smythe, parents assist the school by volunteering in classrooms, the library, and participating in the SSC, ELAC, Coffee with the Principal, parent workshops, Parent Advisory Committee (PAC) and the PTA.

Smythe is very proud to provide monthly workshops for parents to help them better understand what their children learn at school and how to support them at home.

The PTA is an organization in which parent leaders support student-centered school programs, coordinate family-focused activities, as well as raise funds for Smythe community events.

We are very fortunate to partner with South Bay Community Resources in the implementation of the federal Promise Neighborhood Grant, This funding will assist us with student engagement, student achievement, student attendance and parent education.

Smythe School has an outreach consultant who is responsible for facilitating communication between parents and the school to support families with student attendance. Please contact Marisela Gonzalez at (619)428-4447, Ext. 3539.

Parents who wish to participate in Smythe Elementary School's leadership teams, school committees, school activities or become volunteers may contact Principal Dr. Rebecca Bravo at (619) 428-4447.



RASCENDER

### School Accountability Report Card

In accordance with state and federal requirements, the School Accountability Report Card (SARC) is put forth annually by all public schools as a tool for parents and interested parties to stay informed of the school's progress, test scores and achievements.

### **District Mission Statement**

The mission of the San Ysidro School District:

Quality education and opportunity for all students to succeed.

### **District Vision Statement**

The San Ysidro School District, in partnership with our teachers and community, is committed to providing a high-quality, multicultural learning environment that promotes academic excellence, social responsibility, and physical and emotional well-being for all students.

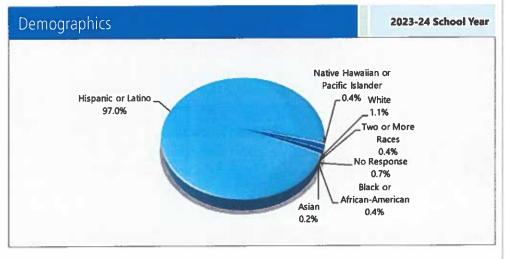
### School Board

Zenaida Rosario, President Antonio Martinez, Vice President Irene Lopez, Clerk Martin Arias, Member Kenia Peraza, Member



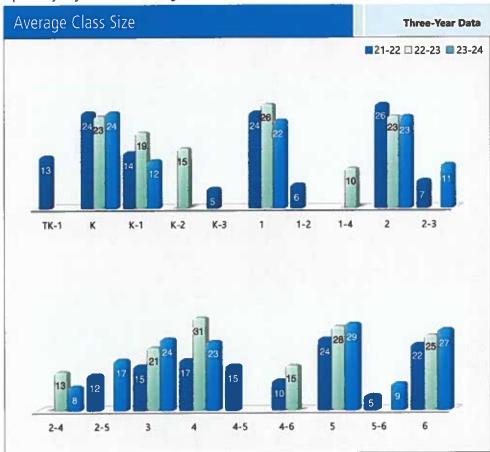
### Enrollment by Student Group

The total enrollment at the school was 561 students for the 2023-24 school year. The pie chart displays the percentage of students enrolled in each group.



### **Class Size Distribution**

The bar graphs display the three-year data for average class size, and the table displays the three-year data for the number of classrooms by size. The number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

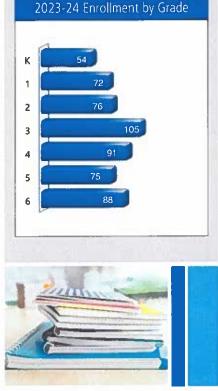


### Enrollment by Student Group

Demographics	
2023-24 School Yes	r
Female	48.70%
Male	51.00%
Non-Binary	0.40%
English learners	68.40%
Foster youth	0.20%
Homeless	29.90%
Migrant	0.20%
Socioeconomically Disadvantaged	72.00%
Students with Disabilities	15.20%

### Enrollment by Grade

The bar graph displays the total number of students enrolled in each grade for the 2023-24 school year.



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			1	

Number of C	Number of Classrooms by Size						1	hree-Yea	r Data	
1		2021-22			2022-23			2023-24	5745	
Grade		Number of Students								
01000	1-20	21-32	33+	1-20	21-32	33+	1-20	21-32	33+	
тк-1	2									
к		2			2			2		
K-1	1	1		1	1		1			
K-2				1						
K-3	1									
1		3			2		1	2		
1-2	2									
1-4				1						
2		3			4			3		
2-3	1						1			
2-4				1			1			
2-5	1						1	1		
3	3	1		1	3			4		
4	2	2			2			3		
4-5	1	1								
4-6	1			1						
5		3			3			2		
5-6	1						1			
6	1	3			3			3		

### "Our Dragon Family works together in making decisions while accepting responsibility for the success of our children."



### School Safety

The district developed a Comprehensive School Safety Plan in order to comply with Senate Bill 187 of 1997. The plan provides students and staff means to ensure a safe and orderly learning environment. Key elements of the Comprehensive School Safety Plan include child-abuse reporting procedures, teacher notification of dangerous-pupils procedures, disaster-response procedures, procedures for safe entering to and exiting from school, sexual harassment policy, suspension and expulsion policies, dress code and discipline policies.

Smythe Elementary School places a strong emphasis on safety for students and staff. Emergency plans are reviewed frequently. Annual training procedures and drills for earthquakes, fires, intruders and bus evacuations are held according to district requirements. Maintenance staff members work with a scheduled preventive program to offset costly repairs. Our staff members model and review safe behaviors and practices with students regularly. We believe in the power of restorative justice practices and espouse the view that implementation of Positive Behavioral Interventions and Supports reduces the number of behavioral referrals and suspensions. The school safety plan was last reviewed, updated and discussed with the school faculty in November 2024.

### California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard. org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.



### Suspensions and Expulsions

This table shows the school, district, and state suspension and expulsion rates collected between July through June, each full school year respectively. Note: Students are only counted one time, regardless of the number of suspensions.

Suspensions and Expulsions								Three-Ye	ar Data
	Smythe ES San Ysidro				SD	California			
	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24
Suspension rates	2.10%	3.70%	3.30%	2.50%	3.00%	3.10%	3.20%	3.60%	3.30%
Expulsion rates	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.10%	0.10%	0.10%



# Professional Development

All curriculum and instructional improvement activities at San Ysidro School District are aligned to the California Common Core State Standards and frameworks. The district professional-development program provides opportunities for teachers and support staff to implement the district's core curriculum for all students, update subject-area expertise, use data to plan instructional improvement strategies and acquire new instructional strategies for use in the classroom. Additionally, teachers and support staff have the opportunity to participate in conferences, districtwide professional development throughout the year focusing on Common Core State Standards implementation and specific training to support English language learners and students with special needs.

#### At the site level each year, targeted professional-improvement activities are provided for teachers and support staff that reflect the specific school goals and objectives reflected in the school site plan such as: Professional Learning Community (PLC); Grade Level Collaborations as well as various conferences and workshops, such as Association of California School Administrators (ACSA) Leadership Summit, Project GLAD training, AVID Institutes, CABE Summer Institute, CABE Dual Language Teacher Academy, Universal Design for Learning Sessions, WRITE Foundations Trainings, Middle School Math Trainings from San Diego County Office of Education, TK-2 Math Training Sessions from Emily Stewart, as well as training sessions for the newly adopted instructional materials (Twig Science, and Savvas, CA History Social Science myWorld Interactive).

dedicated to	of school days staff development ous improvement
2022-23	125
2023-24	130
024-25	130

Suspensions and	l Expulsions	by Student Group
-----------------	--------------	------------------

Suspensions and Expulsions by Studer	2023-24 School Yea		
Student Group	Suspensions Rate	Expulsions Rate	
All Students	3.30%	0.00%	
Female	1.00%	0.00%	
Male	5.50%	0.00%	
Non-Binary	0.00%	0.00%	
American Indian or Alaska Native	0.00%	0.00%	
Asian	0.00%	0.00%	
Black or African American	0.00%	0.00%	
Filipino	0.00%	0.00%	
Hispanic or Latino	3.40%	0.00%	
Native Hawaiian or Pacific Islander	0.00%	0.00%	
Two or More Races	0.00%	0.00%	
White	0.00%	0.00%	
English Learners	4.10%	0.00%	
Foster Youth	0.00%	0.00%	
Homeless	3.70%	0.00%	
Socioeconomically Disadvantaged	3.00%	0.00%	
Students Receiving Migrant Education Services	0.00%	0.00%	
Students with Disabilities	5.20%	0.00%	

5

### 6

### California Physical Fitness Test

89.7%

Each spring, all students in grades 5, 7 and 9 are required to participate in the California Physical Fitness Test (PFT). The Fitnessgram is the designated PFT for students in California public schools put forth by the State Board of Education. Encouraging and assisting students in establishing lifelong habits of regular physical activity is the primary goal of the Fitnessgram. The table shows the percentage of students participating in each of the fitness components for the most recent testing period. For more detailed information on the California PFT, please visit www.cde.ca.gov/ta/tg/pf.

Califo	rnia Physical F	itness Test		202	3-24 School Yea
Percenta	ge of Students Par	ticipating In Each	Of The Five Fitness	Components	
	Component 1:	Component 2:	Component 3:	Component 4:	Component 5:
Grade	Aerobic Capacity	Abdominal Strength and Endurance	Trunk Extensor and Strength and Flexibility	Upper Body Strength and Endurance	Flexibility

88.5%

88.5%

89.7%

### Chronic Absenteeism by Student Group

88.5%

Chronic Absenteeism by Stud	2023-24 School Year			
Student Group	Cumulative Enroliment	Chronic Absenteeism Eligible Enroliment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	630	611	273	44.70%
Female	303	297	138	46.50%
Male	326	313	135	43.10%
Non-Binary	0	0	0	0.00%
American Indian or Alaska Native	0	0	0	0.00%
Asian	0	0	0	0.00%
Black or African American	0	0	0	0.00%
Filipino	0	0	0	0.00%
Hispanic or Latino	613	594	263	44.30%
Native Hawaiian or Pacific Islander	0	0	0	0.00%
Two or More Races	0	0	0	0.00%
White	0	0	0	0.00%
English Learners	437	424	195	46.00%
Foster Youth	0	0	0	0.00%
Homeless	192	186	105	56.50%
Socioeconomically Disadvantaged	531	520	243	46.70%
Students Receiving Migrant Education Services	0	0	0	0.00%
Students with Disabilities	116	108	57	52.80%



### Types of Services Funded

San Ysidro School District received state and federal funding for the following categorical, special education and support programs:

### Federal funds

- Every Student Success Act (ESSA): Title I, Part A
- Special Ed: IDEA Basic Local Assistance Entitlement, Part B, Section 611
- Special Ed: IDEA Preschool Grants, Part B, Sec 619
- Special Ed: IDEA Mental Health Allocation Plan, Part B, Sec 611
- Special Ed: IDEA Preschool Staff Development, Part B, Sec 619
- ESSA: Title II, Part A, Supporting Effective Instruction
- ESSA: Title III, Limited English Proficiency (LEP) Student Program
- ESSA: Title IV, Part A, Student Support and Academic Enrichment Grants
- ESSA: Education for Homeless Children and Youth, Subtitle VII-B McKinney-Vento Act
- Elementary and Secondary School Emergency Relief (ESSER) Fund

### State funds

- Lottery Unrestricted
- Lottery Instructional Materials
- Local Control Funding Formula
- Education Protection Account
- Expanded Learning Opportunities Program (ELOP)
- Expanded Learning Opportunities
   Grant
- Educator Effectiveness Block Grant
- Special Education: Assembly Bill (AB) 602
- Special Education: Learning Recovery
  Support
- Special Education: State Mental Health Services
- Special Education: Early Intervention
   Preschool Grant
- After School Education and Safety (ASES) programs



### Statewide Assessments

Statewide assessments (i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAS] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

- 1. Smarter Balanced Summative Assessments and CAAs for ELA in grades three through eight and grade eleven.
- 2. Smarter Balanced Summative Assessments and CAAs for mathematics in grades three through eight and grade eleven.
- 3. California Science Test (CAST) and CAAs for Science in grades five, eight, and once in high school (i.e., grade 10, 11 or 12).

### CAASPP Test Results in Science for All Students

The table below shows the percent of students meeting or exceeding the State standard on the CAASPP— California Science Test (CAST) and the California Alternate Assessment for Science (CAA for Science) for grades 5, 8 and once in high school (i.e., grade 10, 11 or 12).

Percentage of Students Meeting or Exceeding State Standard				ard	Two-Year Data		
	Smythe ES San Ysidro SD		California				
Subject	22-23	23-24	22-23	23-24	22-23	23-24	
Science	14.12%	5.80%	18.22%	18.53%	30.29%	30.73%	

### CAASPP Test Results in ELA and Mathematics for All Students

The table below shows the percent of students meeting or exceeding the State standards on the California Assessment of Student Performance and Progress (CAASPP) Smarter Balanced Summative Assessments and California Alternate Assessments (CAAs) for English language arts/literacy (ELA) and mathematics for grades 3-8 and 11.

	Smythe ES San Ysidro SD		California			
Subject	22-23	23-24	22-23	23-24	22-23	23-24
English language arts/literacy	22%	16%	35%	35%	46%	47%
Mathematics	15%	16%	24%	26%	34%	35%



### CAASPP by Student Group: Science, English Language Arts and Mathematics

The tables on the following pages display the percentage of students that met or exceeded state standards in science, English language arts/literacy and mathematics for the school by student groups.

The "percentage met or exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard on the CAA divided by the total number of students who participated in both assessments.

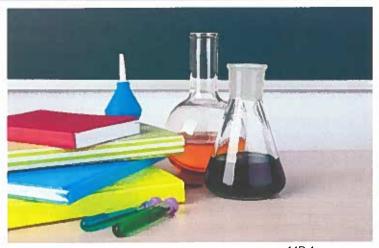
Note: The number of students tested includes all students who participated in the test whether they received a score or not. However, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

### CAASPP Test Results by Student Group: Science (grade 5)

Science							
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded		
All students	79	78	98.73%	1.27%	5.80%		
Female	37	36	97.30%	2.70%	0.00%		
Male	42	42	100.00%	0.00%	11.90%		
American Indian or Alaska Native	*	*	\$	٠	*		
Asian	\$	\$	*	\$	\$		
Black or African American	\$	*	*	۵	*		
Filipino	*	*	*	٠	*		
Hispanic or Latino	77	76	98.70%	1.30%	6.58%		
Native Hawaiian or Pacific Islander	*	*	*	*	*		
Тwo ог толе гасез	*	•	\$	٠	*		
White	\$	*	¢	*	\$		
English Learners	54	53	98.15%	1.85%	3.77%		
Foster Youth	*	*	4	4	*		
Homeless	23	22	95.65%	4.35%	4.55%		
Military	*	*	٠	*	*		
Socioeconomically disadvantaged	66	65	98.48%	1.52%	7.69%		
Students receiving Migrant Education services	*	*	*	*	*		
Students with Disabilities	18	18	100.00%	0.00%	5.56%		

Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.





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## CAASPP Test Results by Student Group: English Language Arts (grades 3-6)

English Language Arts	ITELES OF ITELEV				
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	369	356	96.48%	3.52%	16.29%
Female	182	175	96.15%	3.85%	14.29%
Male	187	181	96.79%	3.21%	18.23%
American Indian or Alaska Native	*	٠	٠	٠	*
Asian	\$	*	\$	*	*
Black or African American	¢	*	٠	•	\$
Filipino	¢	*	\$	٠	*
Hispanic or Latino	359	346	96.38%	3.62%	16.18%
Native Hawaiian or Pacific Islander	*	*	*	4	*
Two or more races	*	\$	*	٠	*
White	*	*	*	۵	*
English Learners	249	237	95.18%	4.82%	7.59%
Foster Youth	*	*	*	4	*
Homeless	111	107	96.40%	3.60%	15.89%
Military	*	*	*	*	*
Socioeconomically disadvantaged	314	305	97.13%	2.87%	16.07%
Students receiving Migrant Education services	*	*	*	\$	*
Students with Disabilities	60	60	100.00%	0.00%	5.00%

Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.





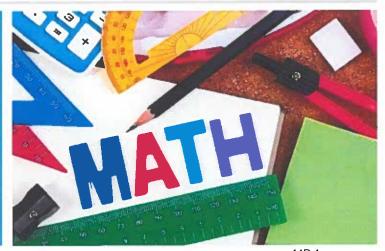
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## CAASPP Test Results by Student Group: Mathematics (grades 3-6)

Mathematics					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	369	364	98.64%	1.36%	16.48%
Female	182	179	98.35%	1.65%	12.85%
Male	187	185	98.93%	1.07%	20.00%
American Indian or Alaska Native	\$	4	\$	*	*
Asian	*	*	*	*	*
Black or African American	٥	\$	*	*	*
Filipino	*	*	*	٠	*
Hispanic or Latino	359	354	98.61%	1.39%	16.38%
Native Hawaiian or Pacific Islander	*	*	٠	٠	*
Two or more races	4	\$	\$	٠	•
White	\$	\$	*	٠	\$
English Learners	249	246	98.80%	1.20%	12.60%
Foster Youth	*	*	*	*	*
Homeless	111	108	97.30%	2.70%	13.89%
Military	*	*	*	٠	*
Socioeconomically disadvantaged	314	310	98.73%	1.27%	15.81%
Students receiving Migrant Education services	*	*	\$	*	*
Students with Disabilities	60	58	96.67%	3.33%	5.17%

Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.





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## Textbooks and Instructional Materials

San Ysidro School District held a public hearing on September 12, 2024, determining sufficiency of instructional materials at all schools within the district. All schools were found to have sufficient and good-quality textbooks, instructional materials or science lab equipment pursuant to the settlement of Williams v. the State of California.

Students, including English learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education, making the textbooks used in the school the most current available. All teachers review materials approved for use by the state, and a recommendation is made to the board of trustees by a selection committee composed of teachers and administrators.

Textbooks and Instructional Materials List 2024-2			
Subject	Textbook	Adopted	
Reading/language arts	Benchmark Advance (K-6)	2023	
Reading/language arts	Benchmark Adelante (K-3) Spanish for Dual Language	2023	
Reading/language arts	Benchmark Steps to Advance (2-6 SDC)	2018	
English Language Development	Benchmark Advance: Asset-Based Access to English- Express (K-5)	2023	
Mathematics	SpringBoard, College Board (6)	2017	
Science/Health	TWIG Science (K-5) and Spanish for Dual Language	2023	
Science/Health	California Inspire Science–Earth and Space, McGraw Hill (6 and Spanish for Dual Language	2023	
History/Social Science	History Social Science CA myWorld Interactive, Savvas (K- 5) and Spanish for Dual Language	2024	
History/Social Science	CA History Social Science myWorld Interactive Secondary, Savvas/Pearson (6) and Spanish for Dual Language	2024	

## **Quality of Textbooks**

The following table outlines the criteria required for choosing textbooks and instructional materials.

Quality of Textbooks	2024-25 School Yea		
Criteria	Yes/No		
Are the textbooks adopted from the most recent state-approved or local governing-board-approved list?	Yes		

## Availability of Textbooks and Instructional Materials

The following lists the percentage of pupils who lack their own assigned textbooks and instructional materials.

Percentage of Studen Lacking Materials by Su	
2024-25 School Year	
Reading/language arts	0%
Mathematics	0%
Science	0%
History/social science	0%
Visual and performing arts	\$
Foreign language	\$
Health	\$

## **Currency of Textbooks**

This table displays the date when the most recent hearing was held to adopt a resolution on the sufficiency of instructional materials.

Currency of Textbooks					
2024-25 School Year					
Data collection date 9/12/2024					



## **Public Internet Access**

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.



## SARC

## School Facility Good Repair Status

The table shows the results of the school's most recent inspection using the Facility Inspection Tool (FIT) or equivalent school form. This inspection determines the school facility's good repair status using ratings of good condition, fair condition or poor condition. The overall summary of facility conditions uses ratings of exemplary, good, fair or poor.

School Facility Good Repair Status	2024-25 School Year
Items Inspected	Repair Status
Systems: Gas leaks, sewer, mechanical systems (heating, ventilation	and HVAC) Good
Interior: Interior surfaces (floors, ceilings, walls and window casing	s) Good
Cleanliness: Pest/vermin control, overall cleanliness	Good
Electrical: Electrical systems	Fair
Restrooms/fountains: Restrooms, sinks and drinking fountains	Good
Safety: Fire safety, emergency systems, hazardous materials	Good
Structural: Structural condition, roofs	Good
External: Windows/doors/gates/fences, playgrounds/school groun	ds Good
Overall summary of facility conditions	Good
Date of the most recent FIT report	10/22/2024

## **Deficiencies and Repairs**

The table lists the repairs required for all deficiencies found during the site inspection. Regardless of each item's repair status, all deficiencies are listed. For all items inspected that were found to not be in "good repair," a work-order has been created and maintenance will be done before the end of the 2024-25 school year. Maintenance items will be prioritized so that student safety is not compromised.

Deficiencies and F	2024-25 School Year				
Items Inspected	Deficiencies and Ad	tion Taken or Planned			
Interior	Room 24: Ceiling tile stained.				
Electrical	Rooms 6 & 7: Deficiency not listed; Rooms 11, 14, 15, 16, 27 & 32 Lights burned out.				
Safety	Room 10: Deficiency not listed.				
Structural	Room 4: Deficiency not listed.				

## School Facilities

#### Continued from left

The school's disaster-preparedness plan includes steps for ensuring student and staff safety during a disaster. Fire and disaster drills are conducted on a regular basis throughout the school year.

#### Cleaning Process

The District Governing Board has adopted cleaning standards for all schools in the district. Basic cleaning operations are performed every other day throughout the school year with an emphasis on classrooms and restrooms. A joint effort between students and staff helps keep the campus clean and litter-free. The principal works daily with four custodians to develop sanitation schedules that ensure a clean, safe and functional learning environment.

#### Maintenance and Repair

A scheduled maintenance program is administered by Smythe Elementary School's custodial staff on a regular basis, with heavy maintenance functions occurring during vacation periods. Additionally, a scheduled maintenance program is administered by San Ysidro School District to ensure school grounds and facilities remain in excellent working conditions. A work-order process is used when issues arise that require immediate attention. Emergency repairs are given the highest priority; repair requests are completed efficiently and in the order in which they are received.

#### Smythe Modernization

Smythe went through a modernization during the months of June to August 2017. Classrooms, bathrooms, MPR, library and offices were renovated. Smythe also received new furniture and computers. The landscaping and parking area is also new. A second phase of the modernization will include the playground and hallways.

## School Facilities

Smythe Elementary School provides a safe, clean environment for students, staff and volunteers. The nearly 50,000 square foot campus includes 32 permanent and four relocatable classrooms, a cafeteria, library and administrative offices. Originally constructed in 1971, several buildings were added or underwent modernization in 1991, and in 2000, the entire campus underwent complete modernization. The modernized campus includes 36 classrooms, a cafeteria/auditorium, and administrative offices. In addition, the school has a new fence, playground equipment, and every classroom is equipped with SMART Boards, document cameras, Smythe Elementary School's primary concern is the safety of students and staff. All visitors must sign in at the front office and wear identification tags while on school grounds. School staff and administrators are on duty during recess, lunch, and before and after school to ensure the safety of all our students.

Continued on sidebar



## Teacher Preparation and Placement

These tables display the number and percent of teacher authorization/assignment as well as the total number and percent of teaching positions at the school, district and state levels. For questions concerning the assignment of teachers outside their subject area of competence or the credential status of teachers, visit the California Commission on Teacher Credentialing website at https://www.ctc.ca.gov/.

					Contract of the second second second	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	22.0	95.7%	171.8	93.1%	228,366.1	83.1%
Intern Credential Holders Property Assigned	0.0	0.0%	0.0	0.0%	4,205.9	1.5%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	0.0	0.0%	1.1	0.6%	11,216.7	4.1%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.8	0.4%	12,115.8	4.4%
Unknown	1.0	4.3%	10.7	5.8%	18,854.3	6.9%
Total Teaching Positions	23.0	100.0%	184.5	100.0%	274,759.1	100.0%

Teacher Preparation and Placement					2021-3	2021-22 School Yea	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent	
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	25.6	92.8%	181.6	92.2%	234,405.2	84.0%	
Intern Credential Holders Property Assigned	0.0	0.0%	1.0	0.5%	4,853.0	1.7%	
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	2.0	7.3%	11.1	5.6%	12,001.5	4.3%	
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.2	0.1%	11,953.1	4.3%	
Unknown	0.0	0.0%	3.0	1.6%	15,831.9	5.7%	
Total Teaching Positions	27.6	100.0%	197.0	100.0%	279,044.8	100.0%	

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	23.0	88.5%	179.9	90.8%	231,142.4	83.2%
Intern Credential Holders Property Assigned	0.0	0.0%	2.0	1.0%	5,566.4	2.0%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	3.0	11.5%	9.3	4.7%	14,938.3	5.4%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.2	0.1%	11,746.9	4.2%
Unknown	0.0	0.0%	6.5	3.3%	14,303.8	5.2%
Total Teaching Positions	26.0	100.0%	198.1	100.0%	277,697.8	100.0%

Note: The data in these tables is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned to based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

The data source is the California State Assignment Accountability System (CalSAAS) provided by the Commission on Teacher Credentialing. For information on the CalSAAS, visit the CALPADS web page at https://www.cde.ca.gov/ds/sp/cl/calpadsupdflash201.asp.

For more information on the definitions listed above, refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

### Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

This table displays the number of authorization/assignments of teachers with permits and waivers; misassignments; and vacant positions. For questions concerning the permits, waivers, and misassignment of teachers, visit the California Commission on Teacher Credentialing website at https://www.ctc.ca.gov/.

Teachers Without Credentials and Misassig	Three-Year Dat		
Authorization/Assignment	2020-21	2021-22	2022-23
Permits and Waiver	0.0	0.0	1.0
Misassignments	0.0	2.0	2.0
Vacant Positions	0.0	0.0	0.0
Total Teachers Without Credentials and Misassignments	0.0	2.0	3.0



## Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

This table displays the number of credentialed teachers authorized on a permit or waiver and local assignment options. For more information on the definitions listed above, refer to the California Commission on Teacher Credentialing's Administrator's Assignment Manual at https://www.ctc.ca.gov/credentials/manuals.

Credentialed Teachers Assigned Out-of-	Three-Year Dat		
Indicator	2020-21	2021-22	2022-23
Credentialed Teachers Authorized on a Permit or Waiver	0.0	0.0	0.0
Local Assignment Options	0.0	0.0	0.0
Total Out-of-Field Teachers	0.0	0.0	0.0

## **Class Assignments**

This table displays the percentage of misassignments of English learners and teachers with no credential, permit or authorization to teach. Misassignment and vacant teacher position data should be available in the district's personnel office.

Class Assignments	Three-Year Data		
Indicator	2020-21	2021-22	2022-23
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0.0%	8.5%	7.4%
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0.0%	2.8%	0.0%

## The data source is the California State Assignment Accountability System (CalSAAS) provided by the Commission on Teacher Credentialing. For information on the CalSAAS, visit the CALPADS web page at https://www.cde.ca.gov/ds/sp/cl/calpadsup-dflash201.asp.

For more information on the definitions listed above, refer to the Updated Teacher Equity Definitions web page at https:// www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

### Academic Counselors and School Support Staff

This table displays information about academic counselors and support staff at the school and their full-time equivalent (FTE).

2023-24 School Year	
1 2 2 10 10 10 10 10 10 10 10 10 10 10 10 10	Ratio
Pupils to Academic counselors	*
Support Staff	FTE
Counselor (academic, social/behavioral or career development)	0.00
Library media teacher (librarian)	0.00
Library media services staff (paraprofessional)	1.00
Psychologist	1.50
Social worker	0.71*
Nurse	0.14**
Speech/language/hearing specialist	2.00
Resource specialist (nonteaching)	0.00

Not applicable.

 Social Workers for the District to support students with mental health programs and provide Educationally Related Mental Health Services.

\*\* 1 District Nurse to oversee all schools and is available for all students



## **Financial Data**

The financial data displayed in this SARC is from the 2022-23 fiscal year. The most current fiscal information available provided by the state is always two years behind the current school year and one year behind most other data included in this report. For detailed information on school expenditures for all districts in California, see the California Department of Education (CDE) Current Expense of Education & Per-pupil Spending web page at www.cde.ca.gov/ds/fd/ec. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits web page at www.cde.ca.gov/ds/fd/cs. To look up expenditures and salaries for a specific school district, see the Ed-Data website at www.ed-data.org.

## **District Financial Data**

This table displays district teacher and administrative salary information and compares the figures to the state averages for districts of the same type and size based on the salary schedule. Note: The district salary data does not include benefits.

Salary Data		2022-23 Fiscal Yea
	San Ysidro SD	Similar Sized District
Beginning teacher salary	\$56,942	\$57,838
Midrange teacher salary	\$85,245	\$90,040
Highest teacher salary	\$112,613	\$118,647
Average elementary school principal salary	\$141,711	\$144,638
Average middle school principal salary	\$140,176	\$148,269
Superintendent salary	\$213,958	\$229,985
Teacher salaries: percentage of budget	33.00%	30.79%
Administrative salaries: percentage of budget	4.00%	5.71%

## School Financial Data

The following table displays the school's average teacher salary and a breakdown of the school's expenditures per pupil from unrestricted and restricted sources.

School Financial D	ata
2022-23 Fiscal Yea	ir.
Total expenditures per pupil	\$7,790
Expenditures per pupil from restricted sources	\$235
Expenditures per pupil from unrestricted sources	\$7,555
Annual average teacher salary	\$103,531



## Financial Data Comparison

This table displays the school's per-pupil expenditures from unrestricted sources and the school's average teacher salary and compares it to the district and state data.

Financial Data Comparison	2022-23 Fiscal Ye			
	Expenditures Per Pupil From Unrestricted Sources	Annual Average Teacher Salary		
Smythe ES	\$7,555	\$103,531		
San Ysidro SD	\$12,683	\$105,887		
California	\$10,771	\$94,129		
School and district: percentage difference	-40.4%	-2.2%		
School and California: percentage difference	-29.9%	+10.0%		

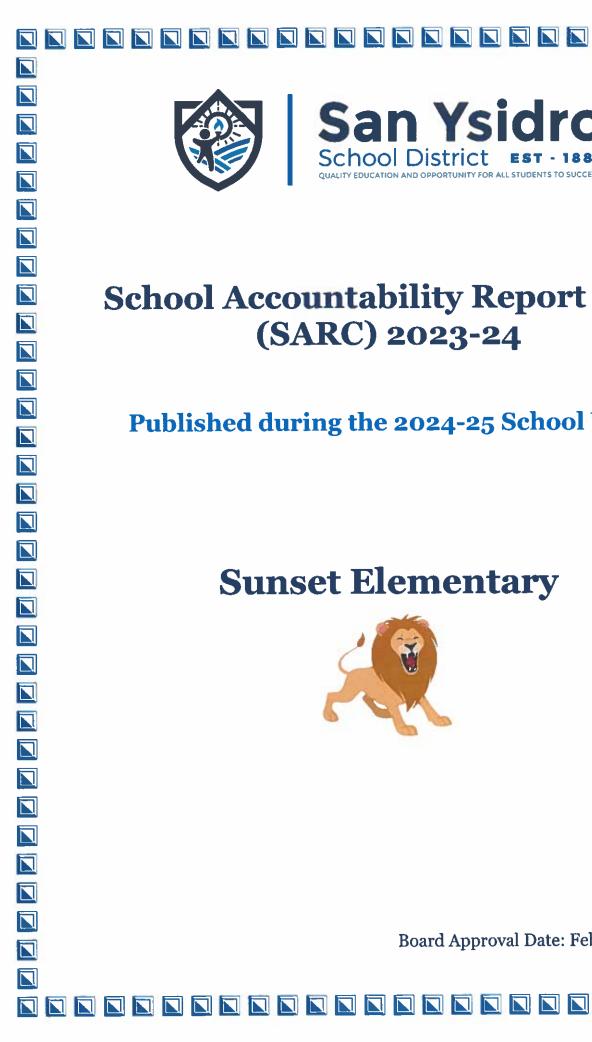
Data for this year's SARC was provided by the California Department of Education and school and district offices. For additional information on California schools and districts and comparisons of the school to the district, the county and the state, please visit DataQuest at http://dq.cde.ca.gov/dataquest. DataQuest is an online resource that provides reports for accountability, test data, enrollment, graduates, dropouts, course enrollments, staffing and data regarding English learners. Per Education Code Section 35256, each school district shall make hard copies of its annually updated report card available, upon request, on or before February 1. All data accurate as of December 2024.

## **Expenditures Per Pupil**

Supplemental/restricted expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted. Basic/unrestricted expenditures are from money whose use, except for general guidelines, is not controlled by law or by a donor.

School Accountability Report Card

Published by: SchoolStatus. www.schoolstatus.com





## **School Accountability Report Card** (SARC) 2023-24

## Published during the 2024-25 School Year

## **Sunset Elementary**



Board Approval Date: February 6, 2025

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School District and San Ysidro, CA 92173 • www.sysdschools.org Gina A. Potter, Ed.D., Superintendent • gina.potter@sysdschools.org • (619) 428-4476

# SARC

2023-24 School Accountability Report Card Published in 2024-25





## **Sunset Elementary School**

Grades TK-6 CDS Code 37-68379-6093264

Matthew Bandy, Interim Principal matthew.bandy@sysdschools.org

3825 Sunset Lane San Ysidro, CA 92173 (619) 428-1148 www.sysdschools.org/sunset



## **Sunset Elementary**

**Home of The Mighty Lions** 

Sunset Lions ROAR: Respect Others, Act Responsibly

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## Principal's Message

#### Welcome to Sunset Elementary – Home of the Lions!

At Sunset Elementary, we believe every day is a chance to grow, inspire, and achieve, and I am beyond thrilled to serve as the principal of this incredible school. It is both a privilege and an honor to lead such a passionate community where every individua—from our talented staff to our enthusiastic students and supportive families—plays a vital role in our shared success.

As we step into the 2024-25 school year, our journey together will focus on academic excellence and wholestudent development. By aligning our curriculum with the California State Standards, we will ensure that each child receives the highest quality education, tailored to their unique strengths and needs. But our mission goes beyond academics. We are dedicated to fostering a learning environment where students feel safe, supported, and inspired to become the best versions of themselves.

The Sunset Elementary family is built on strong partnerships between school, home, and the broader community. Together, we are committed to nurturing a culture of respect, kindness, and perseverance. I am excited to collaborate with you all to make this school year not only productive but unforgettable.

Thank you for being part of this amazing journey. Let's continue to make Sunset Elementary a place where Lions ROAR with pride!

With gratitude and enthusiasm,

Matthew Bandy

Interim Principal, Sunset Elementary

It's a great day to be a Lion!

## School Mission Statement

#### Sunset Elementary School: "A tradition of academic excellence"

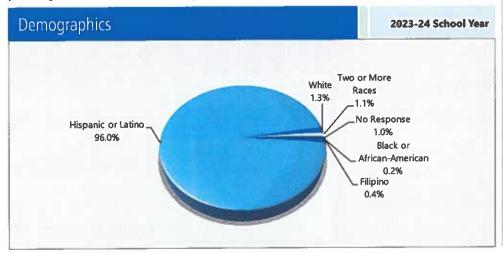
Our mission is to provide equity and excellence in academic achievement for all students and prepare them for a promising future. Parents, teachers, and students will work together in a safe and caring learning environment to ensure the socio-emotional and academic success of all students.

## School Vision Statement

All students learn self-respect, social responsibility, and a global perspective.

## Enrollment by Student Group

The total enrollment at the school was 522 students for the 2023-24 school year. The pie chart displays the percentage of students enrolled in each group.





## School Accountability Report Card

In accordance with state and federal requirements, the School Accountability Report Card (SARC) is put forth annually by all public schools as a tool for parents and interested parties to stay informed of the school's progress, test scores and achievements.

## **District Mission Statement**

The mission of the San Ysidro School District:

Quality education and opportunity for all students to succeed.

## **District Vision Statement**

The San Ysidro School District, in partnership with our teachers and community, is committed to providing a high-quality, multicultural learning environment that promotes academic excellence, social responsibility, and physical and emotional well-being for all students.

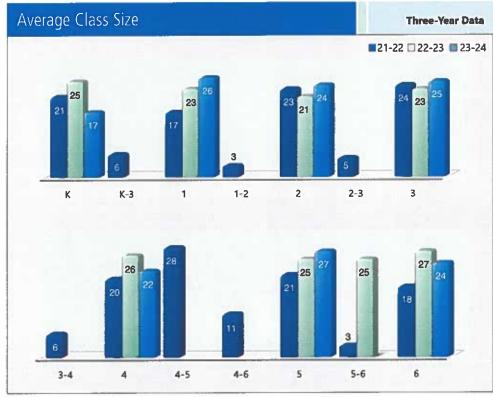
## School Board

Zenaida Rosario, President Antonio Martinez, Vice President Irene Lopez, Clerk Martin Arias, Member Kenia Peraza, Member



## **Class Size Distribution**

The bar graphs display the three-year data for average class size, and the table displays the three-year data for the number of classrooms by size. The number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.



## Number of Classrooms by Size

Three-Year Data

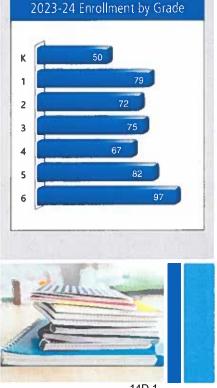
		1				4.1.1				
		2021-22			2022-23			2023-24		
A		Number of Students								
Grade	1-20	21-32	33+	1-20	21-32	33+	1-20	21-32	33+	
к	1	2			3		3			
K-3	1			. T.,						
1	3	1			3			3		
1-2	1						E.S.			
2		3		1	2			3		
2-3	1						năn (			
3	San	3			3			3		
3-4	1									
4	1	3			3			3		
4-5		1	1				1			
4-6	1									
5	1	3	1		3			3		
5-6	1				1					
6	1	4		1	3			4	1	

## Enrollment by Student Group

Demographics				
2023-24 School Year				
Female	51.50%			
Male	48.50%			
Non-Binary	0.00%			
English learners	68.40%			
Foster youth	0.40%			
Homeless	26.20%			
Migrant	0.00%			
Socioeconomically Disadvantaged	70.50%			
Students with Disabilities	9.40%			

## Enrollment by Grade

The bar graph displays the total number of students enrolled in each grade for the 2023-24 school year.



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## Suspensions and Expulsions

This table shows the school, district, and state suspension and expulsion rates collected between July through June, each full school year respectively. Note: Students are only counted one time, regardless of the number of suspensions.

Suspensions and Expulsions					Three-Ye	ar Data			
	Sunset ES			set ES San Ysidro SD			California		
	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24
Suspension rates	2.00%	1.40%	0.50%	2.50%	3.00%	3.10%	3.20%	3.60%	3.30%
Expulsion rates	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.10%	0.10%	0.10%



## **Professional Development**

All curriculum and instructional improvement activities at San Ysidro School District are aligned to the California Common Core State Standards and frameworks. The district professional-development program provides opportunities for teachers and support staff to implement the district's core curriculum for all students, update subject-area expertise, use data to plan instructional improvement strategies and acquire new instructional strategies for use in the classroom. Additionally, teachers and support staff have the opportunity to participate in conferences, districtwide professional development throughout the year focusing on Common Core State Standards implementation and specific training to support English language learners and students with special needs.

At the site level each year, targeted professional-improvement activities are provided for teachers and support staff that reflect the specific school goals and objectives reflected in the school site plan such as: Professional Learning Community (PLC); Grade Level Collaborations as well as various conferences and workshops, such as Association of California School Administrators (ACSA) Leadership Summit, Project GLAD training, AVID Institutes, CABE Summer Institute, CABE Dual Language Teacher Academy, Universal Design for Learning Sessions, WRITE Foundations Trainings, Middle School Math Trainings from San Diego County Office of Education, TK-2 Math Training Sessions from Emily Stewart, as well as training sessions for the newly adopted instructional materials (Twig Science, and Savvas, CA History Social Science myWorld Interactive).

Development Days
of school days staff development ous improvement
125
130
130

## Suspensions and Expulsions by Student Group

Suspensions and Expulsions by Student Group		2023-24 School Yea	
Student Group	Suspensions Rate	Expulsions Rate	
All Students	0.50%	0.00%	
Female	0.30%	0.00%	
Mate	0.70%	0.00%	
Non-Binary	0.00%	0.00%	
American Indian or Alaska Native	0.00%	0.00%	
Asian	0.00%	0.00%	
Black or African American	0.00%	0.00%	
Filipino	0.00%	0.00%	
Hispanic or Latino	0.60%	0.00%	
Native Hawaiian or Pacific Islander	0.00%	0.00%	
Two or More Races	0.00%	0.00%	
White	0.00%	0.00%	
English Learners	0.80%	0.00%	
Foster Youth	0.00%	0.00%	
Homeless	0.60%	0.00%	
Socioeconomically Disadvantaged	0.40%	0.00%	
Students Receiving Migrant Education Services	0.00%	0.00%	
Students with Disabilities	3.30%	0.00%	



## California Physical Fitness Test

Each spring, all students in grades 5, 7 and 9 are required to participate in the California Physical Fitness Test (PFT). The Fitnessgram is the designated PFT for students in California public schools put forth by the State Board of Education. Encouraging and assisting students in establishing lifelong habits of regular physical activity is the primary goal of the Fitnessgram. The table shows the percentage of students participating in each of the fitness components for the most recent testing period. For more detailed information on the California PFT, please visit www.cde.ca.gov/ta/tg/pf.

	rnia Physical F			and the second se	
Percenta	ge of Students Par	ticipating in Each	Of The Five Fitness	Components	
0	Component 1:	Component 2:	Component 3:	Component 4:	Component 5:
Grade	Aerobic Capacity	Abdominal Strength and Endurance	Trunk Extensor and Strength and Flexibility	Upper Body Strength and Endurance	Flexibility
5	98.7%	98.7%	98.7%	97.4%	100.0%

## Chronic Absenteeism by Student Group

Chronic Absenteeism by Stud	2023-2	4 School Year			
Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enroliment	Chronic Absentaeism Count	Chronic Absenteeism Rate	
All Students	578	560	133	23.80%	
Female	293	283	62	21.90%	
Male	285	277	71	25.60%	
Non-Binary	0	0	0	0.00%	
American Indian or Alaska Native	0	0	0	0.00%	
Asian	0	0	0	0.00%	
Black or African American	0	0	0	0.00%	
Filipino	0	0	0	0.00%	
Hispanic or Latino	547	534	126	23.60%	
Native Hawailan or Pacific Islander	0	0	0	0.00%	
Two or More Races	11	*	\$	\$	
White	0	0	0	0.00%	
English Learners	399	387	91	23.50%	
Foster Youth	0	0	0	0.00%	
Homeless	161	152	43	28.30%	
Socioeconomically Disadvantaged	516	503	120	23.90%	
Students Receiving Migrant Education Services	0	0	0	0.00%	
Students with Disabilities	60	59	14	23.70%	

Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.



## Types of Services Funded

San Ysidro School District received state and federal funding for the following categorical, special education and support programs:

#### Federal funds

- Every Student Success Act (ESSA): Title I, Part A
- Special Ed: IDEA Basic Local Assistance Entitlement, Part B, Section 611
- Special Ed: IDEA Preschool Grants, Part B, Sec 619
- Special Ed: IDEA Mental Health Allocation Plan, Part B, Sec 611
- Special Ed: IDEA Preschool Staff Development, Part B, Sec 619
- ESSA: Title II, Part A, Supporting Effective Instruction
- ESSA: Title III, Limited English Proficiency (LEP) Student Program
- ESSA: Title IV, Part A, Student Support and Academic Enrichment Grants
- ESSA: Education for Homeless Children and Youth, Subtitle VII-B McKinney-Vento Act
- Elementary and Secondary School Emergency Relief (ESSER) Fund

#### State funds

- Lottery Unrestricted
- Lottery Instructional Materials
- Local Control Funding Formula
- Education Protection Account
- Expanded Learning Opportunities
   Program (ELOP)
- Expanded Learning Opportunities
   Grant
- Educator Effectiveness Block Grant
- Special Education: Assembly Bill (AB)
   602
- Special Education: Learning Recovery
  Support
- Special Education: State Mental Health Services
- Special Education: Early Intervention
   Preschool Grant
- After School Education and Safety (ASES) programs



## Statewide Assessments

**Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAS] for English language arts/literacy (ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

- 1. Smarter Balanced Summative Assessments and CAAs for ELA in grades three through eight and grade eleven.
- 2. Smarter Balanced Summative Assessments and CAAs for mathematics in grades three through eight and grade eleven.
- 3. California Science Test (CAST) and CAAs for Science in grades five, eight, and once in high school (i.e., grade 10, 11 or 12).

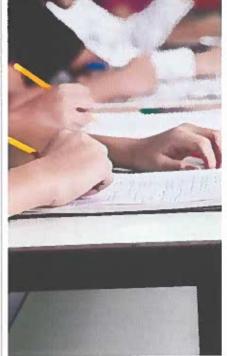
## CAASPP Test Results in Science for All Students

Percentage of Stud	lents Meeting or Ex	ceeding St	ate Standa	ard	Two	-Year Data
The Trans	Suns	Sunset ES San Ysidro SD		Calif	ornia	
Subject	22-23	23-24	22-23	23-24	22-23	23-24
Science	9.68%	23.38%	18.22%	18.53%	30.29%	30.73%

## CAASPP Test Results in ELA and Mathematics for All Students

The table below shows the percent of students meeting or exceeding the State standards on the California Assessment of Student Performance and Progress (CAASPP) Smarter Balanced Summative Assessments and California Alternate Assessments (CAAs) for English language arts/literacy (ELA) and mathematics for grades 3-8 and 11.

Percentage of Students Meet	i a	IWO	-Year Dat			
	Sunset ES		San Ysidro SD		California	
Subject	22-23	23-24	22-23	23-24	22-23	23-24
English language arts/literacy	31%	32%	35%	35%	46%	47%
Mathematics	24%	24%	24%	26%	34%	35%





The tables on the following pages display the percentage of students that met or exceeded state standards in science, English language arts/literacy and mathematics for the school by student groups.

The "percentage met or exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard on the CAA divided by the total number of students who participated in both assessments.

Note: The number of students tested includes all students who participated in the test whether they received a score or not. However, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

## CAASPP Test Results by Student Group: Science (grade 5)

Science					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	77	77	100.00%	0.00%	23.38%
Female	36	36	100.00%	0.00%	19.44%
Male	41	41	100.00%	0.00%	26.83%
American Indian or Alaska Native	•	\$	٠	*	*
Asian	\$	\$	*	*	*
Black or African American	\$	*	۵	٠	*
Filipino	*	\$	*	٠	*
Hispanic or Latino	74	74	100.00%	0.00%	22.97%
Native Hawaiian or Pacific Islander	*	*	*	*	*
Two or more races	*	•	*	٠	*
White	*	*	\$	٠	\$
English Learners	44	44	100.00%	0.00%	2.27%
Foster Youth	\$	*	*	*	*
Homeless	22	22	100.00%	0.00%	22.73%
Military	*	*	*	4	•
Socioeconomically disadvantaged	65	65	100.00%	0.00%	18.46%
Students receiving Migrant Education services	*	*	*	٠	*
Students with Disabilities	•	*	*	+	\$

Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.





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## CAASPP Test Results by Student Group: English Language Arts (grades 3-6)

English Language Arts					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	323	306	94.74%	5.26%	32.03%
Female	164	159	96.95%	3.05%	35.22%
Male	159	147	92.45%	7.55 <mark>%</mark>	28.57%
American Indian or Alaska Native	•	\$	٠	*	*
Asian	\$	\$	٠	*	*
Black or African American	\$	\$	٠	•	*
Filipino	\$	*	٠	*	*
Hispanic or Latino	312	297	95.19%	4.81%	30.98%
Native Hawailan or Pacific Islander	\$	*	٠	*	*
Two or more races	*	*	٠	٠	*
White	\$	*	*	*	*
English Learners	210	195	92.86%	7.14%	13.33%
Foster Youth	¢	\$	٠	*	\$
Homeless	87	84	96.55%	3.45%	26.19%
Military	*	*	*	\$	*
Socioeconomically disadvantaged	293	278	94.88%	5.12%	29.14%
Students receiving Migrant Education services	*	*	٠	•	*
Students with Disabilities	37	35	94.59%	5.41%	17.14%

Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.





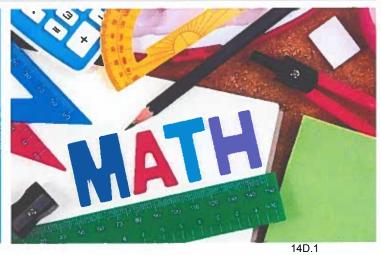
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## CAASPP Test Results by Student Group: Mathematics (grades 3-6)

Mathematics				Harris Contraction	
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	323	320	99.07%	0.93%	24.06%
Female	164	163	99.39%	0.61%	19.63%
Male	159	157	98.74%	1.26%	28.66%
American Indian or Alaska Native	\$	\$	٠	*	*
Asian	*	*	*	*	*
Black or African American	¢	4	*	*	*
Filipino	*	*	*	*	*
Hispanic or Latino	312	309	99.04%	0.96%	23.62%
Native Hawaiian or Pacific Islander	4	*	٠	\$	*
Two or more races	\$	\$	*	٠	*
White	\$	*	*	\$	*
English Learners	210	208	99.05%	0.95%	11.06%
Foster Youth	*	*	*	¢	*
Homeless	87	87	100.00%	0.00%	22.99%
Military	*	*	*	*	*
Socioeconomically disadvantaged	293	290	98.98%	1.02%	22.07%
Students receiving Migrant Education services	*	*	\$	*	*
Students with Disabilities	37	35	94.59%	5.41%	14.29%

Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.







## Textbooks and Instructional Materials

San Ysidro School District held a public hearing on September 12, 2024, determining sufficiency of instructional materials at all schools within the district. All schools were found to have sufficient and good-quality textbooks, instructional materials or science lab equipment pursuant to the settlement of Williams v. the State of California.

Students, including English learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education, making the textbooks used in the school the most current available. All teachers review materials approved for use by the state, and a recommendation is made to the board of trustees by a selection committee composed of teachers and administrators.

Textbooks and Ins	tructional Materials List	24-25 School Yea
Subject	Textbook	Adopted
Reading/language arts	Benchmark Ready to Advance (TK), Listos y Adelante (Spanish for Dual Language)	2018
Reading/language arts	Benchmark Advance (English for K-6)	2023
Reading/language arts	Benchmark Adelante (K-3) Spanish for Dual Language	2023
Reading/language arts	Benchmark Steps to Advance (2-6 SDC)	2018
English Language Development	Benchmark Advance: Asset-Based Access to English- Express (K-6)	2023
English Language Development	Ready to Advance (TK)	2018
Mathematics	My Math, McGraw-Hill (K-5)	2017
Mathematics	SpringBoard, College Board (6)	2017
Science/Health	TWIG Science (TK-5) and Spanish for Dual Language	2023
Science/Health	California Inspire Science-Earth and Space, McGraw Hill ( and Spanish for Dual Language	6) 2023
History/Social Science	History Social Science CA myWorld Interactive, Savvas (K 5) and Spanish for Dual Language	- 2024
History/Social Science	CA History Social Science myWorld Interactive Secondary Savvas/Pearson (6) and Spanish for Dual Language	/. 2024

### Public Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## Parental Involvement

Sunset Elementary School promotes active parent involvement and engagement, as it acknowledges the value of parents participating in their students' education. Parents assist the school by volunteering in classrooms and participating in the Parent Teacher Association, School Site Council, English Learner Advisory Committee and District Advisory Committee. Parents also attend monthly parent meetings with the principal, parent workshops and parenting classes.

We encourage parents to become involved in school activities and programs in order to increase the academic success of their child. For more information on how to become involved, please contact Outreach Consultant Rodrigo Amezquita at (619) 428-1148 ext. 3684.

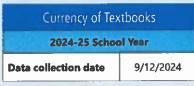
### Availability of Textbooks and Instructional Materials

The following lists the percentage of pupils who lack their own assigned textbooks and instructional materials.

Percentage of Students Lacking Materials by Subject		
2024-25 School Year		
Reading/language arts	0%	
Mathematics	0%	
Science	0%	
History/social science	0%	
Visual and performing arts	\$	
Foreign language	\$	
Health	¢	

## **Currency of Textbooks**

This table displays the date when the most recent hearing was held to adopt a resolution on the sufficiency of instructional materials.



## **Quality of Textbooks**

The following table outlines the criteria required for choosing textbooks and instructional materials.

Quality of Textbooks	
2024-25 School Year	
Criteria	Yes/No
Are the textbooks adopted from the most recent state- approved or local governing- board-approved list?	Yes

10

## School Facility Good Repair Status

The table shows the results of the school's most recent inspection using the Facility Inspection Tool (FIT) or equivalent school form. This inspection determines the school facility's good repair status using ratings of good condition, fair condition or poor condition. The overall summary of facility conditions uses ratings of exemplary, good, fair or poor. At the time of this school facility inspection, no deficiencies were found.

School Facility Good Repair Status	2024-25 School Year
Items Inspected	Repair Status
Systems: Gas leaks, sewer, mechanical systems (heating, ventilation and	d HVAC) Good
Interior: Interior surfaces (floors, ceilings, walls and window casings)	Good
Cleanliness: Pest/vermin control, overall cleanliness	Good
Electrical: Electrical systems	Good
Restrooms/fountains: Restrooms, sinks and drinking fountains	Good
Safety: Fire safety, emergency systems, hazardous materials	Fair
Structural: Structural condition, roofs	Good
External: Windows/doors/gates/fences, playgrounds/school grounds	Good
Overall summary of facility conditions	Good
Date of the most recent FIT report	10/22/2024

## **Deficiencies and Repairs**

The table lists the repairs required for all deficiencies found during the site inspection. Regardless of each item's repair status, all deficiencies are listed. For all items inspected that were found to not be in "good repair," a work-order has been created and maintenance will be done before the end of the 2024-25 school year. Maintenance items will be prioritized so that student safety is not compromised.

Deficiencies and F	Repairs 2024-25 School Year
items inspected	Deficiencies and Action Taken or Planned
Electrical	Appliances shall be plugged directly into electrical outlets; Room 23: Lights burned out.
Safety	Deficiency not listen.

## **School Safety**

The district developed a Comprehensive School Safety Plan in order to comply with Senate Bill 187 of 1997. The plan provides students and staff means to ensure a safe and orderly learning environment. Key elements of the Comprehensive School Safety Plan include child-abuse reporting procedures, teacher notification of dangerous-pupils procedures, disaster-response procedures, procedures for safe entering to and exiting from school, sexual harassment policy, suspension and expulsion policies, dress code and discipline policies.

Sunset Elementary School places strong emphasis on safety for students and staff. Emergency plans are reviewed frequently. Annual training procedures and drills for earthquakes, fires, intruders and bus evacuations are held according to district requirements. Maintenance staff works with a scheduled preventive program to offset costly repairs. Staff models and reviews safe behaviors and practices with the students regularly. The school safety plan was last reviewed, updated and discussed with the school faculty in November 2024.



## **School Facilities**

Sunset Elementary School was built in 2004 and provides a safe, clean environment for students, staff and volunteers. It houses 32 permanent classrooms, two computer labs, a library, a multipurpose room and administrative offices, encompassing a total of 71,977 square feet. The playground consists of black top and turf field for students' recess and lunch time play activities.

The safety of students and staff is a primary concern. All visitors must sign in at the front office and wear identification tags while on school grounds. School staff and administrators are on duty during recess, lunch, and before and after school to ensure the safety of all students. The school's disaster-preparedness plan includes steps for ensuring student and staff safety during a disaster. Fire and disaster drills are conducted on a regular basis throughout the school year. The school currently employs part-time campus security that assist with student safety before, during and after school.

#### Cleaning Process

The District Governing Board has adopted cleaning standards for all schools in the district. Basic cleaning operations are performed on a daily basis throughout the school year with emphasis on classrooms and restrooms. A joint effort between students and staff helps keep the campus clean and litter-free. The principal works daily with custodians to develop sanitation schedules that maintain a clean, safe and functional learning environment. There are three custodians currently assigned to the school.

#### Maintenance and Repair

A scheduled maintenance program is administered by Sunset Elementary School's custodial staff on a regular basis, with heavy maintenance functions occurring during vacation periods. Additionally, San Ysidro School District administers a scheduled maintenance program to ensure school grounds and facilities remain in excellent repair. A work-order process is used when issues arise that require immediate attention. Emergency repairs are given the highest priority; repair requests are completed efficiently and in the order in which they are received. At the time of publication, 100% of toilets on campus were in good working order.



## Teacher Preparation and Placement

These tables display the number and percent of teacher authorization/assignment as well as the total number and percent of teaching positions at the school, district and state levels. For questions concerning the assignment of teachers outside their subject area of competence or the credential status of teachers, visit the California Commission on Teacher Credentialing website at https://www.ctc.ca.gov/.

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	22.0	95.7%	171.8	93.1%	228,366.1	83.1%
Intern Credential Holders Property Assigned	0.0	0.0%	0.0	0.0%	4,205.9	1.5%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	0.0	0.0%	1.1	0.6%	11,216.7	4.1%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.8	0.4%	12,115.8	4.4%
Unknown	1.0	4.3%	10.7	5.8%	18,854.3	6.9%
Total Teaching Positions	23.0	100.0%	184.5	100.0%	274,759.1	100.0%

Teacher Preparation and Placement						2021-22 School Yes	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent	
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	24.6	96.1%	181.6	92.2%	234,405.2	84.0%	
Intern Credential Holders Property Assigned	0.0	0.0%	1.0	0.5%	4,853.0	1.7%	
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	1.0	3.9%	11.1	5.6%	12,001.5	4.3%	
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.2	0.1%	11,953.1	4.3%	
Unknown	0.0	0.0%	3.0	1.6%	15,831.9	5.7%	
Total Teaching Positions	25.6	100.0%	197.0	100.0%	279,044.8	100.0%	

Teacher Preparation and Placement					LOLL	23 School Yea
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	20.0	90.9%	179.9	90.8%	231,142.4	83.2%
Intern Credential Holders Property Assigned	0.0	0.0%	2.0	1.0%	5,566.4	2.0%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	2.0	9.1%	9.3	4.7%	14,938.3	5.4%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.2	0.1%	11,746.9	4.2%
Unknown	0.0	0.0%	6.5	3.3%	14,303.8	5.2%
Total Teaching Positions	22.0	100.0%	198.1	100.0%	277,697.8	100.0%

Note: The data in these tables is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned to based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

The data source is the California State Assignment Accountability System (CalSAAS) provided by the Commission on Teacher Credentialing. For information on the CalSAAS, visit the CALPADS web page at https://www.cde.ca.gov/ds/sp/cl/calpadsupdflash201.asp.

For more information on the definitions listed above, refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

## Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

This table displays the number of authorization/assignments of teachers with permits and waivers; misassignments; and vacant positions. For questions concerning the permits, waivers, and misassignment of teachers, visit the California Commission on Teacher Credentialing website at https://www.ctc.ca.gov/.

Teachers Without Credentials and Misassig	minento		ree-Year Data
Authorization/Assignment	2020-21	2021-22	2022-23
Permits and Waiver	0.0	0.0	0.0
Misassignments	0.0	1.0	2.0
Vacant Positions	0.0	0.0	0.0
Total Teachers Without Credentials and Misassignments	0.0	1.0	2.0

### California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard. org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

## Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

This table displays the number of credentialed teachers authorized on a permit or waiver and local assignment options. For more information on the definitions listed above, refer to the California Commission on Teacher Credentialing's Administrator's Assignment Manual at https://www.ctc.ca.gov/credentials/manuals.

Credentialed Teachers Assigned Out-of-	Field	Th	ree-Year Dat
Indicator	2020-21	2021-22	2022-23
Credentialed Teachers Authorized on a Permit or Waiver	0.0	0.0	0.0
Local Assignment Options	0.0	0.0	0.0
Total Out-of-Field Teachers	0.0	0.0	0.0

## **Class Assignments**

This table displays the percentage of misassignments of English learners and teachers with no credential, permit or authorization to teach. Misassignment and vacant teacher position data should be available in the district's personnel office.

Class Assignments	Three-Year Data		
Indicator	2020-21	2021-22	2022-23
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0.0%	3.1%	9.0%
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0.0%	0.0%	0.0%

#### The data source is the California State Assignment Accountability System (CalSAAS) provided by the Commission on Teacher Credentialing. For information on the CalSAAS, visit the CALPADS web page at https://www.cde.ca.gov/ds/sp/cl/calpadsupdflash201.asp.

For more information on the definitions listed above, refer to the Updated Teacher Equity Definitions web page at https:// www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

## Academic Counselors and School Support Staff

This table displays information about academic counselors and support staff at the school and their full-time equivalent (FTE).

Ratio of Pupils to Academic Counselors School Support Staff D	
2023-24 School Year	
	Ratio
Pupils to Academic counselors	*
Support Staff	FTE
Counselor (academic, social/behavioral or career development)	0.00
Library media teacher (librarian)	0.00
Library media services staff (paraprofessional)	1.00
Psychologist	0.50
Social worker	0.71*
Nurse	0.14**
Speech/language/hearing specialist	0.00
Resource specialist (nonteaching)	0.00
♦ Not applicable.	

Not applicable.

- 5 Social Workers for the District to support students with mental health programs and provide Educationally Related Mental Health Services.
- \*\* 1 District Nurse to oversee all schools and is available for all students.



## **Financial Data**

The financial data displayed in this SARC is from the 2022-23 fiscal year. The most current fiscal information available provided by the state is always two years behind the current school year and one year behind most other data included in this report. For detailed information on school expenditures for all districts in California, see the California Department of Education (CDE) Current Expense of Education & Per-pupil Spending web page at www.cde.ca.gov/ds/fd/ec. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits web page at www.cde.ca.gov/ds/fd/cs. To look up expenditures and salaries for a specific school district, see the Ed-Data website at www.ed-data.org.

## **District Financial Data**

This table displays district teacher and administrative salary information and compares the figures to the state averages for districts of the same type and size based on the salary schedule. Note: The district salary data does not include benefits.

Salary Data		2022-23 Fiscal Yea		
	San Ysidro SD	Similar Sized District		
Beginning teacher salary	\$56,942	\$57,838		
Midrange teacher salary	\$85,245	\$90,040		
Highest teacher salary	\$112,613	\$118,647		
Average elementary school principal salary	\$141,711	\$144,638		
Average middle school principal salary	\$140,176	\$148,269		
Superintendent salary	\$213,958	\$229,985		
Teacher salaries: percentage of budget	33.00%	30.79%		
Administrative salaries: percentage of budget	4.00%	5.71%		

## School Financial Data

The following table displays the school's average teacher salary and a breakdown of the school's expenditures per pupil from unrestricted and restricted sources.

School Financial Da	ata
2022-23 Fiscal Yea	IF.
Total expenditures per pupil	\$9,047
Expenditures per pupil from restricted sources	\$241
Expenditures per pupil from unrestricted sources	\$8,806
Annual average teacher salary	\$110,396

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## Financial Data Comparison

This table displays the school's per-pupil expenditures from unrestricted sources and the school's average teacher salary and compares it to the district and state data.

Financial Data Comparison	2022-23 Fiscal Yea	
	Expenditures Per Pupil From Unrestricted Sources	Annual Average Teacher Salary
Sunset ES	\$8,806	\$110,396
San Ysidro SD	\$12,683	\$105,887
California	\$10,771	\$94,129
School and district: percentage difference	-30.6%	+4.3%
School and California: percentage difference	-18.2%	+17.3%

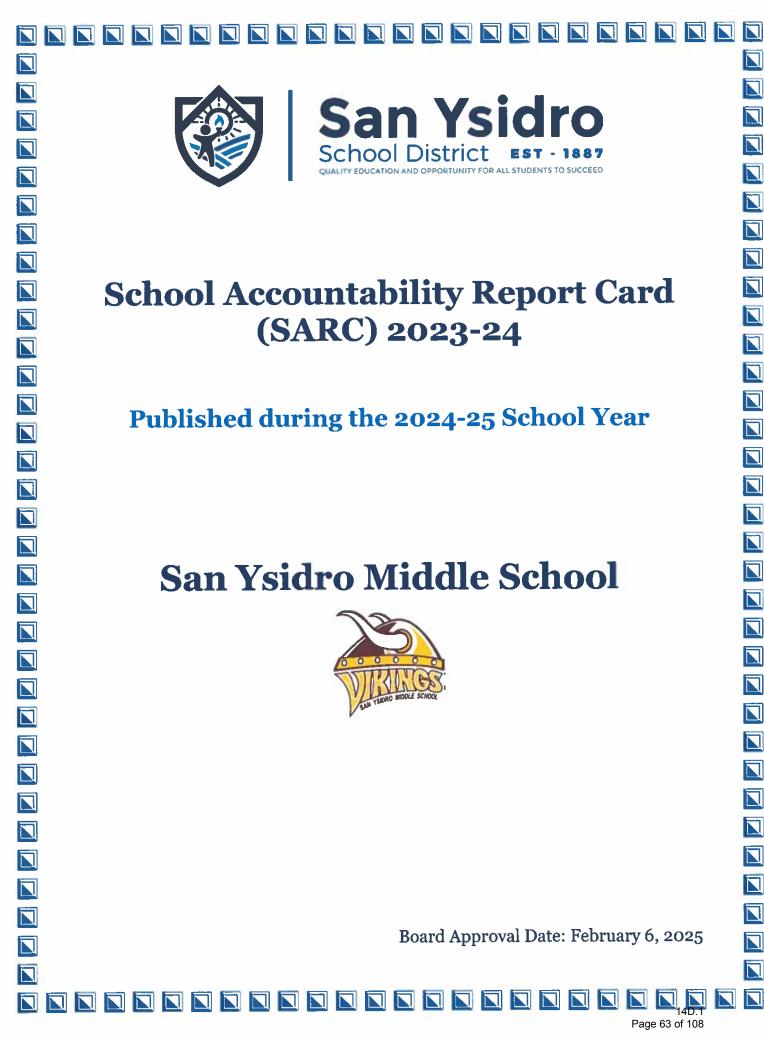
Data for this year's SARC was provided by the California Department of Education and school and district offices. For additional information on California schools and districts and comparisons of the school to the district, the county and the state, please visit DataQuest at http://dq.cde.ca.gov/dataquest. DataQuest is an online resource that provides reports for accountability, test data, enrollment, graduates, dropouts, course enrollments, staffing and data regarding English learners. Per Education Code Section 35256, each school district shall make hard copies of its annually updated report card available, upon request, on or before February 1. All data accurate as of December 2024.

## **Expenditures Per Pupil**

Supplemental/restricted expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted. Basic/unrestricted expenditures are from money whose use, except for general guidelines, is not controlled by law or by a donor.

School Accountability Report Card

Published by: SchoolStatus. www.schoolstatus.com





## **School Accountability Report Card** (SARC) 2023-24

Published during the 2024-25 School Year

## San Ysidro Middle School



Board Approval Date: February 6, 2025

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## San Ysidro Middle School

Grades 7-8 CDS Code 37-68379-6098453

Mairen Ruiz, Principal mairen.ruiz@sysdschools.org

4345 Otay Mesa Road San Ysidro, CA 92173 (619) 428-5551

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San Ysidro Middle School students are safe, responsible and respectful.

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## 2

## Principal's Message

Thank you for reading the annual School Accountability Report Card for San Ysidro Middle School. This report includes valuable information about our academic achievement, professional staff, curricular programs, instructional materials, safety procedures, classroom environment and condition of facilities.

Our focus at San Ysidro Middle School is to provide a safe and positive school climate where students are actively involved in learning academics as well as positive values. Students have access to a challenging curriculum taught by dedicated, professional staff members who use engaging and differentiated instructional strategies to effectively meet the individual needs of students. Ongoing evaluation of student progress and achievement helps us refine the instructional program so students can achieve academic proficiency. Through collaborative and individual effort, our students can overcome the challenges that they will face to reach their maximum potential.

## School Mission Statement

San Ysidro Middle School will provide an environment where all students will gain and practice 21st century skills in a College Career Readiness atmosphere so that they will be prepared for success in high school and beyond.

## School Vision Statement

#### Environment

San Ysidro Middle School will provide an environment where our students' well-being is protected and nurtured through:

- The organization and use of resources to create a safe campus.
- The commitment of all adults to establish individual and supportive relationships with students.
- The development of meaningful programs and activities that allow our students to feel connected to
  our school community.

#### Opportunity

San Ysidro Middle School will provide opportunities for our students through:

- A commitment to equity and access characterized by the recognition that our students are individuals with individual needs.
- The use of student data to determine and provide individualized plans for academic achievement.
- A focus on student responsibility and accountability matched with individualized supports.

#### **21st Century Skills**

San Ysidro Middle School will provide rigorous learning experiences for our students to gain and practice the Four C's, Creativity, Collaboration, Communication and Critical Thinking through:

- Core coursework that is aligned with the California Core State Standards and emphasizes rigorous, high-level learning with relevance to our student's future academic and career goals.
- Elective coursework that allows student to explore their personal skills, abilities and interests.
- The daily delivery of instruction by highly qualified teachers whose lessons are planned to ensure student engagement in the learning process.
- The use of technology as a tool to enhance and apply learning.

#### Success

San Ysidro Middle School will establish success for our students by:

- · Maintaining high expectations for all our school stakeholders.
- Providing individualized support for students.
- Prioritizing professional development and collaboration for teachers.
- Welcoming parent involvement and participation.
- · Developing partnerships within our community.

## School Safety

The district developed a Comprehensive School Safety Plan in order to comply with Senate Bill 187 of 1997. The plan provides students and staff means to ensure a safe and orderly learning environment. Key elements of the Comprehensive School Safety Plan include child-abuse reporting procedures, teacher notification of dangerous-pupils procedures, disaster-response procedures, procedures for safe entering to and exiting from school, sexual harassment policy, suspension and expulsion policies, dress code and discipline policies.

San Ysidro Middle School places a strong emphasis on safety for students and staff. Emergency plans are reviewed frequently. Annual training procedures and drills for earthquakes, fires, intruders and bus evacuations are held according to district requirements. Maintenance staff works with a scheduled preventive program to offset costly repairs. The staff models and reviews safe behaviors and practices with the students regularly. The school safety plan was last reviewed, updated and discussed with the school faculty in November 2024.



## School Accountability Report Card

In accordance with state and federal requirements, the School Accountability Report Card (SARC) is put forth annually by all public schools as a tool for parents and interested parties to stay informed of the school's progress, test scores and achievements.

## **District Mission Statement**

The mission of the San Ysidro School District:

Quality education and opportunity for all students to succeed.

## **District Vision Statement**

The San Ysidro School District, in partnership with our teachers and community, is committed to providing a high-quality, multicultural learning environment that promotes academic excellence, social responsibility, and physical and emotional well-being for all students.

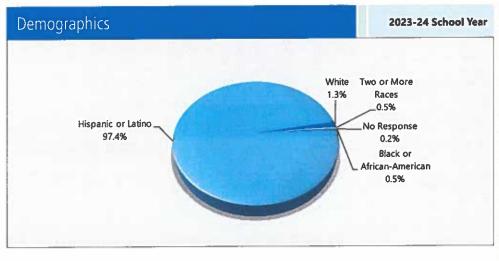
## School Board

Zenaida Rosario, President Antonio Martinez, Vice President Irene Lopez, Clerk Martin Arias, Member Kenia Peraza, Member



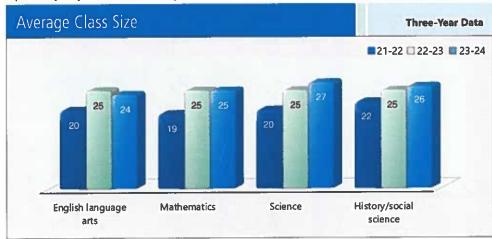
## Enrollment by Student Group

The total enrollment at the school was 548 students for the 2023-24 school year. The pie chart displays the percentage of students enrolled in each group.



## **Class Size Distribution**

The bar graph displays the three-year data for average class size, and the table displays the three-year data for the number of classrooms by size. The number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.



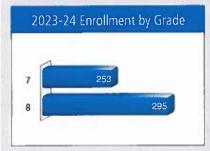
Number of Class	rooms	by Siz	e				1	Three-Yea	r Data
		2021-22			2022-23			2023-24	100mos
a. 1.1 1	Number of Students								
Subject	1-22	23-32	33+	1-22	23-32	33+	1-22	21-32	33+
English language arts	12	13		8	10	3	10	11	1
Mathematics	16	11		8	7	6	9	14	8
Science	14	11		5	9	6	6	16	1
History/social science	9	13	1	6	15	1	11	12	

## Enrollment by Student Group

Demographics 2023-24 School Year						
Male	52.00%					
Non-Binary	0.20%					
English learners	46.40%					
Foster youth	0.00%					
Homeless	31.00%					
Migrant	0.50%					
Socioeconomically Disadvantaged	72.30%					
Students with Disabilities	16.40%					

## Enrollment by Grade

The bar graph displays the total number of students enrolled in each grade for the 2023-24 school year.





## Suspensions and Expulsions

This table shows the school, district, and state suspension and expulsion rates collected between July through June, each full school year respectively. Note: Students are only counted one time, regardless of the number of suspensions.

Suspensions	and Exp	oulsion	15					Three-Ye	ar Data
1. 214 1.45	Sa	n Ysidro	MS	Sa	n Ysidro	SD		California	
	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24
Suspension rates	10.00%	9.60%	13.90%	2.50%	3.00%	3.10%	3.20%	3.60%	3.30%
Expulsion rates	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.10%	0.10%	0.10%



## Professional Development

All curriculum and instructional improvement activities at San Ysidro School District are aligned to the California Common Core State Standards and frameworks. The district professional-development program provides opportunities for teachers and support staff to implement the district's core curriculum for all students, update subject-area expertise, use data to plan instructional improvement strategies and acquire new instructional strategies for use in the classroom. Additionally, teachers and support staff have the opportunity to participate in conferences, districtwide professional development throughout the year focusing on Common Core State Standards implementation and specific training to support English language learners and students with special needs.

#### At the site level each year, targeted professional-improvement activities are provided for teachers and support staff that reflect the specific school goals and objectives reflected in the school site plan such as: Professional Learning Community (PLC); Grade Level Collaborations as well as various conferences and workshops, such as Association of California School Administrators (ACSA) Leadership Summit, Project GLAD training, AVID Institutes, CABE Summer Institute, CABE Dual Language Teacher Academy, Universal Design for Learning Sessions, WRITE Foundations Trainings, Middle School Math Trainings from San Diego County Office of Education, TK-2 Math Training Sessions from Emily Stewart, as well as training sessions for the newly adopted instructional materials (Twig Science, and Savvas, CA History Social Science myWorld Interactive).

dedicated to	of school days staff development ious improvement
2022-23	125
2023-24	130
2024-25	130

	5

## Suspensions and Expulsions by Student Group

Suspensions and Expulsions by Studer	nt Group	2023-24 School Yea
Student Group	Suspensions Rate	Expulsions Rate
All Students	13.90%	0.00%
Female	10.70%	0.00%
Male	16.90%	0.00%
Non-Binary	0.00%	0.00%
American Indian or Alaska Native	0.00%	0.00%
Asian	0.00%	0.00%
Black or African American	0.00%	0.00%
Filipino	0.00%	0.00%
Hispanic or Latino	13.80%	0.00%
Native Hawaiian or Pacific Islander	0.00%	0.00%
Two or More Races	0.00%	0.00%
White	0.00%	0.00%
English Learners	18.10%	0.00%
Foster Youth	0.00%	0.00%
Homeless	13.10%	0.00%
Socioeconomically Disadvantaged	13.50%	0.00%
Students Receiving Migrant Education Services	0.00%	0.00%
Students with Disabilities	13.10%	0.00%

4



## California Physical Fitness Test

Each spring, all students in grades 5, 7 and 9 are required to participate in the California Physical Fitness Test (PFT). The Fitnessgram is the designated PFT for students in California public schools put forth by the State Board of Education. Encouraging and assisting students in establishing lifelong habits of regular physical activity is the primary goal of the Fitnessgram. The table shows the percentage of students participating in each of the five fitness components for the most recent testing period. For more detailed information on the California PFT, please visit www.cde.ca.gov/ta/tg/pf.

California Physical Fitness Test					3-24 School Yea	
Percenta	ge of Students Par	ticipating In Each	Of The Five Fitness	Components		
	Component 1:	Component 2:	Component 3:	Component 4:	Component 5:	
Grade	Aerobic Capacity	Abdominal Strength and Endurance	Trunk Extensor and Strength and Flexibility	Upper Body Strength and Endurance	Flexibility	
7	95.3%	95.3%	95.3%	95.3%	95.3%	

## Chronic Absenteeism by Student Group

Chronic Absenteeism by Stud	ent Group		2023-2	4 School Year
Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	589	580	190	32.80%
Female	281	276	88	31.90%
Male	307	303	102	33.70%
Non-Binary	0	0	0	0.00%
American Indian or Alaska Native	0	0	0	0.00%
Asian	0	0	0	0.00%
Black or African American	0	0	0	0.00%
Filipino	0	0	0	0.00%
Hispanic or Latino	571	562	183	32.60%
Native Hawalian or Pacific Islander	0	0	0	0.00%
Two or More Races	0	0	0	0.00%
White	0	0	0	0.00%
English Learners	293	288	113	39.20%
Foster Youth	0	0	0	0.00%
Homeless	199	195	85	43.60%
Socioeconomically Disadvantaged	505	498	172	34.50%
Students Receiving Migrant Education Services	0	0	0	0.00%
Students with Disabilities	107	103	46	44.70%



## Types of Services Funded

San Ysidro School District received state and federal funding for the following categorical, special education and support programs:

#### **Federal funds**

- Every Student Success Act (ESSA): Title I, Part A
- Special Ed: IDEA Basic Local Assistance Entitlement, Part B, Section 611
- Special Ed: IDEA Preschool Grants, Part B, Sec 619
- Special Ed: IDEA Mental Health Allocation Plan, Part B, Sec 611
- Special Ed: IDEA Preschool Staff Development, Part B, Sec 619
- ESSA: Title II, Part A, Supporting Effective Instruction
- ESSA: Title III, Limited English Proficiency (LEP) Student Program
- ESSA: Title IV, Part A, Student Support and Academic Enrichment Grants
- ESSA: Education for Homeless Children and Youth, Subtitle VII-B McKinney-Vento Act
- Elementary and Secondary School Emergency Relief (ESSER) Fund

#### State funds

- Lottery Unrestricted
- Lottery Instructional Materials
- Local Control Funding Formula
- Education Protection Account
- Expanded Learning Opportunities Program (ELOP)
- Expanded Learning Opportunities
   Grant
- Educator Effectiveness Block Grant
- Special Education: Assembly Bill (AB) 602
- Special Education: Learning Recovery
  Support
- Special Education: State Mental Health Services
- Special Education: Early Intervention
   Preschool Grant
- After School Education and Safety (ASES) programs



## Statewide Assessments

**Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAS] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

- 1. Smarter Balanced Summative Assessments and CAAs for ELA in grades three through eight and grade eleven.
- 2. Smarter Balanced Summative Assessments and CAAs for mathematics in grades three through eight and grade eleven.
- 3. California Science Test (CAST) and CAAs for Science in grades five, eight, and once in high school (i.e., grade 10, 11 or 12).

## CAASPP Test Results in Science for All Students

The table below shows the percent of students meeting or exceeding the State standard on the CAASPP— California Science Test (CAST) and the California Alternate Assessment for Science (CAA for Science) for grades 5, 8 and once in high school (i.e., grade 10, 11 or 12).

Percentage of Stud	ents Meeting or Ex	ceeding St	ate Standa	ird	Two	-Year Data	
	San Ysi	San Ysidro MS San Y		Ysidro SD		California	
Subject	22-23	23-24	22-23	23-24	22-23	23-24	
Science	19.34%	14.44%	18.22%	18.53%	30.29%	30.73%	

## CAASPP Test Results in ELA and Mathematics for All Students

The table below shows the percent of students meeting or exceeding the State standards on the California Assessment of Student Performance and Progress (CAASPP) Smarter Balanced Summative Assessments and California Alternate Assessments (CAAs) for English language arts/literacy (ELA) and mathematics for grades 3-8 and 11.

Percentage of Students Meet	rd	Two-Year Data				
	San Ysidro MS		Sen Ysidro SD		Catifornia	
Subject	22-23	23-24	22-23	23-24	22-23	23-24
English language arts/literacy	31%	26%	35%	35%	46%	47%
Mathematics	17%	13%	24%	26%	34%	35%





## CAASPP by Student Group: Science, English Language Arts and Mathematics

The tables on the following pages display the percentage of students that met or exceeded state standards in science, English language arts/literacy and mathematics for the school by student groups.

The "percentage met or exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard on the CAA divided by the total number of students who participated in both assessments.

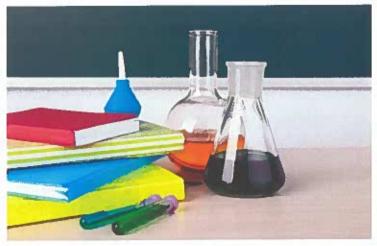
Note: The number of students tested includes all students who participated in the test whether they received a score or not. However, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

## CAASPP Test Results by Student Group: Science (grade 8)

Percentage of Students Meeting or E	2	2023-24 School Year			
Science					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	301	293	97.34%	2.66%	14.44%
Female	134	131	97.76%	2.24%	13.85%
Male	167	162	97.01%	2.99%	16.15%
American Indian or Alaska Native	*	*	*	٠	\$
Asian	\$	*	*	\$	\$
Black or African American	*	*	4	٠	•
Filipino	*	*	*	٠	*
Hispanic or Latino	294	286	97.28%	2.72%	14.79%
Native Hawaiian or Pacific Islander	*	*	٠	*	*
Two or more races	*	*	\$	4	•
White	\$	*	٠	*	4
English Learners	124	121	97.58%	2.42%	1.65%
Foster Youth	\$	*	٠	*	*
Homeless	113	113	100.00%	0.00%	11.50%
Military	*	*	*	*	*
Socioeconomically disadvantaged	260	254	97.69%	2.31%	15.48%
Students receiving Migrant Education services	*	*	*	*	*
Students with Disabilities	54	50	92.59%	7.41%	10.20%

Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.





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## CAASPP Test Results by Student Group: English Language Arts (grades 7-8)

Percentage of Students Meeting or E	and the second second				
English Language Arts					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	556	527	94.78%	5.22%	26.00%
Female	265	253	95.47%	4.53%	31.23%
Male	290	273	94.14%	5.86%	21.25%
American Indian or Alaska Native	\$	\$	*	٠	\$
Asian	*	*	\$	٠	4
Black or African American	*	\$	٠	٠	\$
Filipino	*	*	\$	*	4
Hispanic or Latino	538	510	94.80%	5.20%	26.08%
Native Hawaiian or Pacific Islander	*	*	*	•	*
Two or more races	\$	*	٠	٠	\$
White	\$	*	*	•	*
English Learners	250	228	91.20%	8.80%	5.70%
Foster Youth	\$	*	\$	¢	\$
Homeless	184	173	94.02%	5.98%	17.34%
Military	*	*	*	•	*
Socioeconomically disadvantaged	475	450	94.74%	5.26%	25.11%
Students receiving Migrant Education services	*	*	*	*	*
Students with Disabilities	94	89	94.68%	5,32%	4.49%

Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.





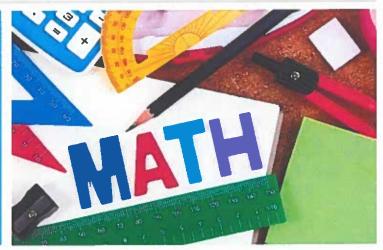
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## CAASPP Test Results by Student Group: Mathematics (grades 7-8)

Mathematics					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	556	546	98.20%	1.80%	13.19%
Female	265	262	98.87%	1.13%	12.98%
Male	290	283	97.59%	2.41%	13.43%
American Indian or Alaska Native	\$	*	*	•	•
Asian	*	\$	٠	٠	*
Black or African American	\$	*	٠	+	*
Filipino	*	*	*	*	*
Hispanic or Latino	538	528	98.14%	1.86%	13.45%
Native Hawaiian or Pacific Islander	\$	\$	٠	*	4
Two or more races	\$	¢	٠	*	•
White	\$	\$	٠	*	*
English Learners	250	246	98.40%	1.60%	1.22%
Foster Youth	*	*	٠	*	*
Homeless	184	184	100.00%	0.00%	7.07%
Military	*	*	*	*	4
Socioeconomically disadvantaged	475	467	98.32%	1.68%	11.99%
Students receiving Migrant Education services	٠	*	۵	*	*
Students with Disabilities	94	89	94.68%	5.32%	4.49%

Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.





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## Textbooks and Instructional Materials

San Ysidro School District held a public hearing on September 12, 2024, determining sufficiency of instructional materials at all schools within the district. All schools were found to have sufficient and good-quality textbooks, instructional materials or science lab equipment pursuant to the settlement of Williams v. the State of California,

Students, including English learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education, making the textbooks used in the school the most current available. All teachers review materials approved for use by the state, and a recommendation is made to the board of trustees by a selection committee composed of teachers and administrators.

Textbooks and Instru	ctional Materials List	2024-25 School Year		
Subject	Textbook	Adopted		
Reading/Language Arts	Amplify ELA + ELD (7-8)	2018		
English Language Development	Amplify ELA + ELD (7-8)	2018		
Mathematics	SpringBoard, College Board (7-8)	2017		
Science/Health	CA Inspire Science, McGraw Hill (7-8)	2023		
History/Social Science	Impact CA Social Science, McGraw Hill (7-8)	2023		
Spanish (Elective)	Senderos, Vista Higher Learning (7-8)	2024		

### Availability of Textbooks and Instructional Materials

The following lists the percentage of pupils who lack their own assigned textbooks and instructional materials.

Percentage of Studen Lacking Materials by Su	
2024-25 School Year	
Reading/language arts	0%
Mathematics	0%
Science	0%
History/social science	0%
Visual and performing arts	\$
Foreign language	0%
Health	\$

## Public Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## Parental Involvement

Parent involvement is important at San Ysidro Middle School. Parents are encouraged to volunteer in classrooms, as well as help with schoolwide programs and events. Parents can also participate in the School Site Advisory Committee (SSC) and in the English Learner Advisory Committee (ELAC). Parents are also invited to regular information meetings hosted by the principal. We currently have monthly seminars for parents that focus on but are not limited to socio-emotional growth, high school graduation requirements, postsecondary planning, A-G completion, University Pathways, Free Application for Federal Student Aid (FAFSA) and much more.

We currently have active parent engagement in the following school and districtwide committees: ELAC, District English Learner Advisory Committee (DELAC), School Site Council (SSC) and parent workshops. San Ysidro Middle School actively engages our parents through direct collaboration with our District Parent Center by inviting all district parents to our monthly seminars.

San Ysidro Middle School strives to have frequent communication with students and families. The school utilizes several internet-based programs, including Social Media, Synergy, Blackboard and Peachjar. Students and parents use Synergy to view academic progress, see attendance and communicate with teachers. Blackboard allows the school to send automated phone calls, emails and text messages to families. The school also has a website that houses a school calendar, important school policies and guidelines, information about curriculum, resources for families, and more.

Parents who wish to participate in San Ysidro Middle School's school committees, school activities or become volunteers may contact Principal Mairen Ruiz at (619) 428-5551, or Maria Gomez, administrative secretary at (619) 428-5551 Ext. 3298.

## **Currency of Textbooks**

This table displays the date when the most recent hearing was held to adopt a resolution on the sufficiency of instructional materials.



## **Quality of Textbooks**

The following table outlines the criteria required for choosing textbooks and instructional materials.

Quality of Textbooks	
2024-25 School Year	
Criteria	Yes/No
Are the textbooks adopted from the most recent state- approved or local governing- board-approved list?	Yes



## School Facility Good Repair Status

The table shows the results of the school's most recent inspection using the Facility Inspection Tool (FIT) or equivalent school form. This inspection determines the school facility's good repair status using ratings of good condition, fair condition or poor condition. The overall summary of facility conditions uses ratings of exemplary, good, fair or poor.

School Facility Good Repair Status	2024-25 School Year
Items Inspected	Repair Status
Systems: Gas leaks, sewer, mechanical systems (heating, ventilation a	nd HVAC) Good
Interior: Interior surfaces (floors, ceilings, walls and window casings)	Fair
Cleanliness: Pest/vermin control, overall cleanliness	Good
Electrical: Electrical systems	Good
Restrooms/fountains: Restrooms, sinks and drinking fountains	Good
Safety: Fire safety, emergency systems, hazardous materials	Good
Structural: Structural condition, roofs	Good
External: Windows/doors/gates/fences, playgrounds/school grounds	Good
Overall summary of facility conditions	Good
Date of the most recent FIT report	8/15/2024



## **Deficiencies and Repairs**

The table lists the repairs required for all deficiencies found during the site inspection. Regardless of each item's repair status, all deficiencies are listed. For all items inspected that were found to not be in "good repair," a work-order has been created and maintenance will be done before the end of the 2024-25 school year. Maintenance items will be prioritized so that student safety is not compromised.

Deficiencies and Repairs		2024-25 School Year		
Items Inspected	Deficiencies and Action Taken or Planned			
Interior	peeling on ceiling beams, carpet s	separation; Teacher's Lounge: paint stains; Computer Lab & Room 509: 601 Special Ed., Room 506 & Staff		
Cleanliness	YMCA Room: Carpet dirty; Room ! frayed; 700 Boys RR: Graffiti.	YMCA Room: Carpet dirty; Room 505/ASB Storage: Carpet stained, frayed; 700 Boys RR: Graffiti.		
Electrical	Admin Room 104: Appliances plug Light out inside room; Main Office Room 500/ASB Storage: Lights ou is out; Teacher's Lounge: Electric b			
Restrooms/fountains	Nurse Room: Toilet caps missing; Teacher's Lounge: Hall fountain nonoperational; YMCA Room: Faucet nonoperational; Girls Locker RR Outside fountains not working.			
Safety	200 Mens Faculty RR: Peeling paint.			
Structural	Common Area west of 300 bldg: Hardscape cracks; 501 Special Ed.: Deficiency not listed.			
External	Staff RR: Missing basketball nets a	at basketball courts.		

## **School Facilities**

San Ysidro Middle School provides a safe, clean environment for students, staff and volunteers. Originally built in 1978, the school was expanded in 1982 and again in 1997. Facilities encompass more than 95,000 square feet and include 38 permanent classrooms, administrative offices, a library, computer labs, a lunch court and gymnasium. Classrooms, restrooms and campus grounds are kept clean and safe.

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The safety of our students and staff is our primary concern. All visitors must sign in at the front office and wear identification tags while on school grounds. School staff and administrators are on duty during nutrition breaks, lunch, and before and after school to ensure the safety of all our students.

The school's disaster-preparedness plan includes steps for ensuring student and staff safety during a disaster. Fire and disaster drills are conducted on a regular basis throughout the school year.

#### Cleaning Process

The District Governing Board has adopted cleaning standards for all schools in the district. Basic cleaning operations are performed on a daily basis throughout the school year with emphasis on classrooms and restrooms. A joint effort between students and staff helps keep the campus clean and litter-free. The principal works daily with a custodian to develop sanitation schedules that ensure a clean, safe and functional learning environment.

#### Maintenance and Repair

A scheduled maintenance program is administered by San Ysidro Middle School's custodial staff on a regular basis, with heavy maintenance functions occurring during vacation periods. Additionally, a scheduled maintenance program is administered by San Ysidro School District to ensure school grounds and facilities remain in excellent repair. A work-order process is used when issues arise that require immediate attention. Emergency repairs are given the highest priority; repair requests are completed efficiently and in the order in which they are received.





## Teacher Preparation and Placement

These tables display the number and percent of teacher authorization/assignment as well as the total number and percent of teaching positions at the school, district and state levels. For questions concerning the assignment of teachers outside their subject area of competence or the credential status of teachers, visit the California Commission on Teacher Credentialing website at https://www.ctc.ca.gov/.

Teacher Preparation and Placement				2020-2	2020-21 School Yea	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	21.6	84.7%	171.8	93.1%	228,366.1	83.1%
Intern Credential Holders Property Assigned	0.0	0.0%	0.0	0.0%	4,205.9	1.5%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	0.0	0.0%	1.1	0.6%	11,216.7	4.1%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.2	0.8%	0.8	0.4%	12,115.8	4.4%
Unknown	3.7	14.5%	10.7	5.8%	18,854.3	6.9%
Total Teaching Positions	25.5	100.0%	184.5	100.0%	274,759.1	100.0%

				Chart	Freeze	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	24.8	92.0%	181.6	92.2%	234,405.2	84.0%
Intern Credential Holders Property Assigned	0.0	0.0%	1.0	0.5%	4,853.0	1.7%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	0.9	3.3%	11.1	5.6%	12,001.5	4.3%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.2	0.7%	0.2	0.1%	11,953.1	4.3%
Unknown	1.0	3.9%	3.0	1.6%	15,831.9	5.7%
Total Teaching Positions	27.0	100.0%	197.0	100.0%	279,044.8	100.0%

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	22.5	88.2%	179.9	90.8%	231,142.4	83.2%
Intern Credential Holders Property Assigned	0.0	0.0%	2.0	1.0%	5,566.4	2.0%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	0.4	1.6%	9.3	4.7%	14,938.3	5.4%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.2	0.8%	0.2	0.1%	11,746.9	4.2%
Unknown	2.3	9.4%	6.5	3.3%	14,303.8	5.2%
Total Teaching Positions	25.5	100.0%	198.1	100.0%	277,697.8	100.0%

Note: The data in these tables is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned to based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

The data source is the California State Assignment Accountability System (CalSAAS) provided by the Commission on Teacher Credentialing. For information on the CalSAAS, visit the CALPADS web page at https://www.cde.ca.gov/ds/sp/cl/calpadsupdfiash201.asp.

For more information on the definitions listed above, refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

### Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

This table displays the number of authorization/assignments of teachers with permits and waivers; misassignments; and vacant positions. For questions concerning the permits, waivers, and misassignment of teachers, visit the California Commission on Teacher Credentialing website at https://www.ctc.ca.gov/.

Teachers Without Credentials and Misassignments		Three-Year Data		
Authorization/Assignment	2020-21	2021-22	2022-23	
Permits and Waiver	0.0	0.0	0.0	
Misassignments	0.0	0.9	0.4	
Vacant Positions	0.0	0.0	0.0	
Total Teachers Without Credentials and Misassignments	0.0	0.9	0.4	

### California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard. org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

## Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

This table displays the number of credentialed teachers authorized on a permit or waiver and local assignment options. For more information on the definitions listed above, refer to the California Commission on Teacher Credentialing's Administrator's Assignment Manual at https://www.ctc.ca.gov/credentials/manuals.

Credentialed Teachers Assigned Out-of-Field		Three-Year Data		
Indicator	2020-21	2021-22	2022-23	
Credentialed Teachers Authorized on a Permit or Waiver	0.0	0.0	0.0	
Local Assignment Options	0.2	0.2	0.2	
Total Out-of-Field Teachers	0.2	0.2	0.2	

## **Class Assignments**

This table displays the percentage of misassignments of English learners and teachers with no credential, permit or authorization to teach. Misassignment and vacant teacher position data should be available in the district's personnel office.

Class Assignments		Three-Year Data		
Indicator	2020-21	2021-22	2022-23	
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	0.0%	3.8%	5.5%	
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0.0%	0.0%	3.6%	

The data source is the California State Assignment Accountability System (CalSAAS) provided by the Commission on Teacher Credentialing. For information on the CalSAAS, visit the CALPADS web page at https://www.cde.ca.gov/ds/sp/cl/calpadsup-dflash201.asp.

## Academic Counselors and School Support Staff

This table displays information about academic counselors and support staff at the school and their full-time equivalent (FTE).

Ratio of Pupils to Academic Counselors School Support Staff D	
2023-24 School Year	
	Ratio
Pupils to Academic counselors	274:1
Support Staff	FTE
Counselor (academic, social/behavioral or career development)	2.00
Library media teacher (librarian)	0.00
Library media services staff (paraprofessional)	1.00
Psychologist	1.00
Social worker	0.71*
Nurse	0.14**
Speech/language/hearing specialist	1.00
Resource specialist (nonteaching)	0.00
* 5 Social Workers for the District	to support

 5 Social Workers for the District to support students with mental health programs and provide Educationally Related Mental Health Services.

\*\* 1 District Nurse to oversee all schools and is available for all students.

For more information on the definitions listed above, refer to the Updated Teacher Equity Definitions web page at https:// www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.



#### Financial Data

The financial data displayed in this SARC is from the 2022-23 fiscal year. The most current fiscal information available provided by the state is always two years behind the current school year and one year behind most other data included in this report. For detailed information on school expenditures for all districts in California, see the California Department of Education (CDE) Current Expense of Education & Per-pupil Spending web page at www.cde.ca.gov/ds/fd/ec. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits web page at www.cde.ca.gov/ds/fd/cs. To look up expenditures and salaries for a specific school district, see the Ed-Data website at www.ed-data.org.

#### **District Financial Data**

This table displays district teacher and administrative salary information and compares the figures to the state averages for districts of the same type and size based on the salary schedule. Note: The district salary data does not include benefits.

Salary Data	2022-23 Fiscal Y				
	San Ysidro SD	Similar Sized District			
Beginning teacher salary	\$56,942	\$57,838			
Midrange teacher salary	\$85,245	\$90,040			
Highest teacher salary	\$112,613	\$118,647			
Average elementary school principal salary	\$141,711	\$144,638			
Average middle school principal salary	\$140,176	\$148,269			
Superintendent salary	\$213,958	\$229,985			
Teacher salaries: percentage of budget	33.00%	30.79%			
Administrative salaries: percentage of budget	4.00%	5.71%			

## School Financial Data

The following table displays the school's average teacher salary and a breakdown of the school's expenditures per pupil from unrestricted and restricted sources.

School Financial Data						
2022-23 Fiscal Year						
Total expenditures \$10,042						
Expenditures per pupil from restricted sources	\$985					
Expenditures per pupil from unrestricted sources	\$9,057					
Annual average teacher salary	\$104,213					



# Financial Data Comparison

This table displays the school's per-pupil expenditures from unrestricted sources and the school's average teacher salary and compares it to the district and state data.

Financial Data Comparison	2022-23 Fiscal Year		
	Expenditures Per Pupil From Unrestricted Sources	Annual Average Teacher Salary	
San Ysidro MS	\$9,057	\$104,213	
San Ysidro SD	\$12,683	\$105,887	
California	\$10,771	\$94,129	
School and district: percentage difference	-28.6%	-1.6%	
School and California: percentage difference	-15.9%	+10.7%	

Data for this year's SARC was provided by the California Department of Education and school and district offices. For additional information on California schools and districts and comparisons of the school to the district, the county and the state, please visit DataQuest at http://dq.cde.ca.gov/dataquest. DataQuest is an online resource that provides reports for accountability, test data, enrollment, graduates, dropouts, course enrollments, staffing and data regarding English learners. Per Education Code Section 35256, each school district shall make hard copies of its annually updated report card available, upon request, on or before February 1. All data accurate as of December 2024.

# **Expenditures Per Pupil**

Supplemental/restricted expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted. Basic/unrestricted expenditures are from money whose use, except for general guidelines, is not controlled by law or by a donor.

School Accountability Report Card

Published by: SchoolStatus. www.schoolstatus.com



# **School Accountability Report Card** (SARC) 2023-24

# Published during the 2024-25 School Year

# Vista Del Mar Middle School



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San Ysidro School District \*\*\* - 1887 Gina A. Potter, Ed.D., Superintendent \* gina.potter@sysdschools.org Gina A. Potter, Ed.D., Superintendent • gina.potter@sysdschools.org • (619) 428-4476



# Vista Del Mar Middle School

Grades 6-8 CDS Code 37-68379-0137737

Irene Herrera-Cevallos, Principal irene.herrera-cevallos@sysdschools.org

4885 Del Sol Boulevard San Diego, CA 92154 (619) 661-6753 https://www.sysdschools.org/site/Default.aspx?PageID=19om



VDM Students are College Bound! 14D.1 Page 79 of 108



#### Principal's Message

Vista Del Mar Middle School is located on top of a hill with a breathtaking 180-degree ocean and city view. We have a beautiful campus with a small diverse student body. We are the best-kept secret in the South Bay! Our small size allows us to meet the individual needs of our students. The varied levels of instruction provide a framework to challenge advanced students and support those who are struggling while creating a solid classroom experience for students learning at grade level. Our teaching and learning are focused on meeting and exceeding the Common Core State Standards for every child. As we grow, we will continue to provide a safe and supportive learning environment. We are committed to creating an atmosphere that empowers students to become lifelong learners in a diverse community.

#### School Mission Statement

Vista Del Mar Middle School provides students the opportunity to achieve, contribute and strive for excellence.

#### School Vision Statement

The vision of Vista Del Mar Middle School is to ensure a safe, supportive environment so that all students can reach their full potential. We are committed to providing a rigorous standards-based instructional program that engages students and prepares them to be successful in the path for college and career readiness for the 21st century.

#### Parental Involvement

At Vista Del Mar Middle School, our parents have the opportunity to serve on our School Site Council and English Language Advisory Committee, as well as participate in Coffee with the Principal, and various parent workshops such as Parent Institute of Quality Education (PIQE). Any parents interested in becoming involved at our school may contact our Outreach Consultant Ms. Nirvana Bustos at (619) 661-6753 ext. 3988.

#### **School Safety**

The district developed a Comprehensive School Safety Plan in order to comply with Senate Bill 187 of 1997. The plan provides students and staff means to ensure a safe and orderly learning environment. Key elements of the Comprehensive School Safety Plan include child-abuse reporting procedures, teacher notification of dangerous-pupils procedures, disaster-response procedures, procedures for safe entering to and exiting from school, sexual harassment policy, suspension and expulsion policies, dress code and discipline policies.

Vista Del Mar Middle School has fire drills, earthquake drills and lockdown drills. We have a Safety Committee that continually works on preparing for any situation that might come our way. School staff, campus aides, and campus security are on duty before, during and after school. The district office has provided us with clear instructions on suspension and expulsion policies. The school safety plan was last reviewed, updated and discussed with the school faculty in November 2024.





#### TRANSCEND



#### School Accountability Report Card

In accordance with state and federal requirements, the School Accountability Report Card (SARC) is put forth annually by all public schools as a tool for parents and interested parties to stay informed of the school's progress, test scores and achievements.

#### **District Mission Statement**

The mission of the San Ysidro School District:

Quality education and opportunity for all students to succeed.

# **District Vision Statement**

The San Ysidro School District, in partnership with our teachers and community, is committed to providing a high-quality, multicultural learning environment that promotes academic excellence, social responsibility, and physical and emotional well-being for all students.

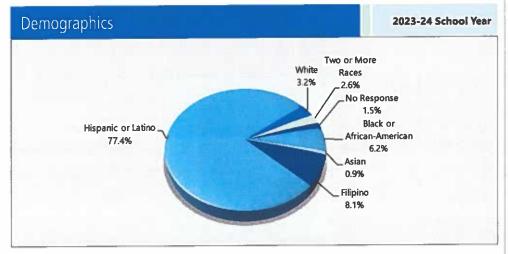
#### School Board

Zenaida Rosario, President Antonio Martinez, Vice President Irene Lopez, Clerk Martin Arias, Member Kenia Peraza, Member



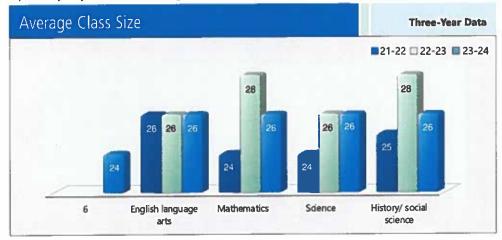
#### Enrollment by Student Group

The total enrollment at the school was 531 students for the 2023-24 school year. The pie chart displays the percentage of students enrolled in each group.



#### **Class Size Distribution**

The bar graph displays the three-year data for average class size, and the table displays the three-year data for the number of classrooms by size. The number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.



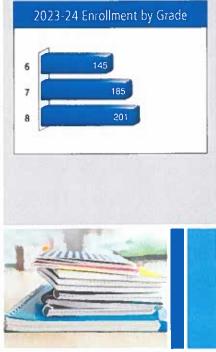
		2021-22			2022-23			2023-24		
	Num	per of Stu	idents			1				
Grade	1-20	21-32	33+	1-20	21-32	33+	1-20	21-32	33+	
6							1	5		
	Number of Students									
Subject	1-22	23-32	33+	1-22	23-32	33+	1-22	23-32	33+	
English language arts	4	12	2	4	6	1-1-12	4	10	1	
Mathematics	6	14		1	12		4	12		
Science	6	11	1	3	11		3	12		
History/social science	6	12	1	1	12	1	4	10	1	

#### Enrollment by Student Group

Demographics						
2023-24 School Year						
Female	53.30%					
Male	46.50%					
Non-Binary	0.20%					
English learners	19.80%					
Foster youth	0.00%					
Homeless	11.50%					
Migrant	0.20%					
Socioeconomically Disadvantaged	39.50%					
Students with Disabilities	14.70%					

## Enrollment by Grade

The bar graph displays the total number of students enrolled in each grade for the 2023-24 school year.



#### Suspensions and Expulsions

This table shows the school, district, and state suspension and expulsion rates collected between July through June, each full school year respectively. Note: Students are only counted one time, regardless of the number of suspensions.

Suspensions and Expulsions							Three-Ye	ar Data	
	Vista Del Mar MS			San Ysidro SD			California		
	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24
Suspension rates	2.80%	4.20%	2.30%	2.50%	3.00%	3.10%	3.20%	3.60%	3.30%
Expulsion rates	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.10%	0.10%	0.10%



# Professional Development

All curriculum and instructional improvement activities at San Ysidro School District are aligned to the California Common Core State Standards and frameworks. The district professional-development program provides opportunities for teachers and support staff to implement the district's core curriculum for all students, update subject-area expertise, use data to plan instructional improvement strategies and acquire new instructional strategies for use in the classroom. Additionally, teachers and support staff have the opportunity to participate in conferences, districtwide professional development throughout the year focusing on Common Core State Standards implementation and specific training to support English language learners and students with special needs.

At the site level each year, targeted professional-improvement activities are provided for teachers and support staff that reflect the specific school goals and objectives reflected in the school site plan such as: Professional Learning Community (PLC); Grade Level Collaborations as well as various conferences and workshops, such as Association of California School Administrators (ACSA) Leadership Summit, Project GLAD training, AVID Institutes, CABE Summer Institute, CABE Dual Language Teacher Academy, Universal Design for Learning Sessions, WRITE Foundations Trainings, Middle School Math Trainings from San Diego County Office of Education, TK-2 Math Training Sessions from Emily Stewart, as well as training sessions for the newly adopted instructional materials (Twig Science, and Savvas, CA History Social Science myWorld Interactive).

Professional Development Days
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dedicated to	of school days staff development ious improvement
2022-23	125
2023-24	130
2024-25	130

# Suspensions and Expulsions by Student Group

Suspensions and Expulsions by Studer	nt Group	2023-24 School Ye		
Student Group	Suspensions Rate	Expulsions Rate		
All Students	2.30%	0.00%		
Female	2.00%	0.00%		
Male	2.20%	0.00%		
Non-Binary	0.00%	0.00%		
American Indian or Alaska Native	0.00%	0.00%		
Asian	0.00%	0.00%		
Black or African American	5.10%	0.00%		
Filipino	0.00%	0.00%		
Hispanic or Latino	2.30%	0.00%		
Native Hawaiian or Pacific Islander	0.00%	0.00%		
Two or More Races	0.00%	0.00%		
White	5.60%	0.00%		
English Learners	2.50%	0.00%		
Foster Youth	0.00%	0.00%		
Homeless	4.30%	0.00%		
Socioeconomically Disadvantaged	2.20%	0.00%		
Students Receiving Migrant Education Services	0.00%	0.00%		
Students with Disabilities	5.40%	0.00%		

# California Physical Fitness Test

Each spring, all students in grades 5, 7 and 9 are required to participate in the California Physical Fitness Test (PFT). The Fitnessgram is the designated PFT for students in California public schools put forth by the State Board of Education. Encouraging and assisting students in establishing lifelong habits of regular physical activity is the primary goal of the Fitnessgram. The table shows the percentage of students participating in each of the fitness components for the most recent testing period. For more detailed information on the California PFT, please visit www.cde.ca.gov/ta/tg/pf.

Califor	mia Physical F	itness Test		202	3-24 School Yea
Percenta	ge of Students Par	ticipating In Each	Of The Five Fitness	Components	
	Component 1:	Component 2:	Component 3:	Component 4:	Component 5:
Grade	Aerobic Capacity	Abdominal Strength and Endurance	Trunk Extensor and Strength and Flexibility	Upper Body Strength and Endurance	Flexibility
7	68.3%	68.8%	69.3%	68.3%	69.3%

## Chronic Absenteeism by Student Group

Chronic Absenteeism by Stud	ent Group		2023-24 School Year			
Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate		
All Students	569	563	97	17.20%		
Female	300	297	51	17.20%		
Male	268	265	45	17.00%		
Non-Binary	0	0	0	0.00%		
American Indian or Alaska Native	0	0	0	0.00%		
Asian	0	0	0	0.00%		
Black or African American	39	38	4	10.50%		
Filipino	44	44	2	4.50%		
Hispanic or Latino	437	432	85	19.70%		
Native Hawaiian or Pacific Islander	0	0	0	0.00%		
Two or More Races	16	16	4	25.00%		
White	18	18	2	11.10%		
English Learners	120	118	29	24.60%		
Foster Youth	0	0	0	0.00%		
Homeless	70	68	19	27.90%		
Socioeconomically Disadvantaged	321	316	67	21.20%		
Students Receiving Migrant Education Services	0	0	0	0.00%		
Students with Disabilities	92	91	27	29.70%		



# Types of Services Funded

San Ysidro School District received state and federal funding for the following categorical, special education and support programs:

#### **Federal funds**

- Every Student Success Act (ESSA): Title I, Part A
- Special Ed: IDEA Basic Local Assistance Entitlement, Part B, Section 611
- Special Ed: IDEA Preschool Grants, Part B, Sec 619
- Special Ed: IDEA Mental Health Allocation Plan, Part B, Sec 611
- Special Ed: IDEA Preschool Staff Development, Part B, Sec 619
- ESSA: Title II, Part A, Supporting Effective Instruction
- ESSA: Title III, Limited English Proficiency (LEP) Student Program
- ESSA: Title IV, Part A, Student Support and Academic Enrichment Grants
- ESSA: Education for Homeless Children and Youth, Subtitle VII-B McKinney-Vento Act
- Elementary and Secondary School Emergency Relief (ESSER) Fund

#### State funds

- Lottery Unrestricted
- Lottery Instructional Materials
- Local Control Funding Formula
- Education Protection Account
- Expanded Learning Opportunities Program (ELOP)
- Expanded Learning Opportunities
   Grant
- Educator Effectiveness Block Grant
- Special Education: Assembly Bill (AB)
   602
- Special Education: Learning Recovery Support
- Special Education: State Mental Health Services
- Special Education: Early Intervention
   Preschool Grant
- After School Education and Safety (ASES) programs



#### Statewide Assessments

**Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAS] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

- 1. Smarter Balanced Summative Assessments and CAAs for ELA in grades three through eight and grade eleven.
- 2. Smarter Balanced Summative Assessments and CAAs for mathematics in grades three through eight and grade eleven.
- 3. California Science Test (CAST) and CAAs for Science in grades five, eight, and once in high school (i.e., grade 10, 11 or 12).

#### CAASPP Test Results in Science for All Students

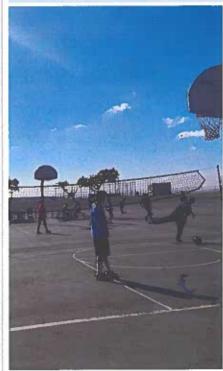
The table below shows the percent of students meeting or exceeding the State standard on the CAASPP— California Science Test (CAST) and the California Alternate Assessment for Science (CAA for Science) for grades 5, 8 and once in high school (i.e., grade 10, 11 or 12).

Percentage of Stude	nts Meeting or Ex	ceeding St	ate Standa	ard	Two	-Year Data
	Vista De	I Mar MS	San Ysi	idro SD	Calif	ornia
Subject	22-23	23-24	22-23	23-24	22-23	23-24
Science	20.81%	19.90%	18.22%	18.53%	30.29%	30.73%

#### CAASPP Test Results in ELA and Mathematics for All Students

The table below shows the percent of students meeting or exceeding the State standards on the California Assessment of Student Performance and Progress (CAASPP) Smarter Balanced Summative Assessments and California Alternate Assessments (CAAs) for English language arts/literacy (ELA) and mathematics for grades 3-8 and 11.

Percentage of Students Meet	.rd	Two-Year Da				
	Vista Del Mar MS		San Ysidro SD		California	
Subject	22-23	23-24	22-23	23-24	22-23	23-24
English language arts/literacy	49%	52%	35%	35%	46%	47%
Mathematics	26%	33%	24%	26%	34%	35%





#### CAASPP by Student Group: Science, English Language Arts and Mathematics

The tables on the following pages display the percentage of students that met or exceeded state standards in science, English language arts/literacy and mathematics for the school by student groups.

The "percentage met or exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard on the CAA divided by the total number of students who participated in both assessments.

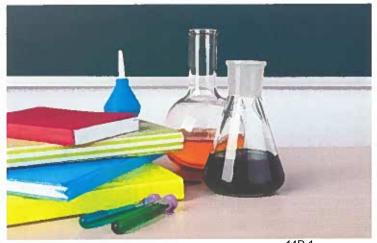
Note: The number of students tested includes all students who participated in the test whether they received a score or not. However, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

# CAASPP Test Results by Student Group: Science (grade 8)

Percentage of Students Meeting or E	2	2023-24 School Year			
Science					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	201	196	97.51%	2.49%	19.90%
Female	102	100	98.04%	1.96%	17.00%
Male	98	96	97.96%	2.04%	22.92%
American Indian or Alaska Native	\$	\$	\$	٠	\$
Asian	\$	¢	*	¢	*
Black or African American	12	11	91.67%	8.33%	18.18%
Filipino	11	11	100.00%	0.00%	45.45%
Hispanic or Latino	159	155	97.48%	2.52%	15.48%
Native Hawaiian or Pacific Islander	*	*	*	*	*
Two or more races	14	14	100.00%	0.00%	50.00%
White	*	*	*	\$	*
English Learners	29	28	96.55%	3.45%	0.00%
Foster Youth	*	*	*	¢	*
Homeless	21	21	100.00%	0.00%	14.29%
Military	*	*	٠	*	*
Socioeconomically disadvantaged	109	107	98.17%	1.83%	14.95%
Students receiving Migrant Education services	*	*	*	*	*
Students with Disabilities	30	29	96.67%	3.33%	13.79%

Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.





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# CAASPP Test Results by Student Group: English Language Arts (grades 6-8)

English Language Arts					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	535	525	98.13%	1.87%	51.62%
Female	279	275	98.57%	1.43%	54.18%
Male	255	250	98.04%	1.96%	48.80%
American Indian or Alaska Native	\$	۵	٠	*	٠
Asian	\$	4	¢	*	\$
Black or African American	38	38	100.00%	0.00%	68.42%
Filipino	41	40	97.56%	2.44%	82.50%
Hispanic or Latino	410	401	97.80%	2.20%	45.89%
Native Hawaiian or Pacific Islander	*	*	۵	٠	*
Two or more races	23	23	100.00%	0.00%	69.57%
White	18	18	100.00%	0.00%	61.11%
English Learners	105	100	95.24%	4.76%	4.00%
Foster Youth	\$	•	۵	\$	\$
Homeless	55	52	94.55%	5.45%	42.31%
Military	*	*	*	*	*
Socioeconomically disadvantaged	297	291	97.98%	2.02%	42.96%
Students receiving Migrant Education services	*	*	*	٠	*
Students with Disabilities	87	84	96,55%	3.45%	14.29%

Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.





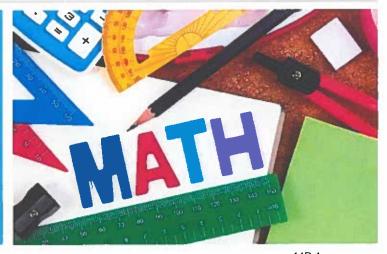
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# CAASPP Test Results by Student Group: Mathematics (grades 6-8)

Mathematics					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	535	527	98.50%	1.50%	33.08%
Female	279	275	98.57%	1.43%	32.48%
Male	255	252	98.82%	1.18%	33.73%
American Indian or Alaska Native	\$	\$	٠	٠	+
Asian	*	٠	٠	*	*
Black or African American	38	38	100.00%	0.00%	39.47%
Filipino	41	40	97.56%	2.44%	67.50%
Hispanic or Latino	410	404	98.54%	1.46%	27.72%
Native Hawaiian or Pacific Islander	4	*	٠	*	4
Two or more races	23	22	95.65%	4.35%	36.36%
White	18	18	100.00%	0.00%	58.82%
English Learners	105	103	98.10%	1.90%	6.80%
Foster Youth	•	*	*	*	*
Homeless	55	53	96.36%	3.64%	24.53%
Military	\$	*	*	*	*
Socioeconomically disadvantaged	297	291	97.98%	2.02%	28.28%
Students receiving Migrant Education services	*	*	٠	٠	4
Students with Disabilities	87	83	95.40%	4.60%	7.23%

Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.





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#### Textbooks and Instructional Materials

San Ysidro School District held a public hearing on September 12, 2024, determining sufficiency of instructional materials at all schools within the district. All schools were found to have sufficient and good-quality textbooks, instructional materials or science lab equipment pursuant to the settlement of Williams v. the State of California.

Students, including English learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education, making the textbooks used in the school the most current available. All teachers review materials approved for use by the state, and a recommendation is made to the board of trustees by a selection committee composed of teachers and administrators.

Textbooks and Instructional Materials List 2024-2				
Subject	Textbook	Adopted		
Reading/language arts Benchmark Advance (6)				
Reading/language arts Benchmark Steps to Advance (6 SDC)				
Reading/Language Arts	Amplify ELA + ELD (7-8)	2018		
English Language Development	Benchmark Advance: Asset-Based Access to English- Express (6)	2023		
English Language Development	Amplify ELA + ELD (7-8)	2018		
Mathematics	SpringBoard, College Board (6-8)	2017		
Science/Health	McGraw Hill CA Inspire Science (6-8) and Spanish for Dua Language (6)	al 2023		
History/Social Science	<sup>/,</sup> 2024			
History/Social Science         Savvas/Pearson (6) and Spanish for Dual Language           History/Social Science         Impact CA Social Science, McGraw Hill (7-8)				
Spanish (Elective)	Senderos, Vista Higher Learning (7-8)	2024		

## Quality of Textbooks

The following table outlines the criteria required for choosing textbooks and instructional materials.

Quality of Textbooks	2024-25 School Year
Criteria	Yes/No
Are the textbooks adopted from the most recent state-approved or logoverning-board-approved list?	cal Yes

#### **Public Internet Access**

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

#### Availability of Textbooks and Instructional Materials

The following lists the percentage of pupils who lack their own assigned textbooks and instructional materials.

Percentage of Studen Lacking Materials by Sul					
2024-25 School Year					
Reading/language arts	0%				
Mathematics	0%				
Science	0%				
History/social science	0%				
Visual and performing arts	\$				
Foreign language	0%				
Health	\$				

## **Currency of Textbooks**

This table displays the date when the most recent hearing was held to adopt a resolution on the sufficiency of instructional materials.

Currency of Te	xtbooks				
2024-25 Scho	ol Year				
Data collection date 9/12/2024					





# School Facility Good Repair Status

The table shows the results of the school's most recent inspection using the Facility Inspection Tool (FIT) or equivalent school form. This inspection determines the school facility's good repair status using ratings of good condition, fair condition or poor condition. The overall summary of facility conditions uses ratings of exemplary, good, fair or poor.

School Facility Good Repair Status	2024-25 School Year
Items Inspected	Repair Status
Systems: Gas leaks, sewer, mechanical systems (heating, ventilation and HVAC	.) Good
Interior: Interior surfaces (floors, ceilings, walls and window casings)	Fair
Cleanliness: Pest/vermin control, overall cleanliness	Good
Electrical: Electrical systems	Fair
Restrooms/fountains: Restrooms, sinks and drinking fountains	Good
Safety: Fire safety, emergency systems, hazardous materials	Good
Structural: Structural condition, roofs	Good
External: Windows/doors/gates/fences, playgrounds/school grounds	Good
Overall summary of facility conditions	Good
Date of the most recent FiT report	10/23/2024

# **School Facilities**

Vista Del Mar Middle School provides a safe, clean environment for students and staff. Vista Del Mar opened on July 25, 2012, and consists of 24 classrooms, a library/media computer lab, music room, multipurpose room and cafeteria. There are plenty of spaces to support student learning. We have a large blacktop and field for exercise and outdoor play.

Vista Del Mar has two full-time custodians and one part-time custodian. We follow the district system "School Dude" to report repairs needed on campus. The custodial staff routinely examine the campus for needed repairs and cleans the campus daily. The principal meets monthly with the Director of Maintenance, Operations, Transportation and Facilities to walk the campus and address any concerns.

Students are supervised before, during, and after school by campus aides and administration. We have used our site funds to have extra campus aides to monitor the bathrooms throughout the day.

Our upper and lower play area was renovated to remove old play equipment that was not age appropriate. This allowed for three basketball courts to be added which also have multipurpose function as volleyball and tennis courts. The upper play area has two tetherball courts, a foursquare court and one of the play structures will be upgraded at a later date. General Bond money was used for these upgrades.



#### California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard. org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

## **Deficiencies and Repairs**

The table lists the repairs required for all deficiencies found during the site inspection. Regardless of each item's repair status, all deficiencies are listed. For all items inspected that were found to not be in "good repair," a work-order has been created and maintenance will be done before the end of the 2024-25 school year. Maintenance items will be prioritized so that student safety is not compromised.

Deficiencies and F	Repairs 2024-25 School Year
Items Inspected	Deficiencies and Action Taken or Planned
Interior	Boys RR (Top) & Girls RR (Bottom): Deficiency not listed; Girls RR (Top) & Boys RR (Bottom): Graffiti.
Electrical	Rooms 507 & 501: Lights burned out.



"We are the best-kept secret in the South Bay!"

# Teacher Preparation and Placement

These tables display the number and percent of teacher authorization/assignment as well as the total number and percent of teaching positions at the school, district and state levels. For questions concerning the assignment of teachers outside their subject area of competence or the credential status of teachers, visit the California Commission on Teacher Credentialing website at https://www.ctc.ca.gov/.

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	17.6	90.7%	171.8	93.1%	228,366.1	83.1%
Intern Credential Holders Property Assigned	0.0	0.0%	0.0	0.0%	4,205.9	1.5%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	0.2	1.0%	1,1	0.6%	11,216.7	4.1%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.6	3.1%	0.8	0.4%	12,115.8	4.4%
Unknown	1.0	5.1%	10.7	5.8%	18,854.3	6.9%
Total Teaching Positions	19.5	100.0%	184.5	100.0%	274,759.1	100.0%

Teacher Preparation and Placement					2021-22 School Yea	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	19.3	85.8%	181.6	92.2%	234,405.2	84.0%
Intern Credential Holders Properly Assigned	0.0	0.0%	1.0	0.5%	4,853.0	1.7%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	2.2	9.8%	11.1	5.6%	12,001.5	4.3%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.2	0.1%	11,953.1	4.3%
Unknown	1.0	4.4%	3.0	1. <b>6%</b>	15,831.9	5.7%
Total Teaching Positions	22.5	100.0%	197.0	100.0%	279,044.8	100.0%

Teacher Preparation and Placement						
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	24.7	88.6%	179.9	90.8%	231,142.4	83.2%
Intern Credential Holders Properly Assigned	1.0	3.6%	2.0	1.0%	5,566.4	2.0%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	0.0	0.0%	9.3	4.7%	14,938.3	5.4%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.2	0.1%	11,746.9	4.2%
Unknown	2.2	7.9%	6.5	3.3%	14,303.8	5.2%
Total Teaching Positions	27.9	100.0%	198.1	100.0%	277,697.8	100.0%

Note: The data in these tables is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned to based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

The data source is the California State Assignment Accountability System (CalSAAS) provided by the Commission on Teacher Credentialing. For information on the CalSAAS, visit the CALPADS web page at https://www.cde.ca.gov/ds/sp/cl/calpadsupdflash201.asp.

For more information on the definitions listed above, refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

#### Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

This table displays the number of authorization/assignments of teachers with permits and waivers; misassignments; and vacant positions. For questions concerning the permits, waivers, and misassignment of teachers, visit the California Commission on Teacher Credentialing website at https://www.ctc.ca.gov/.

Teachers Without Credentials and Misassignments		Three-Year D		
Authorization/Assignment	2020-21	2021-22	2022-23	
Permits and Waiver	0.0	0.0	0.0	
Misassignments	0.2	2.2	0.0	
Vacant Positions	0.0	0.0	0.0	
Total Teachers Without Credentials and Misassignments	0.2	2.2	0.0	



#### Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

This table displays the number of credentialed teachers authorized on a permit or waiver and local assignment options. For more information on the definitions listed above, refer to the California Commission on Teacher Credentialing's Administrator's Assignment Manual at https://www.ctc.ca.gov/credentials/manuals.

Credentialed Teachers Assigned Out-of-	ield	Three-Year Dat		
Indicator	2020-21	2021-22	2022-23	
Credentialed Teachers Authorized on a Permit or Waiver	0.0	0.0	0.0	
Local Assignment Options	0.6	0.0	0.0	
Total Out-of-Field Teachers	0.6	0.0	0.0	

#### **Class Assignments**

This table displays the percentage of misassignments of English learners and teachers with no credential, permit or authorization to teach. Misassignment and vacant teacher position data should be available in the district's personnel office.

Class Assignments		Three-Year Data		
Indicator	2020-21	2021-22	2022-23	
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	1.1%	10.7%	0.0%	
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0.0%	0.0%	0.0%	

The data source is the California State Assignment Accountability System (CalSAAS) provided by the Commission on Teacher Credentialing. For information on the CalSAAS, visit the CALPADS web page at https://www.cde.ca.gov/ds/sp/cl/calpadsup-dflash201.asp.

For more information on the definitions listed above, refer to the Updated Teacher Equity Definitions web page at https:// www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

#### Academic Counselors and School Support Staff

This table displays information about academic counselors and support staff at the school and their full-time equivalent (FTE).

Ratio of Pupils to Academic Counselors School Support Staff D			
2023-24 School Year			
	Ratio		
Pupils to Academic counselors	531:1		
Support Staff	FTE		
Counselor (academic, social/behavioral or career development)	1.00		
Library media teacher (librarian)	0.00		
Library media services staff (paraprofessional)	1.00		
Psychologist	1.00		
Social worker	0.71*		
Nurse	0.14**		
Speech/language/hearing specialist	1.00		
Resource specialist (nonteaching)	0.00		
* 5 Social Workers for the District	to support		

\* 5 Social Workers for the District to support students with mental health programs and provide Educationally Related Mental Health Services.

\*\* 1 District Nurse to oversee all schools and is available for all students.



#### **Financial Data**

The financial data displayed in this SARC is from the 2022-23 fiscal year. The most current fiscal information available provided by the state is always two years behind the current school year and one year behind most other data included in this report. For detailed information on school expenditures for all districts in California, see the California Department of Education (CDE) Current Expense of Education & Per-pupil Spending web page at www.cde.ca.gov/ds/fd/ec. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits web page at www.cde.ca.gov/ds/fd/cs. To look up expenditures and salaries for a specific school district, see the Ed-Data website at www.ed-data.org.

#### **District Financial Data**

This table displays district teacher and administrative salary information and compares the figures to the state averages for districts of the same type and size based on the salary schedule. Note: The district salary data does not include benefits.

Salary Data		2022-23 Fiscal Yea
	San Ysidro SD	Similar Sized District
Beginning teacher salary	\$56,942	\$57,838
Midrange teacher salary	\$85,245	\$90,040
Highest teacher salary	\$112,613	\$118,647
Average elementary school principal salary	\$141,711	\$144,638
Average middle school principal salary	\$140,176	\$148,269
Superintendent salary	\$213,958	\$229,985
Teacher salaries: percentage of budget	33.00%	30.79%
Administrative salaries: percentage of budget	4.00%	5.71%

# School Financial Data

The following table displays the school's average teacher salary and a breakdown of the school's expenditures per pupil from unrestricted and restricted sources.

School Financial Da	ata
2022-23 Fiscal Yea	r
Total expenditures per pupil	\$7,593
Expenditures per pupil from restricted sources	\$174
Expenditures per pupil from unrestricted sources	\$7,420
Annual average teacher salary	\$99,830



# Financial Data Comparison

This table displays the school's per-pupil expenditures from unrestricted sources and the school's average teacher salary and compares it to the district and state data.

Financial Data Comparison		2022-23 Fiscal Yea	
	Expenditures Per Pupil From Unrestricted Sources	Annual Average Teacher Salary	
Vista Del Mar MS	\$7,420	\$99,830	
San Ysidro SD	\$12,683	\$105,887	
California	\$10,771	\$94,129	
School and district: percentage difference	-41.5%	-5.7%	
School and California: percentage difference	-31.1%	+6.1%	

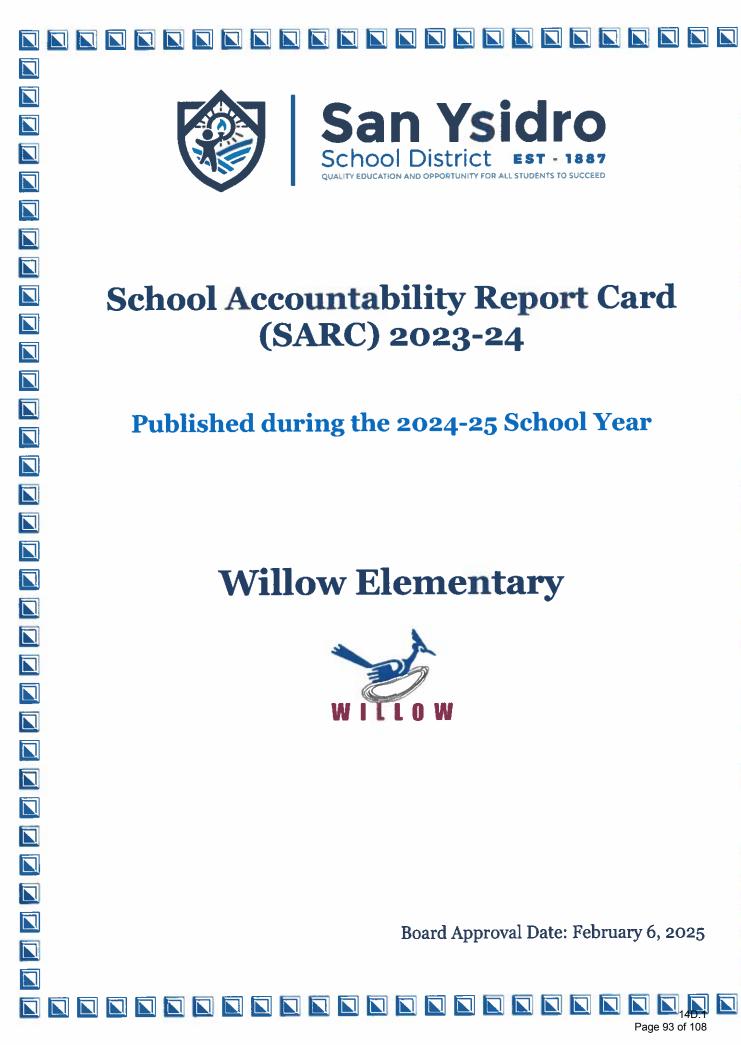
Data for this year's SARC was provided by the California Department of Education and school and district offices. For additional information on California schools and districts and comparisons of the school to the district, the county and the state, please visit DataQuest at http://dq.cde.ca.gov/dataquest. DataQuest is an online resource that provides reports for accountability, test data, enrollment, graduates, dropouts, course enrollments, staffing and data regarding English learners. Per Education Code Section 35256, each school district shall make hard copies of its annually updated report card available, upon request, on or before February 1. All data accurate as of December 2024.

# **Expenditures Per Pupil**

Supplemental/restricted expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted. Basic/unrestricted expenditures are from money whose use, except for general guidelines, is not controlled by law or by a donor.

School Accountability Report Card Published by:

WWW.schoolstatus.com





# **School Accountability Report Card** (SARC) 2023-24

# Published during the 2024-25 School Year

# **Willow Elementary**



Board Approval Date: February 6, 2025

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San Ysidro School District ET - 1887 Gina A. Potter, Ed.D., Superintendent = gina patter@sucdschools.org Gina A. Potter, Ed.D., Superintendent = gina.potter@sysdschools.org = (619) 428-4476

# SARC

2023-24 School Accountability Report Card Published in 2024-25





# Willow Elementary School

Grades TK-6 CDS Code 37-68379-0123000

Myrna Cerda, Principal myrna.cerda@sysdschools.org

226 Willow Road Road San Ysidro, CA 92173 (619) 428-2231

www.sysdschools.org/willow



We are Roadrunners—swift and quick, with ambition to grow and thrive! 14D.1 Page 94 of 108



#### Principal's Message

Willow Elementary School is one of seven schools within the San Ysidro School District bordering Tijuana, Mexico. Willow Elementary School serves Transitional Kindergarten (TK) through sixth-grade students.

Our mascot, Roadrunners, symbolizes strength, courage, and ambition. My goal as your principal is to create a school environment where all students are valued like our namesake and can uniquely express themselves like our mascot; courage and strength, with ambition to grow and thrive.

The elementary school years are some of the most memorable and exciting times for our families and students. It is a time of great growth and self-discovery. Willow's teachers and staff will do everything possible to cultivate a safe, caring, and supportive environment for your child. We have a high caliber staff who bring a wealth of experience and knowledge to each classroom. We collaborate consistently on ways to meet each child's unique needs. Our support staff are dedicated members of this community who are committed to our students' overall well-being.

I am committed to your child's success; Willow is a place where students are given a platform to demonstrate strong character, explore their creativity, become enthusiastic learners, and develop confidence and self-awareness. At Willow we aim to foster a culture of unity, creativity, collaboration, and innovation, where every student feels included and motivated to learn.

We look forward to welcoming each of you as active members of our school community. Together, we will work to build a safe, nurturing, and engaging environment where parents, staff, and all stakeholders collaborate to provide exceptional educational experiences for all children. In joining our forces, we can best prepare our students to be well-rounded, diligent, and compassionate individuals ready to face the challenges of the 21st century.

As we build on the legacy of our great school, I invite you to stay involved and informed. You will find our website to be a great source of information as well. On our website and district's homepage, you will find information for joining committees that are focused on supporting our students' social, emotional, and academic growth.

At Willow, our teachers, psychologist, and classified staff are here to help you and your students during this journey. In order for us to become stronger partners and advocates for each other, I do ask parents and guardians to please consider some of the professional norms that I expect of all Roadrunners:

- Assume Positive Intentions. We are here to do our best and at times there can be miscommunication
  or misunderstandings about expectations. Engage in a positive and professional dialogue with your
  concerns. It is always best to start with the teachers.
- Seek Solutions Together. We are committed to a constructive and positive partnership. Often, there is
  information that we are not privy of concerning your student. Let us use our resources at school to assist you and make accommodations to the best of our ability. We are a team.
- Stay Involved. We hope you will join us regularly at school events. Continue to ask your students what
  they were learning, how they learned it/demonstrated mastery and why they were learning it. Check in
  about social and emotional needs We have tremendous resources to assist as needed.
- Volunteering in various school activities and events.
  - Joining our School Site Council (SSC) to contribute to decisions about school policies and budgets that affect student learning.
  - Participating in our English Learner Advisory Council (ELAC) to help shape our support for English Language learners and gain strategies to assist your child's success.

#### **School Mission Statement**

Willow School's mission is to provide a quality education and opportunity for ALL students to succeed. At Willow Elementary School, our mission is to inspire a lifelong love of learning in our students by providing a nurturing safe environment that promotes academic excellence, social growth, and character development. We are committed to fostering curiosity, creativity, and critical thinking skills through engaging standards-based curriculum and meaningful experiences. Our dedicated teachers strive to empower every child to reach their full potential as responsible, respectful, and safe citizens to be contributing members of our diverse community.

#### School Vision Statement

Willow School's vision is to cultivate an equitable learning community where every child feels valued, empowered, and inspired to reach their full potential. We are a community where curiosity is nurtured, creativity is celebrated, and diversity is embraced. Through the innovative teaching methods and wrap-around services of our support staff, Willow will provide a safe learning environment striving to ignite a lifelong love for learning in our students. At Willow, we aspire to create a place where each student is prepared to thrive academically, socially, and emotionally all while making meaningful contributions to our macro community.

#### TRANSCEND



#### School Accountability Report Card

In accordance with state and federal requirements, the School Accountability Report Card (SARC) is put forth annually by all public schools as a tool for parents and interested parties to stay informed of the school's progress, test scores and achievements.

#### **District Mission Statement**

The mission of the San Ysidro School District:

Quality education and opportunity for all students to succeed.

#### **District Vision Statement**

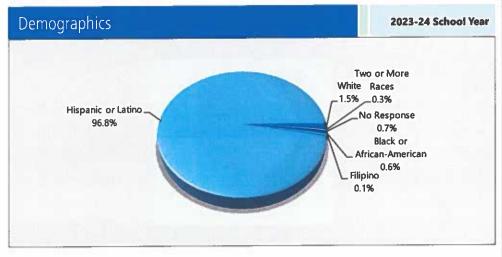
The San Ysidro School District, in partnership with our teachers and community, is committed to providing a high-quality, multicultural learning environment that promotes academic excellence, social responsibility, and physical and emotional well-being for all students.

#### **School Board**

Zenaida Rosario, President Antonio Martinez, Vice President Irene Lopez, Clerk Martin Arias, Member Kenia Peraza, Member

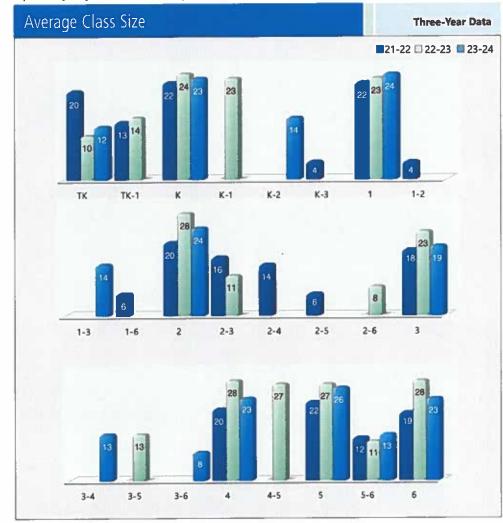
#### Enrollment by Student Group

The total enrollment at the school was 686 students for the 2023-24 school year. The pie chart displays the percentage of students enrolled in each group.



#### **Class Size Distribution**

The bar graphs display the three-year data for average class size, and the table displays the three-year data for the number of classrooms by size. The number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

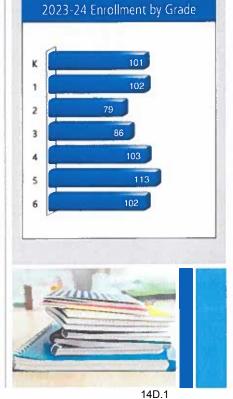


#### Enrollment by Student Group

Demographics		
2023-24 School Yes	IF	
Female	48.00%	
Male	51.70%	
Non-Binary	0.30%	
English learners	68.50%	
Foster youth	0.90%	
Homeless	37.90%	
Migrant	0.00%	
Socioeconomically Disadvantaged	74.90%	
Students with Disabilities	16.00%	

# Enrollment by Grade

The bar graph displays the total number of students enrolled in each grade for the 2023-24 school year.



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SARC

Turniber of C	Classrooms by Size			a			Three-Year Data		
		2021-22			2022-23			2023-24	
Grade	1-20	21-32	33+	Numi 1-20	ber of Stu 21-32	idents 33+	1-20	21-32	33+
тк	1	21-32	337	2	21-32	334	2	LISE	554
TK-1	1			1					
K		3			3			3	
K-1					1				-
	_						1		<u>, ()</u>
K-2				in the	-			1	-
K-3	1						14,00		<u></u>
1		3			3			4	
1-2	1								
1-3							1		
1-6	1					1			
2	2	1			3			3	
2-3	2			1	<b>NE</b>				
2-4	1								
2-5	1			N. 1					
2-6				1					
3	3	2			4	1 Mint	4		
3-4							1		
3-5				1					
3-6				-			1		
4	1	4			3			4	
4-5					1				
4-6			1-22-5						
5	1	4			3			4	
		6 80	3			1011	1		70

#### Willow Elementary School



## **School Safety**

The district developed a Comprehensive School Safety Plan in order to comply with Senate Bill 187 of 1997. The plan provides students and staff means to ensure a safe and orderly learning environment. Key elements of the Comprehensive School Safety Plan include child-abuse reporting procedures, teacher notification of dangerous-pupils procedures, disasterresponse procedures, procedures for safe entering to and exiting from school, sexual harassment policy, suspension and expulsion policies, dress code and discipline policies.

Willow Elementary School is focused on providing a positive, safe, and secure learning environment for students, staff, parents and the community. The site's comprehensive Safe School Plan addresses safety concerns. Annual drills for earthquakes, fires, lockdowns and bus evacuations are held to meet district requirements. The goals and objectives of our school are to support a learning environment that allows staff to effectively teach and students to actively learn. In addition, we focus on character building through Willow School Positive Behavior Interventions and Supports (PBIS). Furthermore, we analyze our school's physical, social, and cultural environments. The site Safe School Plan is updated annually.

The site Emergency Operations Plan (EOP) includes routine and emergency disaster information. The EOP aligns site emergency operations procedures with the District Emergency Operations Plan.

The school safety plan was last reviewed, updated and discussed with the school faculty in November 2024.



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4

1

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4

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#### Suspensions and Expulsions

This table shows the school, district, and state suspension and expulsion rates collected between July through June, each full school year respectively. Note: Students are only counted one time, regardless of the number of suspensions.

Suspensions and Expulsions							Three-Ye	ar Data	
	Willow ES			Willow ES San Ysidro SD			California		
	21-22	22-23	23-24	21-22	22-23	23-24	21-22	22-23	23-24
Suspension rates	1,40%	2.10%	1.90%	2.50%	3.00%	3.10%	3.20%	3.60%	3.30%
Expulsion rates	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.10%	0.10%	0.10%



# Professional Development

All curriculum and instructional improvement activities at San Ysidro School District are aligned to the California Common Core State Standards and frameworks. The district professional-development program provides opportunities for teachers and support staff to implement the district's core curriculum for all students, update subject-area expertise, use data to plan instructional improvement strategies and acquire new instructional strategies for use in the classroom. Additionally, teachers and support staff have the opportunity to participate in conferences, districtwide professional development throughout the year focusing on Common Core State Standards implementation and specific training to support English language learners and students with special needs.

At the site level each year, targeted professional-improvement activities are provided for teachers and support staff that reflect the specific school goals and objectives reflected in the school site plan such as: Professional Learning Community (PLC); Grade Level Collaborations as well as various conferences and workshops, such as Association of California School Administrators (ACSA) Leadership Summit, Project GLAD training, AVID Institutes, CABE Summer Institute, CABE Dual Language Teacher Academy, Universal Design for Learning Sessions, WRITE Foundations Trainings, Middle School Math Trainings from San Diego County Office of Education, TK-2 Math Training Sessions from Emily Stewart, as well as training sessions for the newly adopted instructional materials (Twig Science, and Savvas, CA History Social Science myWorld Interactive).

Professional	Development Days		
Number of school days dedicated to staff development and continuous improvement			
2022-23	125		
2023-24	130		
2024-25	130		

#### Suspensions and Expulsions by Student Group

Suspensions and Expulsions by Studer	nt Group	2023-24 School Yea
Student Group	Suspensions Rate	Expulsions Rate
All Students	1.90%	0.00%
Female	0.50%	0.00%
Male	3.20%	0.00%
Non-Binary	0.00%	0.00%
American Indian or Alaska Native	0.00%	0.00%
Asian	0.00%	0.00%
Black or African American	0.00%	0.00%
Filipino	0.00%	0.00%
Hispanic or Latino	1.60%	0.00%
Native Hawaiian or Pacific Islander	0.00%	0.00%
Two or More Races	0.00%	0.00%
White	5.90%	0.00%
English Learners	1.60%	0.00%
Foster Youth	0.00%	0.00%
Homeless	1.60%	0.00%
Socioeconomically Disadvantaged	2.10%	0.00%
Students Receiving Migrant Education Services	0.00%	0.00%
Students with Disabilities	7.30%	0.00%



## California Physical Fitness Test

Each spring, all students in grades 5, 7 and 9 are required to participate in the California Physical Fitness Test (PFT). The Fitnessgram is the designated PFT for students in California public schools put forth by the State Board of Education. Encouraging and assisting students in establishing lifelong habits of regular physical activity is the primary goal of the Fitnessgram. The table shows the percentage of students participating in each of the five fitness components for the most recent testing period. For more detailed information on the California PFT, please visit www.cde.ca.gov/ta/tg/pf.

Califo	rnia Physical F	itness Test		202	3-24 School Yea
Percenta	ge of Students Par	ticipating In Each	Of The Five Fitness	Components	
	Component 1:	Component 2:	Component 3:	Component 4:	Component 5:
Grade	Aerobic Capacity	Abdominal Strength and Endurance	Trunk Extensor and Strength and Flexibility	Upper Body Strength and Endurance	Flexibility
5	95.7%	96.5%	96.5%	96.5%	96.5%

## Chronic Absenteeism by Student Group

Chronic Absenteeism by Student Group			2023-24 School Ye		
Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate	
All Students	783	761	287	37.70%	
Female	378	364	124	34.10%	
Male	404	396	163	41.20%	
Non-Binary	0	0	0	0.00%	
American Indian or Alaska Native	0	0	0	0.00%	
Asian	0	0	0	0.00%	
Black or African American	0	0	0	0.00%	
Filipino	0	0	0	0.00%	
Hispanic or Latino	744	726	278	38.30%	
Native Hawaiian or Pacific Islander	0	0	0	0.00%	
Two or More Races	0	0	0	0.00%	
White	17	16	3	18.80%	
English Learners	552	536	219	40.90%	
Foster Youth	0	0	0	0.00%	
Homeless	319	306	144	47.10%	
Socioeconomically Disadvantaged	678	663	260	39.20%	
Students Receiving Migrant Education Services	0	0	0	0.00%	
Students with Disabilities	150	148	64	43.20%	



# Types of Services Funded

San Ysidro School District received state and federal funding for the following categorical, special education and support programs:

#### **Federal funds**

- Every Student Success Act (ESSA): Title I, Part A
- Special Ed: IDEA Basic Local Assistance Entitlement, Part B, Section 611
- Special Ed: IDEA Preschool Grants, Part B, Sec 619
- Special Ed: IDEA Mental Health Allocation Plan, Part B, Sec 611
- Special Ed: IDEA Preschool Staff Development, Part B, Sec 619
- ESSA: Title II, Part A, Supporting Effective Instruction
- ESSA: Title III, Limited English Proficiency (LEP) Student Program
- ESSA: Title IV, Part A, Student Support and Academic Enrichment Grants
- ESSA: Education for Homeless Children and Youth, Subtitle VII-B McKinney-Vento Act
- Elementary and Secondary School Emergency Relief (ESSER) Fund

#### State funds

- Lottery Unrestricted
- Lottery Instructional Materials
- Local Control Funding Formula
- Education Protection Account
- Expanded Learning Opportunities
   Program (ELOP)
- Expanded Learning Opportunities Grant
- Educator Effectiveness Block Grant
- Special Education: Assembly Bill (AB) 602
- Special Education: Learning Recovery
   Support
- Special Education: State Mental Health Services
- Special Education: Early Intervention
   Preschool Grant
- After School Education and Safety (ASES) programs



#### Statewide Assessments

**Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAS] for English language arts/literacy (ELA) and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

- 1. Smarter Balanced Summative Assessments and CAAs for ELA in grades three through eight and grade eleven.
- 2. Smarter Balanced Summative Assessments and CAAs for mathematics in grades three through eight and grade eleven.
- 3. California Science Test (CAST) and CAAs for Science in grades five, eight, and once in high school (i.e., grade 10, 11 or 12).

#### CAASPP Test Results in Science for All Students

The table below shows the percent of students meeting or exceeding the State standard on the CAASPP— California Science Test (CAST) and the California Alternate Assessment for Science (CAA for Science) for grades 5, 8 and once in high school (i.e., grade 10, 11 or 12).

Percentage of Students Me	eting or Exe	ceeding St	ate Standa	ard	Two	-Year Data
	Wille	w ES	San Ysi	dro SD	Calif	ornia
Subject	22-23	23-24	22-23	23-24	22-23	23-24
Science	11.76%	9.73%	18.22%	18.53%	30.29%	30.73%

#### CAASPP Test Results in ELA and Mathematics for All Students

The table below shows the percent of students meeting or exceeding the State standards on the California Assessment of Student Performance and Progress (CAASPP) Smarter Balanced Summative Assessments and California Alternate Assessments (CAAs) for English language arts/literacy (ELA) and mathematics for grades 3-8 and 11.

Percentage of Students Meet	ting or Exe	ceeding St	ate Standa	rd	Two	-Year Dat
	Wille	W ES	San Ys	idro SD	Calif	omia
Subject	22-23	23-24	22-23	23-24	22-23	23-24
English language arts/literacy	23%	25%	35%	35%	46%	47%
Mathematics	19%	24%	24%	26%	34%	35%





#### CAASPP by Student Group: Science, English Language Arts and Mathematics

The tables on the following pages display the percentage of students that met or exceeded state standards in science, English language arts/literacy and mathematics for the school by student groups.

The "percentage met or exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard on the CAA divided by the total number of students who participated in both assessments.

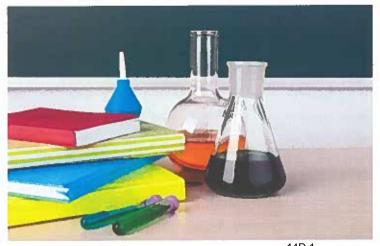
Note: The number of students tested includes all students who participated in the test whether they received a score or not. However, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

# CAASPP Test Results by Student Group: Science (grade 5)

Percentage of Students Meeting or E	xceeding State S	standard		2	023-24 School Year
Science					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	115	113	98.26%	1.74%	9.73%
Female	56	55	98.21%	1.79%	10.91%
Male	59	58	98.31%	1.69%	8.62%
American Indian or Alaska Native	\$	*	٠	٠	*
Asian	\$	<b>*</b>	*	\$	*
Black or African American	4	*	٠	٠	\$
Filipino	*	*	*	٠	*
Hispanic or Latino	111	110	99.10%	0.90%	10.00%
Native Hawaiian or Pacific Islander	\$	*	*	*	*
Two or more races	\$	¢	\$	*	*
White	*	*	¢	*	\$
English Learners	78	77	98.72%	1.28%	3.90%
Foster Youth	*	*	*	•	*
Homeless	56	56	100.00%	0.00%	10.71%
Military	*	*	*	*	*
Socioeconomically disadvantaged	100	98	98.00%	2.00%	9.18%
Students receiving Migrant Education services	*	*	*	*	*
Students with Disabilities	21	20	95.24%	4.76%	0.00%

Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.





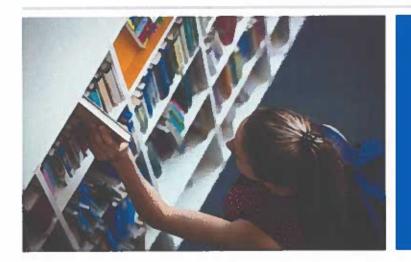
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# CAASPP Test Results by Student Group: English Language Arts (grades 3-6)

English Language Arts				()	
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	415	389	93.73%	6.27%	24.68%
Female	200	190	95.00%	5.00%	28.42%
Male	214	198	92.52%	7.48%	21.21%
American Indian or Alaska Native	•	•	٠	\$	*
Asian	*	*	\$	*	*
Black or African American	\$	4	٠	¢	*
Filipino	\$	\$	\$	\$	*
Hispanic or Latino	399	373	93.48%	6.52%	25.47%
Native Hawailan or Pacific Islander	*	*	٠	*	*
Two or more races	\$	*	٠	\$	*
White	*	*	٠	*	*
English Learners	283	260	91.87%	8.13%	13.08%
Foster Youth	\$	\$	*	¢	\$
Homeless	178	166	93.26%	6.74%	22.89%
Military	*	*	*	*	*
Socioeconomically disadvantaged	361	340	94.18%	5.82%	23.24%
Students receiving Migrant Education services	*	*	÷	*	*
Students with Disabilities	75	72	96.00%	4.00%	5.56%

Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.





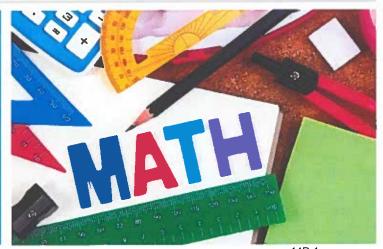
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# CAASPP Test Results by Student Group: Mathematics (grades 3-6)

Mathematics					
Group	Total Enrollment	Number Tested	Percentage Tested	Percentage Not Tested	Percentage Met or Exceeded
All students	415	407	98.07%	1.93%	23.89%
Female	200	198	99.00%	1.00%	24.87%
Male	214	208	97.20%	2.80%	23.08%
American Indian or Alaska Native	\$	٠	٠	*	*
Asian	*	*	*	*	*
Black or African American	\$	*	٠	*	*
Filipino	•	*	۵	*	*
Hispanic or Latino	399	391	97.99%	2.01%	24.62%
Native Hawaiian or Pacific Islander	¢	*	۵	*	*
Two or more races	\$	\$	٠	*	*
White	\$	\$	۵	\$	*
English Learners	283	278	98.23%	1.77%	16.61%
Foster Youth	*	*	٠	٠	*
Homeless	178	175	98.31%	1.69%	19.54%
Military	*	*	*	\$	*
Socioeconomically disadvantaged	361	354	98.06%	1.94%	23.51%
Students receiving Migrant Education services	*	*	¢	*	*
Students with Disabilities	75	72	96.00%	4.00%	5.63%

Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.





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#### Textbooks and Instructional Materials

San Ysidro School District held a public hearing on September 12, 2024, determining sufficiency of instructional materials at all schools within the district. All schools were found to have sufficient and good-quality textbooks, instructional materials or science lab equipment pursuant to the settlement of Williams v. the State of California.

Students, including English learners, are given their own individual standards-aligned textbooks or instructional materials, or both, in core subjects for use in the classroom and to take home. Textbooks and supplementary materials are adopted according to a cycle developed by the California Department of Education, making the textbooks used in the school the most current available. All teachers review materials approved for use by the state, and a recommendation is made to the board of trustees by a selection committee composed of teachers and administrators.

Textbooks and Ins	tructional Materials List 20	24-25 School Yea
Subject	Textbook	Adopted
Reading/language arts	Benchmark Ready to Advance (TK), Listos y Adelante (Spanish for Dual Language)	2018
Reading/language arts	Benchmark Advance (English for K-6)	2023
Reading/language arts	Benchmark Adelante (K-3) Spanish for Dual Language	2023
Reading/language arts	Benchmark Steps to Advance (2-6 SDC)	2018
English Language Development	Benchmark Advance: Asset-Based Access to English- Express (K-6)	2023
English Language Development	Ready to Advance (TK)	2018
Mathematics	My Math, McGraw-Hill (K-5)	2017
Mathematics	SpringBoard, College Board (6)	2017
Science/Health	TWIG Science (TK-5) and Spanish for Dual Language	2023
Science/Health	California Inspire Science–Earth and Space, McGraw Hill (6 and Spanish for Dual Language	i) 2023
History/Social Science	History Social Science CA myWorld Interactive, Savvas (K- 5) and Spanish for Dual Language	2024
History/Social Science	CA History Social Science myWorld Interactive Secondary Savvas/Pearson (6) and Spanish for Dual Language	2024

#### **Quality of Textbooks**

The following table outlines the criteria required for choosing textbooks and instructional materials.

Quality of Textbooks	2024-25 School Year
Criteria	Yes/No
Are the textbooks adopted from the most recent state-approved or local governing-board-approved list?	Yes

#### Parental Involvement

Parents assist the school by volunteering. The capacity of which parents can participate are via: elected and participate in the SSC, Parents of English language learners are invited to attend and participate at the regular ELAC, parents of a student in the Dual Language Spanish program participate as a school representative for the Dual Language Acquisition Committee (DLAC). Parents also have the opportunity to participate in Willow Elementary School's leadership teams, school committees and in-school activities, or become volunteers may contact the School Administrative Assistant Mrs. Erika Aviles at (619) 428-2231, extension 3797 for further information on the process and criteria.

Availability of Textbooks and Instructional Materials

The following lists the percentage of pupils who lack their own assigned textbooks and instructional materials.

Percentage of Students Lacking Materials by Subject		
2024-25 School Year		
Reading/language arts	0%	
Mathematics	0%	
Science	0%	
History/social science	0%	
Visual and performing arts	\$	
Foreign language	\$	
Health	\$	

#### **Currency of Textbooks**

This table displays the date when the most recent hearing was held to adopt a resolution on the sufficiency of instructional materials.

Currency of Tex	abooks
2024-25 Schoo	ol Year
Data collection date	9/12/2024

# **Public Internet Access**

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available at a workstation, and the ability to print documents.



# School Facility Good Repair Status

The table shows the results of the school's most recent inspection using the Facility Inspection Tool (FIT) or equivalent school form. This inspection determines the school facility's good repair status using ratings of good condition, fair condition or poor condition. The overall summary of facility conditions uses ratings of exemplary, good, fair or poor.

School Facility Good Repair Status	2024-25 School Year
Items Inspected	Repair Status
Systems: Gas leaks, sewer, mechanical systems (heating, ventilation and HVAC)	Good
Interior: Interior surfaces (floors, ceilings, walls and window casings)	Good
Cleanliness: Pest/vermin control, overall cleanliness	Good
Electrical: Electrical systems	Fair
Restrooms/fountains: Restrooms, sinks and drinking fountains	Fair
Safety: Fire safety, emergency systems, hazardous materials	Fair
Structural: Structural condition, roofs	Good
External: Windows/doors/gates/fences, playgrounds/school grounds	Good
Overall summary of facility conditions	Good
Date of the most recent FIT report	10/23/2024

#### **Deficiencies and Repairs**

The table lists the repairs required for all deficiencies found during the site inspection. Regardless of each item's repair status, all deficiencies are listed. For all items inspected that were found to not be in "good repair," a work-order has been created and maintenance will be done before the end of the 2024-25 school year. Maintenance items will be prioritized so that student safety is not compromised.

Deficiencies and Repairs		2024-25 School Year			
Items Inspected	Deficiencies and Action Taken or Planned				
Systems		ust at the base and corrosion at pipe ceiling is rusty; Kitchen: Air conditioning o floor - slip hazard.			
Interior	MCC Lunch Area: Wall tiles bro Wall Damage.	MCC Lunch Area: Wall tiles broken near girls RR/Kitchen; MCC Cust: Wall Damage.			
Cleanliness	Mini Stage Storage: Door blocked.				
Electrical	Multiple lights out; Room 30: I Stage Storage, Mini Stage Lift Deficiency not listed; MCC Boy	tom): Lights Burned out; Room 24: Light diffusers missing; Room 37, Mini Area: Light out; Girls RR (top & bottom): ys RR: Low voltage wire hanging loose hissing; MCC Girls RR: Light out, light			
Restrooms/fountains		ICC Boys RR: Far left urinal is clogged; broken and second stall from right has			
Safety	MCC lunch area: Peeling paint	on ceiling beams.			
Structural	MCC Boys RR: Cracks on the ceiling; MCC Girls RR: Multiple cracks on the ceiling and at the entry.				
External	MCC Lunch Area: Skylight bea skylight panels build-up of de	ms have rust (moisture damage) and bris at multiple places.			

# School Facilities

Willow Elementary School provides a safe, clean environment for students, staff and volunteers. The present school building opened its doors in September 2009, and consists of 41 classrooms, a multipurpose room, library media center, computer lab and main office building.

The safety of the students and staff is Willow Elementary School's primary concern. All visitors must sign in at the front office and wear identification tags while on school grounds. All volunteers must submit a volunteer application and submit a tuberculosis clearance before they are approved.

Fire and disaster drills are conducted on a monthly basis throughout the school year.

#### **Cleaning Process**

The District Governing Board has adopted cleaning standards for all schools in the district. Basic cleaning operations are performed on a daily basis throughout the school year, with emphasis on classrooms and restrooms. A joint effort between students and staff helps keep the campus clean and litter-free. The principal works daily with the custodial staff to develop sanitation schedules that ensure a clean, safe and functional learning environment.

#### Maintenance and Repair

A scheduled maintenance program is administered by Willow's custodial staff on a regular basis, with heavy maintenance functions occurring during vacation periods. Additionally, a scheduled maintenance program is administered by the San Ysidro School District to ensure that school grounds and facilities remain in excellent repair. A work-order process is used when issues arise that require immediate attention. Emergency repairs are given the highest priority; repair requests are completed efficiently and in the order in which they are received.

#### California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard. org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.



# Teacher Preparation and Placement

These tables display the number and percent of teacher authorization/assignment as well as the total number and percent of teaching positions at the school, district and state levels. For questions concerning the assignment of teachers outside their subject area of competence or the credential status of teachers, visit the California Commission on Teacher Credentialing website at https://www.ctc.ca.gov/.

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	30.0	96.8%	171.8	93.1%	228,366.1	83.1%
Intern Credential Holders Property Assigned	0.0	0.0%	0.0	0.0%	4,205.9	1.5%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	1.0	3.2%	1.1	0.6%	11,216.7	4.1%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.8	0.4%	12,115.8	4.4%
Unknown	0.0	0.0%	10.7	5.8%	18,854.3	6.9%
Total Teaching Positions	31.0	100.0%	184.5	100.0%	274,759.1	100.0%

Teacher Preparation and Placement						22 School Ye
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	30.6	93.9%	181.6	92.2%	234,405.2	84.0%
Intern Credential Holders Properly Assigned	1.0	3.1%	1.0	0.5%	4,853.0	1.7%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	1.0	3.1%	11.1	5.6%	12,001.5	4.3%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.2	0.1%	11,953.1	4.3%
Unknown	0.0	0.0%	3.0	1.6%	15,831.9	5.7%
Total Teaching Positions	32.6	100.0%	197.0	100.0%	279,044.8	100.0%

Teacher Preparation and Placement						2022-23 School Year	
Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent	
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	27.0	93.1%	179.9	90.8%	231,142.4	83.2%	
Intern Credential Holders Properly Assigned	1.0	3.5%	2.0	1.0%	5,566.4	2.0%	
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	1.0	3.5%	9.3	4.7%	14,938.3	5.4%	
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.0	0.0%	0.2	0.1%	11,746.9	4.2%	
Unknown	0.0	0.0%	6.5	3.3%	14,303.8	5.2%	
Total Teaching Positions	29.0	100.0%	198.1	100.0%	277,697.8	100.0%	

Note: The data in these tables is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned to based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

The data source is the California State Assignment Accountability System (CalSAAS) provided by the Commission on Teacher Credentialing. For information on the CalSAAS, visit the CALPADS web page at https://www.cde.ca.gov/ds/sp/cl/calpadsupdflash201.asp.

For more information on the definitions listed above, refer to the Updated Teacher Equity Definitions web page at https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.

#### Teachers Without Credentials and Misassignments (considered "ineffective" under ESSA)

This table displays the number of authorization/assignments of teachers with permits and waivers; misassignments; and vacant positions. For questions concerning the permits, waivers, and misassignment of teachers, visit the California Commission on Teacher Credentialing website at https://www.ctc.ca.gov/.

Teachers Without Credentials and Misassig	Three-Year Da		
Authorization/Assignment	2020-21	2021-22	2022-23
Permits and Waiver	0.0	0.0	0.0
Misassignments	1.0	1.0	1.0
Vacant Positions	0.0	0.0	0.0
Total Teachers Without Credentials and Misassignments	1.0	1.0	1.0

#### Credentialed Teachers Assigned Out-of-Field (considered "out-of-field" under ESSA)

This table displays the number of credentialed teachers authorized on a permit or waiver and local assignment options. For more information on the definitions listed above, refer to the California Commission on Teacher Credentialing's Administrator's Assignment Manual at https://www.ctc.ca.gov/credentials/manuals.

Credentialed Teachers Assigned Out-of-	Field	Th	ree-Year Data
Indicator	2020-21	2021-22	2022-23
Credentialed Teachers Authorized on a Permit or Waiver	0.0	0.0	0.0
Local Assignment Options	0.0	0.0	0.0
Total Out-of-Field Teachers	0.0	0.0	0.0

#### **Class Assignments**

This table displays the percentage of misassignments of English learners and teachers with no credential, permit or authorization to teach. Misassignment and vacant teacher position data should be available in the district's personnel office.

Class Assignments	Three-Year Data		
Indicator 2020-21		2021-22	2022-23
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	3.2%	7.3%	12.5%
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	0.0%	4.8%	9.3%

The data source is the California State Assignment Accountability System (CalSAAS) provided by the Commission on Teacher Credentialing. For information on the CalSAAS, visit the CALPADS web page at https://www.cde.ca.gov/ds/sp/cl/calpadsup-dflash201.asp.

For more information on the definitions listed above, refer to the Updated Teacher Equity Definitions web page at https:// www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp.



#### Academic Counselors and School Support Staff

This table displays information about academic counselors and support staff at the school and their full-time equivalent (FTE).

#### Ratio of Pupils to Academic Counselors and School Support Staff Data 2023-24 School Year Ratio **Pupils to Academic** ÷ counselors **Support Staff** FTE **Counselor** (academic, social/behavioral or career 0.00 development) Library media teacher 0.00 (librarian) Library media services 1.00 staff (paraprofessional) Psychologist 1.00 Social worker 0.71\* 0.14\*\* Nurse Speech/language/hearing 2.00 specialist **Resource specialist** 0.00 (nonteaching)

♦ Not applicable.

 5 Social Workers for the District to support students with mental health programs and provide Educationally Related Mental Health Services.

\*\* 1 District Nurse to oversee all schools and is available for all students.



#### Financial Data

The financial data displayed in this SARC is from the 2022-23 fiscal year. The most current fiscal information available provided by the state is always two years behind the current school year and one year behind most other data included in this report. For detailed information on school expenditures for all districts in California, see the California Department of Education (CDE) Current Expense of Education & Per-pupil Spending web page at www.cde.ca.gov/ds/fd/ec. For information on teacher salaries for all districts in California, see the CDE Certificated Salaries & Benefits web page at www.cde.ca.gov/ds/fd/cs. To look up expenditures and salaries for a specific school district, see the Ed-Data website at www.ed-data.org.

#### **District Financial Data**

This table displays district teacher and administrative salary information and compares the figures to the state averages for districts of the same type and size based on the salary schedule. Note: The district salary data does not include benefits.

Salary Data		2022-23 Fiscal Year
	San Ysidro SD	Similar Sized District
Beginning teacher salary	\$56,942	\$57,838
Midrange teacher salary	\$85,245	\$90,040
Highest teacher salary	\$112,613	\$118,647
Average elementary school principal salary	\$141,711	\$144,638
Average middle school principal salary	\$140,176	\$148,269
Superintendent salary	\$213,958	\$229,985
Teacher salaries: percentage of budget	33.00%	30.79%
Administrative salaries: percentage of budget	4.00%	5.71%

# School Financial Data

The following table displays the school's average teacher salary and a breakdown of the school's expenditures per pupil from unrestricted and restricted sources.

School Financial Da	ata
2022-23 Fiscal Yea	ir.
Total expenditures per pupil	\$8,669
Expenditures per pupil from restricted sources	\$251
Expenditures per pupil from unrestricted sources	\$8,418
Annual average teacher salary	\$109,922



## Financial Data Comparison

This table displays the school's per-pupil expenditures from unrestricted sources and the school's average teacher salary and compares it to the district and state data.

Financial Data Comparison		2022-23 Fiscal Year
	Expenditures Per Pupil From Unrestricted Sources	Annual Average Teacher Salary
Willow ES	\$8,418	\$109,922
San Ysidro SD	\$12,683	\$105,887
California	\$10,771	\$94,129
School and district: percentage difference	-33.6%	+3.8%
School and California: percentage difference	-21.8%	+16.8%

Data for this year's SARC was provided by the California Department of Education and school and district offices. For additional information on California schools and districts and comparisons of the school to the district, the county and the state, please visit DataQuest at http://dq.cde.ca.gov/dataquest. DataQuest is an online resource that provides reports for accountability, test data, enrollment, graduates, dropouts, course enrollments, staffing and data regarding English learners. Per Education Code Section 35256, each school district shall make hard copies of its annually updated report card available, upon request, on or before February 1. All data accurate as of December 2024.

# **Expenditures Per Pupil**

Supplemental/restricted expenditures come from money whose use is controlled by law or by a donor. Money that is designated for specific purposes by the district or governing board is not considered restricted. Basic/unrestricted expenditures are from money whose use, except for general guidelines, is not controlled by law or by a donor.

School Accountability Report Card

Published by: SchoolStatus. www.schoolstatus.com

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## SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO:	Governing B	oard	<b>BOARD MEETING DATE:</b> February 6, 2025				
VIA:	Gina A. Potte Superintende	,	<b>FROM:</b> Educational Services Manuel Bojorquez, Assistant Superintendent	☐ Informational ☐ Action			
AGENDA	A ITEM:	STUDENT PARTIC FORUM	CIPATION AT THE EARTH DAY GLO	OBAL GOALS			

#### **BACKGROUND INFORMATION:**

This initiative was introduced at the Classroom of the Future Foundation (CFF) Super Tank 2024 event, where Superintendents from different districts pitched the idea of hosting a Global Goals Forum for sixthgrade students from across San Diego County. Their vision was to provide an opportunity for young learners to engage in global affairs in a format like that of the United Nations.

Sixth grade students from four school districts—San Ysidro, National, Escondido Union, and Del Mar Union—will come together at the Science Fleet Center for this special event, where they will collaborate to create presentations and engage in breakout sessions, facilitating discussions on pressing global issues such as sustainability, health, and wellness.

Educational Services is requesting approval for up to fifty sixth grade students from all our schools to participate in the Earth Day Global Goals Forum, which will take place at the Fleet Science Center on April 22, 2025.

The cost for this event is \$1,560.00 for transportation services, of which \$800.00 will be covered from the donations account and the rest from the Title IV fund.

#### **RECOMMENDATION:**

Approve the student participation at the Earth Day Global Goals Forum to be held at the Fleet Science Center on April 22, 2025, at the total cost of \$1,560.00 for transportation services to be paid from the donations account and the Title IV fund.

LCAP GOAL AND ACTION/SERVICE: Goal 1: Student Achievement and Goal 2: School Culture, Climate, and Student Well-Being					
🗌 Renewal 🛛 New	Amendment Ratify Other				
Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #			
🛛 Yes 🗌 No	🛛 Yes 🗌 No				
\$1,560.00 (Amount)	Donations Account and Title IV Fund (Name of funding source and/or location)				
Recommended for:	Approval Denial Certification Requested	Yes No			

## SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

#### **TO:** Governing Board

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

#### BOARD MEETING DATE: February 6, 2025

**FROM:** Educational Services Manuel Bojorquez, Assistant Superintendent

	Informational
$\times$	Action

#### AGENDA ITEM: FOURTH ANNUAL SAN YSIDRO SCHOOL DISTRICT SCIENCE, TECHNOLOGY, ENGINEERING, AND MATHEMATICS (STEM) FAIR

#### **BACKGROUND INFORMATION:**

The District's Science, Technology, Engineering and Mathematics (STEM) Fair has been a remarkable success over the past years, and for this reason Educational Services is requesting approval to host the Fourth STEM Fair at La Mirada Elementary. This event is scheduled for April 18, 2025, from 1:30-4:30 p.m. and it is being organized by the SciPhy teachers with the objective of presenting STEM/Mindfulness/PE topics and projects to our parents and the San Ysidro Community.

The SciPhy team is working in collaboration with the San Ysidro STEM Committee and with members from the following community resources such as the Reuben H Fleet Science Center, UCSD, Casa Familiar, Nav Air Engineering, Air & Space Museum, San Ysidro High School and more. Attendees will have the opportunity to see and interact with different displays from the SciPhy curriculum. The team will prepare interactive activities for each grade level. There will be STEM, Physical Education, and Mindfulness activities which represent the scope of the work that the SciPhy Team implements. Some of the activities will be student-led. In addition, students will sing STEM songs for primary grade levels.

Cost implications for this event include refreshments for attendees and materials needed for the activities organized by SciPhy teachers.

#### **RECOMMENDATION:**

Approve the Fourth Annual San Ysidro School District Science, Technology, Engineering and Mathematics (STEM) Fair scheduled for April 18, 2025, at the cost of \$5,000.00 from the Title IV Fund and Donations.

#### LCAP GOAL AND ACTION/SERVICE:

Goal 2: School Culture, Climate, and Student Engagement - Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug-free, while also equipping them with the necessary social-emotional skills to build resilience and thrive not only in an equitable educational environment but also in their community and beyond. Goal 3: Parent Engagement, Action 3.7: Create opportunities for families and students to engage in positive academic and service activities at schools aimed at increasing satisfaction with the educational system and providing support to families (e.g., STEM Fair, Military Families Fair, Resource Fair).

🗌 Renewal	🛛 New	Amendment Ratify Other	
Financial Imp	plications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
Xes Yes	🗌 No	🖾 Yes 🛛 No	
\$5,00 (Amo		Title IV Fund and Donations           (Name of funding source and/or location)	]
Recomme	ended for:	Approval Denial Certification Requested	」Yes ∐ No

## SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** February 6, 2025

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

#### FROM:

Pupil Services Manuel Bojorquez, Assistant Superintendent  $\Box$  Informational  $\boxtimes$  Action

#### AGENDA ITEM: PARTICIPATION IN THE "COMIENZA CON UN SUEÑO," IT BEGINS WITH A DREAM CONFERENCE AT UC SAN DIEGO

#### **BACKGROUND INFORMATION:**

The "Comienza con un Sueño," It Begins with a Dream Conference is presented by the Early Academic Outreach Program (EAOP) from UC San Diego. This free conference brings together students, families, and educators for a day of culture, community, and knowledge. Offering bilingual workshops on college systems, admissions, and financial aid, bringing together college and community resources and providing a one-of-a-kind STEM fair.

Approximately fifty students in grades seventh and eighth accompanied by their parents/guardians will be attending the "Comienza con un sueño," It begins with a Dream Conference on Saturday, March 15, 2025, at the UC San Diego Liontree Arena.

Cost implications include transportation services and compensation for teachers and/or chaperones accompanying students during this event.

#### **RECOMMENDATION:**

LCAP GOAL AND ACTION/SERVICE.

Approve the participation of approximately fifty students and parents/guardian from Vista Del Mar and San Ysidro Middle Schools at the "Comienza con un sueño," It begins with a Dream Conference at the total cost of \$4,560.00 from the Title IV fund.

Goal 1: Student Achievement, Action 1.3, and Goal 3: Parent Engagement, Actions 3.3 and 3.7					
□ Renewal	□ Amendment □ Ratify □ Other				
Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #			
$\boxtimes$ Yes $\Box$ No	$\boxtimes$ Yes $\square$ No				
\$4,560.00 (Amount)	Title IV Fund         (Name of funding source and/or location)				
Recommended for:	$\boxtimes$ Approval $\square$ Denial Certification Requested $\square$	Yes 🗆 No			

# March 15th Liontree 9 am - 3 pm Arena

con un Qu

Conienza

It Begins With a Dream!

UC San Diego's **FREE** annual Comienza conference brings together 6th-11th grade students, families & educators for a day of culture, community and knowledge. Offering bilingual workshops on college systems, admissions & financial aid, bringing together college & community resources & providing a one of a kind STEM fair!



Office of

Scan QR Code to join our mailing list! Event registration opens Jan 21, 2025

For more info please visit comienza.ucsd.edu or email comienza@ucsd.edu



UC San Diego CENTER FOR RESEARCH ON EDUCATIONAL EQUITY, ASSESSMENT AND TEACHING EXCELLENCE

FREE LUNCH PROVIDED!

**UC** San Diego





14D.4 Page 2 of 2

TO:	Governing Board	<b>BOARD MEETING DATE:</b> Februa	ary 6, 2025
VIA:	Gina A. Potter, Ed.D. Superintendent	<b>FROM:</b> Educational Services, Manuel Bojorquez, Assistant Superintendent	☐ Informational ⊠ Action

#### **AGENDA ITEM:** PROFESSIONAL DEVELOPMENTS

#### **BACKGROUND INFORMATION:**

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

The following is a list of professional developments for the February 6, 2025, Board meeting:

- Crisis Prevention Institute (CPI)
- 3<sup>rd</sup> Annual Transformative SEL Symposium
- Annual Notification Template Overview
- CABE Conference Revised
- California School Nurses Organization (CSNO) 75th Annual Conference
- Comprehensive School Safety Planning Workshop
- Impact of Legislation on CWA/Student Services Workshop
- MEGA Network Meetings
- Reading Difficulties Risk Screener (RDRS) Overview, Instructional Considerations for MLs and Screener Fair
- Safer Spaces Training
- Sexual Health Educator Training Revised
- SMAA & RMTS District Quarterly Coordinators Meeting •
- Suicide Prevention in Schools: Staying Current from Prevention to Intervention
- Trauma Informed Crisis Support in K12 Schools

Cost implications might include registration fees, lodging, parking, meals, mileage, and substitute teacher compensation, as needed.

#### **RECOMMENDATION:**

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

#### LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Actions: 1.8 and 1.10 ~ Goal 2: School Culture, Climate, and Student Well-Being – Action: 2.1

$\Box$ Renewal $\boxtimes$ New	□ Amendment ⊠ Ratify □ Other	
Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
$\boxtimes$ Yes $\Box$ No	$\boxtimes$ Yes $\square$ No	
APPROXIMATE COST \$12,527.00 (Amount)	General, Title II, Title I, & ASB Funds and Community Schools Grant (Name of funding source and/or location)	]

Recommended for:  $\boxtimes$  Approval  $\square$  Denial Certification Requested  $\square$  Yes  $\square$  No

- 2025 Community Schools EMPOWER Summit
- AVID Secondary School Collaborative
- CADA State Convention
- Governor's Budget Workshop Revised
- Inter District Transfer Essentials Workshop
- Pupil Services Administrators Workshop
- SDCOE Williams Trainings

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Various Special Education Staff	Crisis Prevention Institute (CPI)	TBD	February 21, 2025 February 28, 2025 March 7, 2025	\$0	Sponsored by SELPA
Stephanie Wooden, Jedzida Herron	3 <sup>rd</sup> Annual Transformative Social and Emotional Symposium	San Diego	March 4-5, 2025	\$0	N/A
Veronica Medina, Maria Rodriguez, Darlene Herbert, Frankie Asio, Edith Arciaga, Elizabeth Gomez, Maricela Gonzalez, Rodrigo Amezquita, Nohemi Yescas	2025 Community Schools EMPOWER Summit	Fresno, CA	June 12-13, 2025	\$4,500.00	Community Schools Grant
<i>Pupil &amp; Educational</i> <i>Services Dept:</i> Veronica Medina, Guadalupe Barrera, Elizabeth Originales	Annual Notification Template Overview	Online	April 16, 2025	\$0	N/A
Vista Del Mar: Irene Herrera Cevallos, Sarina Hemungkorn, Nikole Scarlett, Carmen Blanco, Crystal Henry, Lupita Garcia, Jerry Herrera, Sarah Watson	AVID Secondary School Collaborative	SYHS	February 5, 2025	\$1,200.00	General Fund
Zenaida Rosario	CABE Conference 2025 ~Revised/New participant and funding	Long Beach, CA	March 26-29, 2025	\$2,600.00	General Fund
Sarina Hemungkorn, ASB Advisor	CADA State Convention	San Diego	February 26 - March 1, 2025	\$1,467.00	Title I and ASB Funds

### **Professional Development Backup Information – February 6, 2025**

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Anita Gillchrest	California School Nurses Organization (CSNO) 75 <sup>th</sup> Annual Conference	San Diego	February 12-16, 2025	\$1,300.00	General Fund
Jose Iniguez	Comprehensive School Safety Planning Workshop	Online	January 31, 2025	\$100.00	General Fund
1 Participant - TBD	Governor's Budget Workshop ~ <i>Revised/Additional</i> <i>Participant</i>	Anaheim, CA	January 22, 2025	\$340.00	General Fund
Veronica Medina	Impact of Legislation on CWA/Student Services Workshop	Online	January 16, 2025	\$140.00	General Fund
Veronica Medina	Inter District Transfer Essentials Workshop	Online	February 13, 2025	\$30.00	General Fund
Luis Ramos, Maria Rodriguez	MEGA Network Meetings	SDCOE	March 4, 2025 May 8, 2025	\$0	N/A
Manuel Bojorquez, Veronica Medina	Pupil Services Administrators Workshop	TBD	May 9, 2025	\$0	N/A
Educational Services Committee - 7 participants TBD	Reading Difficulties Risk Screener (RDRS) Overview, Instructional Considerations for MLs and Screener Fair	SDSU	January 24, 2025	\$800.00 (Mileage, parking and Sub teacher compensation)	Title II Fund
Brianna Minton	Safer Spaces 1.0 & 2.0 Training	SDCOE	February 19, 2025	\$0	N/A

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Manuel Bojorquez, Adriana Aguilar Luis Ramos, Laura English, Wendy Rodriguez, Rebecca Bravo, Manuela Colom, Monica Perez	SDCOE Williams Trainings	Online	April 25, 2025 April 15, 2025	\$0	N/A
Denise Villezcas	Sexual Health Educator Training ~Revised/Additional Participant	SDCOE	February 25, 2025	\$50.00	Title II Fund
Eugenia Teodoro	SMAA & RMTS District Quarterly Coordinators Meeting	TBD	February 3, 2025 May 5, 2025	\$0	N/A
Brianna Minton, Mary Jo Mullin	Suicide Prevention in Schools: Staying Current from Prevention to Intervention	SDCOE	January 21, 2025	\$0	N/A
Brianna Minton	Trauma Informed Crisis Support in K12 Schools	Online	January 29, 2025	\$0	N/A



# BUSINESS

TO: Governing Board **BOARD MEETING DATE:** February 6, 2025

FROM:

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

**Business Services** Marilyn Adrianzen, Chief Business Official

	Informational
$\boxtimes$	Action

**AGENDA ITEM:** PURCHASING REPORTS

#### **BACKGROUND INFORMATION:**

In order for the District to conduct the educational programs, expenditures are necessary. The function of a purchase order is to receive pre-approval for expenditures and set aside funds before services are performed and goods are received. When possible, purchase orders are made estimating the amount to be used over the course of the school year. Purchase orders are created and approved in the Business Services Department in addition to requisitions created by sites and other departments.

- Report #6 (December 1, 2024 through December 31, 2024): General Fund: 0000012467-• 0000012470, 0000012472-0000012489, 0000012491, 0000012494-0000012496, 0000012498-0000012523, 0000012525-0000012528, 0000012535-0000012543, 0000012548-0000012549, 0000012551-0000012554 • Child Development Fund: 0000012492-0000012493, 0000012497, Child Nutrition Fund: 0000012471, 0000012490, 0000012529, 0000012533, 0000012550 0000012545 • Building Measure U Fund: 0000012531, 0000012534, 0000012546-0000012547 Capital Facilities Fund: 0000012530 TOTAL: \$952,392.03
- Report #7 (January 1, 2025 through January 31, 2025): <u>General Fund:</u> 0000012555-0000012562, 0000012564-0000012579, 0000012581-0000012582, 00000125840000012593, 0000012596. 0000012599-0000012626, 0000012628-0000012656, 0000012658-0000012681, 0000012685. 0000012687-0000012690 • Child Development Fund: 0000012563, 0000012682-0000012684, 0000012686, 0000012689 Child Nutrition Fund: 0000012627, 0000012657 Building Measure U Fund: 0000012597-0000012598 • Building Measure T Fund: 0000012580, 0000012583, 0000012594 Capital Facilities Fund: 0000012595 TOTAL: \$675,795.90

#### **RECOMMENDATION:**

Approve/Ratify the purchase orders processed by the District during the months of December 2024 and January 2025.

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

🗌 Renewal 🛛 New	🗌 Amendment 🛛 Ratify 🔲 Other	
Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
Yes No	🛛 Yes 🗌 No	
\$1,628,187.93 (Amount)	As listed above (Name of funding source and/or location)	
Recommended for:	Approval Denial Certification Requested [	Yes No
		14E.1

# PURCHASING REPORT

December 2024

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
12/2/2024	0000012467	000000954	THE BIRCH AGENCY INC	PROFESSIONAL SERVICES	0100	6500000	5800010	054	100,000.00
12/2/2024	0000012468	000000171	MY PT SAN DIEGO	CONTRACTED SERVICES	0100	6500000	5800010	054	40,000.00
12/2/2024	0000012469	00069A	CITY TREASURER	CONTRACTED SERVICES	0100	8150000	5600005	070	612.00
12/4/2024	0000012470	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	022	137.75
12/5/2024	0000012472	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300011	071	399.98
12/5/2024	0000012473	004797	KOMPAN, INC.	CONTRACTED SERVICES	0100	8150000	4300007	070	1,072.45
12/5/2024	0000012474	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	483.84
12/5/2024	0000012475	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	465.36
12/5/2024	0000012476	004784	TIME AND ALARM SYSTEMS	CONTRACTED SERVICES	0100	8150000	5600005	070	18,000.00
12/5/2024	0000012477	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	423.30
12/5/2024	0000012478	000000854	SUN DIEGO CHARTER	CONTRACTED SERVICES	0100	1100000	5800055	010	1,872.00
12/5/2024	0000012479	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	71.89
12/5/2024	0000012480	0000001177	GUARDIAN HELMETS	INSTRUCTIONAL MATERIALS	0100	6500200	4300001	054	172.33
12/5/2024	0000012481	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	351.19
12/5/2024	0000012482	000345	STANDARD ELECTRONICS	CONTRACTED SERVICES	0100	8150000	5600005	070	1,320.40
12/5/2024	0000012483	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	419.97
12/5/2024	0000012484	000000594	PRC-SALTILLO	INSTRUCTIONAL MATERIALS	0100	6500200	4300001	054	724.69
12/5/2024	0000012485	000000093	FIREWATCH	CONTRACTED SERVICES	0100	8150000	5600005	070	2,695.00
12/9/2024	0000012486	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	222.00
12/9/2024	0000012487	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	225.52
12/9/2024	0000012488	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	022	198.48
12/9/2024	0000012489	000535	SCHOOL SPECIALTY	OFFICE SUPPLIES	0100	0000000	4300001	016	2,054.70
12/9/2024	0000012491	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300001	022	59.39
12/9/2024	0000012494	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	245.68
12/9/2024	0000012495	003616	SAN YSIDRO SCHOOL DISTRICT	CONTRACTED SERVICES	0100	0000000	5450000	071	20,000.00
12/10/2024	0000012496	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	440.92
12/10/2024	0000012498	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	020	474.02
12/10/2024	0000012499	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300001	016	179.67
12/10/2024	0000012500	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300001	016	226.75
12/10/2024	0000012501	000000906	SNAPWIZ, INC	CONTRACTED SERVICES	0100	3010000	5800006	025	750.00
12/10/2024	0000012502	004678	AMAZON CAPITAL SERVICES	OFFICE EQUIPMEN T	0100	1100000	4300000	010	538.65
12/10/2024	0000012503	001240	RAINBOW BOOK COMPANY	LIBRARY MATERIALS	0100	3182000	4200000	012	10,000.00
12/11/2024	0000012504	004678	AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	709.68
12/11/2024	0000012505	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	063	14,491.00

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
12/11/2024	0000012505	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	071	15,172.40
12/11/2024	0000012506	000000875	MEGAN STONE DO, INC.	PROFESSIONAL SERVICES	0100	5640000	5800010	054	500.00
12/11/2024	0000012507	000762	SOUTH BAY FENCE, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	5,380.00
12/11/2024	0000012508	000000646	BRIGHTLY SOFTWARE INC	MAINTENANCEAGREEMENT	0100	0000000	5800006	067	4,557.15
12/11/2024	0000012509	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	8150000	4300011	070	454.33
12/11/2024	0000012510	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	5600005	074	7,522.55
12/11/2024	0000012511	000762	SOUTH BAY FENCE, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	6,900.00
12/11/2024	0000012512	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	0000000	5200003	050	140.00
12/12/2024	0000012513	000000393	NAUMANN HOBBS MATERIAL	CONTRACTED SERVICES	0100	8150000	5600005	070	800.00
12/12/2024	0000012514	002874	ACSA	CONTRACTED SERVICES	0100	0000000	5300000	064	671.93
12/12/2024	0000012515	0000001168	PROJECT WAYFINDER, INC.	CONTRACTED SERVICES	0100	3010000	5800006	024	13,118.00
12/12/2024	0000012516	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	050	214.42
12/12/2024	0000012517	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	1,099.05
12/12/2024	0000012518	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	1,263.00
12/16/2024	0000012519	0000000443	DAILY JOURNAL CORPORATION	CONTRACTED SERVICES	0100	0000000	4300002	067	131.40
12/16/2024	0000012520	000345	STANDARD ELECTRONICS	CONTRACTED SERVICES	0100	8150000	5600005	070	260.00
12/16/2024	0000012521	000814	COUNTY OF SAN DIEGO	CONTRACTED SERVICES	0100	0000000	5800010	071	190,000.00
12/16/2024	0000012522	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500200	4300001	054	64.54
12/16/2024	0000012523	000000685	DALE SCOTT & COMPANY, INC.	PROFESSIONAL SERVICES	0100	0000000	5800000	071	30,000.00
12/16/2024	0000012525	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	018	2,615.36
12/16/2024	0000012526	000000887	CALIFORNIANS DEDICATED TO EDUCATION	REGISTRATION FEES	0100	4127000	5200003	061	395.00
12/16/2024	0000012527	003309	PRINT TO MAIL DOCUMENT SYSTEM	OFFICE MATERIALS	0100	0000000	4300001	022	273.69
12/16/2024	0000012528	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300000	025	230.91
12/17/2024	0000012535	000001056	POLAR ELECTRICAL COMPANY	PROFESSIONAL SERVICES	0100	8150000	5600005	070	60,000.00
12/17/2024	0000012536	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	1,739.76
12/19/2024	0000012537	00069A	CITY TREASURER	CONTRACTED SERVICES	0100	8150000	5600005	070	689.00
12/20/2024	0000012538	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	5600005	074	4,552.38
12/20/2024	0000012539	004726	AUTO UPHOLSTERY MASTERS	CONTRACTED SERVICES	0100	0982000	5600005	074	2,243.30
12/20/2024	0000012540	001980	VELOCITY TRUCK CENTERS	CONTRACTED SERVICES	0100	0982000	5600005	074	7,382.88
12/23/2024	0000012541	003311	SAN DIEGO COUNTY SUPERINTENDEN	CONTRACTED SERVICES	0100	4203000	5800010	061	5,000.00
12/23/2024	0000012542	000345	STANDARD ELECTRONICS	CONTRACTED SERVICES	0100	8150000	5600005	070	3,000.00
12/23/2024	0000012543	0000001056	POLAR ELECTRICAL COMPANY	CONTRACTED SERVICES	0100	8150000	5600005	070	60,000.00
12/23/2024	0000012548	0000001144	VANDERT CONSTRUCTION INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	60,000.00
12/23/2024	0000012549	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	0100	0000000	4300001	012	888.32

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
12/23/2024	0000012551	0000000806	GIMKIT, INC	CONTRACTED SERVICES	0100	3010000	5800006	025	1,000.00
12/23/2024	0000012552	0000000648	THE ED LADDER	CONTRACTED SERVICES	0100	3010000	5800010	014	2,048.00
12/23/2024	0000012553	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300001	022	1,246.47
12/23/2024	0000012554	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500000	4300001	054	199.03
							Total for	0100	711,791.48
12/9/2024	0000012492	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	1200	6105000	4300001	076	956.61
12/9/2024	0000012493	004678	AMAZON CAPITAL SERVICES	OFFICE MATERIALS	1200	0300120	4300001	076	64.42
12/10/2024	0000012497	000146	LAKESHORE	INSTRUCTIONAL MATERIALS	1200	5210000	4300001	076	9,636.87
12/23/2024	0000012550	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	1200	9024002	1100003	076	720.00
							Total for	1200	11,377.90
							TUTALIO	1200	11,377.90
12/4/2024	0000012471	0000001050	NUTRISLICE, INC	CONTRACTED SERVICES	1300	7032000	5800006	085	4,070.40
12/9/2024	0000012490	004678	AMAZON CAPITAL SERVICES	CAFETERIA SUPPLIES	1300	5310000	4300026	085	201.49
12/16/2024	0000012529	0000001182	TK SERVICES, INC	CONTRACTED SERVICES	1300	7032000	5600000	085	6,308.57
12/17/2024	0000012533	000000544	HEARTLAND SCHOOL SOLUTIONS	CONTRACTED SERVICES	1300	7032000	5800006	085	5,898.75
12/23/2024	0000012545	000000124	MRC SMART TECHNOLOGY SOLUTIONS	OFFICE SUPPLIES	1300	5310000	4300011	085	298.10
							Total for	1300	16,777.31
12/17/2024	0000012531	0000001164	JOHNSON CONSULTING ENGINEERS, INC	PROFESSIONAL SERVICES	2133	9010314	6200050	322	20,000.00
12/17/2024	0000012534	0000001143	GAFCON PM-CM LLC	PROFESSIONAL SERVICES	2133	9010314	6200076	322	128,700.00
12/23/2024	0000012546	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY EQUIPMENT	2133	9010314	6200050	322	17,751.79
12/23/2024	0000012547	000000650	PATHWAY COMMUNICATIONS LTD	TECHNOLOGY EQUIPMENT	2133	9010314	6200050	322	30,098.55
							Total for	2133	196,550.34
10/17/0004	0000010500	000700			0510	0010501	c20007c	22.4	
12/17/2024	0000012530	000762	SOUTH BAY FENCE, INC.	PROFESSIONAL SERVICES	2518	9010501	6200076	324	15,895.00
							Total for	2518	15,895.00
							Grand T	otal	952,392.03
			F	Page 3 of 3					14E.1

# PURCHASING REPORT

January 2025

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
1/2/2025	0000012555	0000000716	POWERSCHOOL GROUP LLC	CONTRACTED SERVICES	0100	0000000	5800010	062	12,666.57
1/2/2025	0000012556	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	130.76
1/2/2025	0000012557	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	224.83
1/2/2025	0000012558	000000980	TWIG EDUCATION, INC.	INSTRUCTIONAL MATERIALS	0100	6300000	4100000	061	9,216.74
1/2/2025	0000012559	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300001	022	63.99
1/2/2025	0000012560	001240	RAINBOW BOOK COMPANY	INSTRUCTIONAL MATERIALS	0100	3182000	4200000	012	1,000.00
1/2/2025	0000012561	0000001176	PURCOR PEST SOLUTIONS	CONTRACTED SERVICES	0100	8150000	5500007	068	17,735.00
1/2/2025	0000012562	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	018	216.20
1/2/2025	0000012564	000000177	CSM CONSULTING INC.	CONTRACTED SERVICES	0100	0000000	5800006	067	6,000.00
1/2/2025	0000012565	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	8150000	4300011	070	94.57
1/3/2025	0000012566	000000854	SUN DIEGO CHARTER	CONTRACTED SERVICES	0100	2600000	5800018	061	26,208.00
1/3/2025	0000012567	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	686.69
1/3/2025	0000012568	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	796.32
1/3/2025	0000012569	000273	SCHOLASTIC, INC	INSTRUCTIONAL MATERIALS	0100	3182000	4200000	012	1,000.00
1/3/2025	0000012570	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	232.97
1/3/2025	0000012571	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	313.72
1/3/2025	0000012572	0000000493	FACTS EDUCATION SOLUTIONS LLC	CONTRACTED SERVICES	0100	4035000	5800010	014	10,173.00
1/3/2025	0000012573	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	497.43
1/3/2025	0000012574	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	512.93
1/3/2025	0000012575	001240	RAINBOW BOOK COMPANY	INSTRUCTIONAL MATERIALS	0100	3182000	4200000	012	1,000.00
1/3/2025	0000012576	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	169.93
1/7/2025	0000012577	004678	AMAZON CAPITAL SERVICES	INSRUCTIONAL MATERIALS	0100	2600000	4300001	061	503.62
1/7/2025	0000012578	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	676.28
1/7/2025	0000012579	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	580.09
1/7/2025	0000012581	0000000910	SMASH MY TRASH	CONTRACTED SERVICES	0100	8150000	5600005	070	500.00
1/7/2025	0000012582	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	230.32
1/7/2025	0000012584	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	37.66
1/7/2025	0000012585	002037	PERMA BOUND PUB.	INSTRUCTIONAL MATERIALS	0100	3010000	4300006	025	452.12
1/7/2025	0000012586	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	920.18
1/7/2025	0000012587	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	545.96
1/7/2025	0000012588	001666	MIRACLE PLAYGROUND SALES INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	6,967.62
1/7/2025	0000012589	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	521.54
1/7/2025	0000012590	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	1,017.01
1/7/2025	0000012591	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATON FEES	0100	0000000	5200003	012	550.00
1/7/2025	0000012592	004678	AMAZON CAPITAL SERVICES	INSGTRUCTIONAL MATERIALS	0100	2600000	4300001	061	667.51

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
1/7/2025	0000012593	0000000491	PANERA BREAD COMPANY	REFRESHMENTS	0100	0000000	5800010	024	1,000.00
1/8/2025	0000012596	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	554.72
1/8/2025	0000012599	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	872.52
1/8/2025	0000012600	0000001055	TIER ONE MECHANICAL, INC	CONTRACTED SERVICES	0100	8150000	5600005	070	1,292.50
1/8/2025	0000012601	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	1,113.45
1/8/2025	0000012602	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	487.48
1/8/2025	0000012603	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	719.02
1/8/2025	0000012604	004797	KOMPAN, INC.	MAINTENANCE MATEIRALS	0100	8150000	4300007	070	19,154.30
1/8/2025	0000012605	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	1,140.02
1/9/2025	0000012606	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	602.70
1/9/2025	0000012607	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	197.25
1/9/2025	0000012608	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	6547000	5800000	054	30.00
1/9/2025	0000012609	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	419.76
1/9/2025	0000012610	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	451.41
1/9/2025	0000012611	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	8.61
1/9/2025	0000012611	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	699.06
1/9/2025	0000012612	000273	SCHOLASTIC, INC	INSTRUCTIONAL MATERIALS	0100	3182000	5800006	012	1,000.00
1/9/2025	0000012613	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	231.34
1/9/2025	0000012614	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	84.84
1/9/2025	0000012615	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	496.77
1/10/2025	0000012616	0000000491	PANERA BREAD COMPANY	REFRESHMENTS	0100	0000000	4300015	025	500.00
1/10/2025	0000012617	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	408.33
1/10/2025	0000012618	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	299.94
1/10/2025	0000012619	004701	TUCOR INC	CONTRACTED SERVICES	0100	8150000	5600005	068	290.00
1/10/2025	0000012620	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	165.18
1/10/2025	0000012621	0000001185	CURTIS ALAN BOGERT	CONTRACTED SERVICES	0100	0982000	5600005	074	50.00
1/10/2025	0000012622	001093	KONE INC	CONTRATED SERVICES	0100	8150000	5600005	070	894.99
1/10/2025	0000012623	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	653.97
1/10/2025	0000012624	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	33.32
1/10/2025	0000012625	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	012	364.40
1/10/2025	0000012626	000409	SAN DIEGO UNION-TRIBUNE	CONTRACTED SERVICES	0100	0000000	5800007	063	3,000.00
1/13/2025	0000012628	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	025	279.17
1/13/2025	0000012629	003377	SOUTHWEST SCHOOL & OFFICE	OFFICE SUPPLIES	0100	0000000	4300001	018	63.13
1/13/2025	0000012630	004678	AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	1,135.71
1/13/2025	0000012631	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	012	334.26

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
1/13/2025	0000012632	003377	SOUTHWEST SCHOOL & OFFICE	OFFICE SUPPLIES	0100	0000000	4300001	012	767.61
1/14/2025	0000012633	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500000	4300001	054	59.25
1/14/2025	0000012634	004792	FUN AND FUNCTION, LLC	INSTRUCTIONAL MATEIRALS	0100	0490000	4300001	054	1,561.84
1/14/2025	0000012635	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500000	4300001	054	32.50
1/14/2025	0000012636	000000719	WEST COAST FIRE	CONTRACTED SERVICES	0100	8150000	5600005	070	925.12
1/14/2025	0000012637	004822	CALIFORNIA FINANCIAL SERVICES	PROFESSIONAL SERVICES	0100	0000000	5800000	071	3,000.00
1/14/2025	0000012638	004917	TEACHER SYNERGY LLC	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	159.98
1/14/2025	0000012639	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	9010056	4300000	054	1,925.42
1/14/2025	0000012640	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	020	2,087.33
1/15/2025	0000012641	0000001027	BRIGHVIEW LANDSCAPE SERVICES	CONTRACTED SERVICES	0100	8150000	5600005	068	2,712.49
1/15/2025	0000012642	003934	ANYTIME SIGN SOLUTION, INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	2,693.75
1/15/2025	0000012643	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0982000	4300011	074	395.05
1/15/2025	0000012644	0000001184	ABM INDUSTRY GROUPS, LLC	PROFESSIONAL SERVICES	0100	8150000	5600006	070	187,196.08
1/15/2025	0000012645	002771	SMART & FINAL	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	022	200.00
1/15/2025	0000012646	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0300020	4300000	020	103.35
1/17/2025	0000012647	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	8150000	4300011	070	386.51
1/17/2025	0000012648	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	6500000	4300011	054	191.58
1/17/2025	0000012649	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	9010056	4300002	054	1,047.54
1/21/2025	0000012650	001793	CABE	<b>REGISTRATION FEES</b>	0100	4203000	5200003	061	6,655.00
1/21/2025	0000012651	000000653	CSEA	<b>REGISTRATION FEES</b>	0100	7311000	5200003	061	1,014.00
1/21/2025	0000012652	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	024	2,454.55
1/21/2025	0000012653	0000001186	JOANNA VAZQUEZ	CONTRACTED SERVICES	0100	6500000	5800155	054	3,000.00
1/22/2025	0000012654	00069A	CITY TREASURER	CONTRACTED SERVICES	0100	8150000	5600005	070	1,000.00
1/22/2025	0000012655	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	271.34
1/22/2025	0000012656	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	1,054.41
1/23/2025	0000012658	004185	B&H PHOTO,VIDEO	TECHNOLOGY EQUIPMENT	0100	0000000	4400000	067	6,432.65
1/23/2025	0000012659	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY MATERIALS	0100	0000000	4300002	067	707.92
1/23/2025	0000012660	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	025	2,512.95
1/23/2025	0000012661	003311	SAN DIEGO COUNTY SUPERINTENDEN	<b>REGISTRATION FEES</b>	0100	4035000	5200003	061	100.00
1/23/2025	0000012662	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	5600005	074	4,949.10
1/23/2025	0000012663	001161	HOME DEPOT	MAINTENANCE MATERIALS	0100	8150000	4300007	070	977.68
1/24/2025	0000012664	003311	SAN DIEGO COUNTY SUPERINTENDEN	<b>REGISTRATION FEES</b>	0100	8150000	5200003	070	100.00
1/24/2025	0000012665	000001055	TIER ONE MECHANICAL, INC	CONTRACTED SERVICES	0100	8150000	5600005	070	2,393.06
1/24/2025	0000012666	000579	DEPARTMENT OF INDUSTRIAL	CONTRACTED SERVICES	0100	8150000	5600005	070	375.00
1/24/2025	0000012667	001425	STATE WATER RESOURCES	ANNUAL PERMIT	0100	8150000	5600005	070	1,701.00

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
1/24/2025	0000012668	003649	SAN DIEGO COUNTY VECTOR	CONTRACTED SERVICES	0100	8150000	5600005	070	150.64
1/24/2025	0000012669	0000001019	BAY CITY ELECTRIC WORKS	CONTRACTED SERVICES	0100	8150000	5600005	070	1,370.00
1/25/2025	0000012670	004678	AMAZON CAPITAL SERVICES	MEDICAL SUPPLIES	0100	0000000	4300000	010	589.81
1/27/2025	0000012671	000000854	SUN DIEGO CHARTER	CONTRACTED SERVICES	0100	0980011	5800017	025	1,768.00
1/27/2025	0000012672	004726	AUTO UPHOLSTERY MASTERS	CONTRACTED SERVICES	0100	0982000	5600005	074	2,425.30
1/27/2025	0000012673	002339	FOLLETT SOFTWARE COMPANY	LIBRARY MATERIALS	0100	0000000	4300001	012	262.89
1/27/2025	0000012674	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300000	061	549.88
1/27/2025	0000012675	000000486	4IMPRINT, INC.	INSTRUCTIONAL MATERIALS	0100	0000000	4300000	061	468.44
1/27/2025	0000012676	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	025	556.50
1/28/2025	0000012677	004678	AMAZON CAPITAL SERVICES	OFFICE MATERIALS	0100	1100000	4300001	080	2,408.74
1/28/2025	0000012678	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	063	14,744.60
1/28/2025	0000012678	004309	BEST BEST & KRIEGER LLP	LEGAL SERVICES	0100	0000000	5800002	071	1,080.90
1/28/2025	0000012679	002187	APPLE INC	INSTRUCTIONAL MATERIALS	0100	9010056	4300002	054	14,124.40
1/28/2025	0000012680	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	207.90
1/28/2025	0000012681	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	306.12
1/29/2025	0000012685	002772	SCHOLASTIC BOOK FAIR	INSTRUCTIONAL SUPPLIES	0100	0300118	4300001	018	2,687.82
1/29/2025	0000012687	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	018	222.76
1/30/2025	0000012688	0000001074	TERRAVERDE ENERGY LLC	PROFESSIONAL SERVICES	0100	8150000	5600006	070	42,840.00
1/30/2025	0000012690	004678	AMAZON CAPITAL SERVICES	MAINTENANCE EQUIPMENT	0100	8150000	4400000	070	3,232.49
							Total for	0100	473,278.96
1/2/2025	0000012563	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	1200	5210000	4300001	076	470.12
1/28/2025	0000012682	000146	LAKESHORE	INSTRUCTIONAL MATERIALS	1200	5210000	4400000	076	869.97
1/28/2025	0000012683	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	1200	0300120	4300001	076	410.53
1/28/2025	0000012684	000146	LAKESHORE	INSTRUCTIONAL MATERIALS	1200	5210000	4300001	076	3,188.56
1/29/2025	0000012686	0000001188	UCSD	PROFESSIONAL SERVICES	1200	6105000	4300001	076	2,593.50
1/30/2025	0000012689	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	1200	6105000	4300001	076	985.12
							Total for	1200	8,517.80
1/13/2025	0000012627	0000000936	LUNCHASSIST, INC.	CONTRACTED SERVICES	1300	7032000	5800010	085	3,765.00
1/23/2025	0000012657	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	4300011	085	774.14
								4000	4 500 44

Total for 1300 4,539.14

PURCHASE ORDER REPORT (01/01/25 - 01/31/25)

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PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
1/8/2025	0000012597	0000001149	C BELOW, INC.	PROFFESIONAL SERVICES	2133	9010305	6200040	311	10,760.00
1/8/2025	0000012598	0000001063	SWS ENGINEERING, INC	PROFESSIONAL SERVICES	2133	9010327	6170000	318	7,870.00
							Total for	2133	18,630.00
1/7/2025	0000012580	000762	SOUTH BAY FENCE, INC.	PROFESSIONAL SERVICES	2139	9010312	6200076	320	8,745.00
1/7/2025	0000012583	0000001143	GAFCON PM-CM LLC	PROFESSIONAL SERVICES	2139	9010305	6200076	311	54,800.00
1/8/2025	0000012594	000000925	PRESTIGE WINDOW SOLUTIONS	PROFESSIONAL SERVICES	2139	9010312	6200070	399	83,505.00
							Total for	2139	147,050.00
1/8/2025	0000012595	000762	SOUTH BAY FENCE, INC.	PROFESSIONAL SERVICES	2518	9010501	6200076	324	23,780.00
							Total for	2518	23,780.00
							Grand	Total	675,795.90

TO:	Governing Board	<b>BOARD MEETING DATE:</b> February 6, 2	.025
VIA:	Gina A. Potter, Ed.D. Superintendent	<b>FROM:</b> Business Services Marilyn Adrianzen, Chief Business Official	☐ Informational ☐ Action

#### AGENDA ITEM: EXPENDITURE REPORTS

#### **BACKGROUND INFORMATION:**

The District is required to pay for goods and services it uses to conduct the educational and support programs. Prior to payment, supporting documents such as contracts with the appropriate approvals and proof of receipt for the goods or services are collected. Invoices to be paid are submitted to the Business Services Department for payment processing. Warrants are printed at the San Diego County Office of Education and then returned to the Business Services Department for signature.

The following are expenditures incurred by the District:

#### December 2024

Checks #14-230251 to #14-238690

- General Fund \$1,659,196.03
  - Child Development Fund \$6,688.95
  - Child Nutrition Fund \$147,274.87
  - Building Fund Prop \$674,331.38
  - Capital Facilities Fund \$5,303.30

Total Expenditures: \$2,492,794.53

January 2025							
Checks	Checks #14-240462 to #14-251074						
•	General Fund - \$1,515,490.62 Child Development Fund - \$29,943.46						
٠	Child Nutrition Fund - \$138,848.46						
•	Building Fund Prop \$\$2,031,112,58						

• Building Fund Prop - \$ \$2,031,112.58

Total Expenditures: \$3,715,395.12

### **RECOMMENDATION:**

Approve/Ratify the expenditures incurred by the District during the months of December 2024 and January 2025.

LCAP GOAL AND	ACTION/SERVICE (please indicate):	
□ Renewal   ⊠ New Financial Implications? Yes   □ No	□ Amendment	Requisition #
\$6,208,189.65 (Amount)	Various (see above) (Name of funding source and/or location)	
Recommended for:	Approval Denial Certification Requested	]Yes 🗌 No
		145.2

# EXPENDITURE REPORT

DECEMBER 2024

·						
Warrant ID	Payee	Date	Wa	rrant Amount	Fund	Description
14230251	WEX BANK	12/2/2024	\$	5,569.58	0100	CONTRACTED SERVICES
14230252	MICHAEL FERGUSON	12/2/2024	\$	14,400.00	0100	PROFESSIONAL SERVICES
14230253	WAXIE SANITARY SUPPLY	12/2/2024	\$	18,884.67	0100	CUSTODIAL SUPPLIES
14231652	P.I.P.S.	12/5/2024	\$	15,000.00	0100	CONTRACTED SERVICES
14231653	VECTOR USA	12/5/2024	\$	8,097.23	0100	PROFESSIONAL SERVICES
14231655	WINET PATRICK GAYER CREIGHTON	12/5/2024	\$	644.50	0100	LEGAL SERVICES
14231656	ANIXTER INC.	12/5/2024	\$	174.63	0100	MAINTENANCE SUPPLIES
14231657	CAL PACIFIC TRUCK CENTER ,LLC	12/5/2024	\$	15,143.56	0100	CONTRACTED SERVICES
14231658	SUN DIEGO CHARTER	12/5/2024	\$	3,744.00	0100	CONTRACTED SERVICES
14231659	TANYA KELLER	12/5/2024	\$	6,161.25	0100	PROFESSIONAL SERVICES
14231660	T-MOBILE	12/5/2024	\$	3,151.24	0100	CONTRACTED SERVICES
14231661	THE BIRCH AGENCY INC	12/5/2024	\$	11,960.00	0100	PROFESSIONAL SERVICES
14231662	BRIGHVIEW LANDSCAPE SERVICES	12/5/2024	\$	22,722.00	0100	CONTRACTED SERVICES
14231664	ON SITE DRAPERY CLEANERS	12/5/2024	\$	3,759.56	0100	CONTRACTED SERVICES
14231665	RO HEALTH LLC	12/5/2024	\$	5,791.80	0100	PROFESSIONAL SERVICES
14231666	QUENCH USA, INC	12/5/2024	\$	60.00	0100	CONTRACTED SERVICES
14231668	CITY TREASURER	12/5/2024	\$	612.00	0100	CONTRACTED SERVICES
14231669	KONE INC	12/5/2024	\$	12,055.98	0100	CONTRACTED SERVICES
14231670	BUS WEST	12/5/2024	\$	479.74	0100	TRANSPORTATION SUPPLIES
14231671	REPUBLIC SERVICES	12/5/2024	\$	30,816.31	0100	UTILITIES
14231672	<b>RCP BLOCK &amp; BRICK</b>	12/5/2024	\$	898.30	0100	GROUNDS SUPPLIES
14231673	CALIFORNIA ELECTRIC SUPPLY	12/5/2024	\$	9,549.75	0100	MAINTENANCE SUPPLIES
14231674	SMART & FINAL	12/5/2024	\$	128.10	0100	REFRESHMENTS
14231675	PARENT INSTITUTE FOR QUALITY	12/5/2024	\$	29,000.00	0100	CONTRACTED SERVICES
14231676	ACE COOLERS INC	12/5/2024	\$	4,265.41	0100	CONTRACTED SERVICES
14231677	SPARKLETTS	12/5/2024	\$	1,040.26	0100	CONTRACTED SERVICES
14233392	<b>)RODATA RECORDS MANAGEMENT, IN</b>	12/9/2024	\$	305.31	0100	CONTRACTED SERVICES
14233393	VECTOR USA	12/9/2024	\$	26,999.99	0100	TECHNOLOGY LICENSING
14233394	CATALINA JAUREGUI	12/9/2024	\$	28.74	0100	MILEAGE
14233395	MY PT SAN DIEGO	12/9/2024	\$	9,713.15	0100	PROFESSIONAL SERVICES
14233396	CLAUDIO ZUAZO	12/9/2024	\$	150.33	0100	MILEAGE
14233397	MARK KIRCHER	12/9/2024	\$	29.41	0100	MILEAGE
14233398	NYHART	12/9/2024	\$	8,000.00	0100	PROFESSIONAL SERVICES

		24-12/31/2024				
Warrant ID	Payee	Date	Wa	rrant Amount	Fund	Description
14233400	PARKHOUSE TIRE INC	12/9/2024	\$	1,166.78	0100	TRANSPORTATION SUPPLIES
14233401	EDTHEORY LLC	12/9/2024	\$	14,240.00	0100	PROFESSIONAL SERVICES
14233402	SUN DIEGO CHARTER	12/9/2024	\$	1,560.00	0100	CONTRACTED SERVICES
14233403	EMILY N STEWART CONSULTING	12/9/2024	\$	15,000.00	0100	CONTRACTED SERVICES
14233404	SMASH MY TRASH	12/9/2024	\$	500.00	0100	CONTRACTED SERVICES
14233405	KYO AUTISM THERAPY, LLC	12/9/2024	\$	62,920.12	0100	PROFESSIONAL SERVICES
14233406	SUPERSONIC DETAILING INC	12/9/2024	\$	377.00	0100	CONTRACTED SERVICES
14233407	GREGORY SHERMAN	12/9/2024	\$	761.34	0100	REIMBURSEMENT
14233408	SUNBELT STAFFING	12/9/2024	\$	22,241.13	0100	PROFESSIONAL SERVICES
14233409	DIXIELINE LUMBER CO	12/9/2024	\$	32.29	0100	MAINTENANCE SUPPLIES
14233410	SAN YSIDRO SCHOOL DISTRICT	12/9/2024	\$	1,416.06	0100	PETTYCASH REPLENISH
14233411	SCHOLASTIC , INC	12/9/2024	\$	1,071.09	0100	INSTRUCTIONAL MATERIALS
14233412	GRAINGER	12/9/2024	\$	627.96	0100	MAINTENANCE SUPPLIES
14233414	EWING IRRIGATION	12/9/2024	\$	1,368.78	0100	GROUNDS SUPPLIES
14233415	ATKINSON, ANDELSON, LOYA, RUUD	12/9/2024	\$	16,128.01	0100	LEGAL FEES
14233416	WILLYS ELECTRONIC SUPPLY CO.	12/9/2024	\$	644.33	0100	MAINTENANCE SUPPLIES
14233417	AT&T	12/9/2024	\$	8,026.05	0100	UTILITIES
14233418	VALLEY INDUSTRIAL SPECIALTIES	12/9/2024	\$	411.73	0100	MAINTENANCE SUPPLIES
14233419	IMAGINE LEARNING INC	12/9/2024	\$	30,695.00	0100	CONTRACTED SERVICES
14233420	PROCARE THERAPY	12/9/2024	\$	40,846.74	0100	PROFESSIONAL SERVICES
14233421	SOUTH BAY COMMUNITY SERVICES	12/9/2024	\$	83,600.00	0100	PROFESSIONAL SERVICES
14234994	P.I.P.S.	12/12/2024	\$	85 <i>,</i> 633.83	0100	PROFESSIONAL SERVICES
14234996	DENISE VILLEZCAS	12/12/2024	\$	140.76	0100	REIMBURSEMENT
14234997	AMERGIS HEALTHCARE STAFFING	12/12/2024	\$	145,361.50	0100	PROFESSIONAL SERVICES
14234998	OSCAR MADERA	12/12/2024	\$	420.39	0100	REIMBURSEMENT
14234999	DANNIS WOLIVER KELLEY	12/12/2024	\$	19,410.33	0100	LEGAL SERVICES
14235000	DOLLARDAYS INTERNATIONAL, INC.	12/12/2024	\$	2,521.35	0100	OFFICE MATERIALS
14235001	AMBER ELLIOTT	12/12/2024	\$	114.17	0100	MILEAGE
14235002	WALSH & ASSOCIATES, APC	12/12/2024	\$	986.00	0100	LEGAL SERVICES
14235003	BRIGHTLY SOFTWARE INC	12/12/2024	\$	6 <i>,</i> 599.67	0100	MAINTENANCEAGREEMENT
14235004	EMUSIC THERAPY CENTER OF CALIFOR	12/12/2024	\$	1,320.00	0100	PROFESSIONAL SERVICES
14235005	CLUB XCITE	12/12/2024	\$	945.00	0100	PROFESSIONAL SERVICES
14235006	MEGAN STONE DO, INC.	12/12/2024	\$	500.00	0100	PROFESSIONAL SERVICES

i	12/1/2024-12/51/2024							
Warrant ID	Payee	Date	Wa	rrant Amount	Fund	Description		
14235007	THE BIRCH AGENCY INC	12/12/2024	\$	11,362.00	0100	PROFESSIONAL SERVICES		
14235009	SIGNA DIGITAL SOLUTIONS, INC	12/12/2024	\$	11,243.11	0100	CONTRACTED SERVICES		
14235010	HOME DEPOT	12/12/2024	\$	2,584.07	0100	MAINTENANCE SUPPLIES		
14235011	A-Z BUS SALES, INC.	12/12/2024	\$	1,014.46	0100	CONTRACTED SERVICES		
14235012	NAPA AUTO PARTS	12/12/2024	\$	278.30	0100	TRANSPORTATION SUPPLIES		
14235013	APPLE INC	12/12/2024	\$	2,160.85	0100	TECHNOLOGY EQUIPMENT		
14235014	BENCHMARK EDUCATION COMPANY	12/12/2024	\$	3,709.13	0100	INTRUCTIONAL MATERIALS		
14235015	CALIFORNIA ELECTRIC SUPPLY	12/12/2024	\$	866.83	0100	MAINTENANCE SUPPLIES		
14235016	YMCA OF SAN DIEGO COUNTY	12/12/2024	\$	209,963.58	0100	CONTRACTED SERVICES		
14235017	PARENT INSTITUTE FOR QUALITY	12/12/2024	\$	14,500.00	0100	CONTRACTED SERVICES		
14235018	<b>BEST BEST &amp; KRIEGER LLP</b>	12/12/2024	\$	29,663.40	0100	LEGAL SERVICES		
14235019	AMAZON CAPITAL SERVICES	12/12/2024	\$	7,262.36	0100	CLASSROOM MATERIALS		
14235021	FLYERS ENERGY	12/12/2024	\$	3,971.48	0100	TRANSPORTATION DIESEL		
14235022	STOTZ EQUIPMENT	12/12/2024	\$	715.53	0100	GROUNDS SUPPLIES		
14236892	CAL PACIFIC TRUCK CENTER ,LLC	12/16/2024	\$	3,124.50	0100	CONTRACTED SERVICES		
14236893	THE STEPPING STONE GROUP	12/16/2024	\$	29,490.93	0100	PROFESSIONAL SERVICES		
14236894	BUILDING RESOURCES	12/16/2024	\$	129,454.42	0100	CONTRACTED SERVICES		
14236895	OPTUM FINANCIAL, INC	12/16/2024	\$	289.95	0100	PROFESSIONAL SERVICES		
14236896	CANON FINANCIAL SERVICES, INC	12/16/2024	\$	7,112.97	0100	CONTRACTED SERVICES		
14236898	SARDINA EDUCATIONAL CONSULTING	12/16/2024	\$	665.00	0100	PROFESSIONAL SERVICES		
14236899	ARTREACH	12/16/2024	\$	2,000.00	0100	CONTRACTED SERVICES		
14236900	PROJECT WAYFINDER, INC.	12/16/2024	\$	13,118.00	0100	CONTRACTED SERVICES		
14236902	CALIFORNIA DEPT. OF JUSTICE	12/16/2024	\$	196.00	0100	CONTRACTED SERVICES		
14236903	<b>RCP BLOCK &amp; BRICK</b>	12/16/2024	\$	628.28	0100	GROUNDS SUPPLIES		
14236905	ACSA	12/16/2024	\$	671.93	0100	CONTRACTED SERVICES		
14236908	AMAZON CAPITAL SERVICES	12/16/2024	\$	74.29	0100	OFFICE SUPPLIES		
14238663	VECTOR USA	12/19/2024	\$	8,097.24	0100	PROFESSIONAL SERVICES		
14238664	TODD LEWIS	12/19/2024	\$	460.85	0100	REIMBURSEMENT		
14238665	PANERA BREAD COMPANY	12/19/2024	\$	1,023.75	0100	REFRESHMENTS		
14238667	OTAY COMMUNICATIONS LLC	12/19/2024	\$	1,530.87	0100	CONTRACTED SERVICES		
14238668	ANIXTER INC.	12/19/2024	\$	484.16	0100	MAINTENANCE SUPPLIES		
14238670	DALE SCOTT & COMPANY, INC.	12/19/2024	\$	15,366.21	0100	PROFESSIONAL SERVICES		
14238671	DANIEL CAMBEROS	12/19/2024	\$	32.16	0100	REIMBURSEMENT		

		-	-	24 12/31/2024		
Warrant ID	Payee	Date	a, a.	arrant Amount	Fund	Description
14238672	EDTHEORY LLC	12/19/2024	\$	40,782.90	0100	PROFESSIONAL SERVICES
14238673	THE SPEECH PATHOLOGY GROUP, INC	12/19/2024	\$	42,295.66	0100	PROFESSIONAL SERVICES
14238674	JACQUES PAVING, INC	12/19/2024	\$	9,480.50	0100	CONTRACTED SERVICES
14238676	RO HEALTH LLC	12/19/2024	\$	2,087.40	0100	PROFESSIONAL SERVICES
14238677	TANIA ALTAMIRANO	12/19/2024	\$	656.60	0100	MILEAGE
14238681	SAN DIEGO GAS & ELECTRIC	12/19/2024	\$	2,006.65	0100	UTILITIES
14238682	GRAINGER	12/19/2024	\$	424.56	0100	MAINTENANCE SUPPLIES
14238683	COUNTY OF SAN DIEGO	12/19/2024	\$	190,000.00	0100	CONTRACTED SERVICES
14238684	FEDEX	12/19/2024	\$	55.74	0100	CONTRACTED SERVICES
14238685	SAN DIEGO COUNTY SUPERINTENDEN	12/19/2024	\$	140.00	0100	<b>REGISTRATION FEES</b>
14238686	SOUTHWEST SCHOOL & OFFICE	12/19/2024	\$	3,380.21	0100	INSTRUCTIONAL SUPPLIES
14238687	ACE COOLERS INC	12/19/2024	\$	2,016.62	0100	CONTRACTED SERVICES
14238688	SAN YSIDRO SCHOOL DISTRICT	12/19/2024	\$	15,363.95	0100	PCARD REPLENISH
14238689	PRO POWER	12/19/2024	\$	464.42	0100	GROUNDS SUPPLIES
Total Fund 01	L		\$	1,659,196.03		
14230253	WAXIE SANITARY SUPPLY	12/2/2024	\$	2,536.35	1200	CUSTODIAL SUPPLIES
14231667	LAKESHORE	12/5/2024	\$	168.15	1200	INSTRUCTIONAL MATERIALS
14233413	SAFEWAY INCVONS DIVISION	12/9/2024	\$	74.45	1200	REFRESHMENTS
14235008	/ CHILDHOOD ASSESSMENT PROFESSIC	12/12/2024	\$	3,910.00	1200	PROFESSIONAL SERVICES
Total Fund 12	2		\$	6,688.95		
14231674	SMART & FINAL	12/5/2024	\$	115.51	1300	CAFETERIA REFRESHMENTS
14236888	SELECTA INTERNATIONAL	12/16/2024	\$	722.06	1300	CAFETERIA FOODS
14236889	GOLD STAR FOODS	12/16/2024	\$	75,374.67	1300	CAFETERIA FOODS
14236890	PANERA BREAD COMPANY	12/16/2024	\$	8,776.41	1300	CATERING REFRESHMENTS
14236891	INDUSTRIAL ELECTRIC	12/16/2024	\$	244.50	1300	CONTRACTED SERVICES
14236901	HOLLANDIA DAIRY INC.	12/16/2024	\$	25,204.38	1300	CAFETERIA FOODS
14236904	LLOYD PEST CONTROL CO.	12/16/2024	\$	273.00	1300	CONTRACTED SERVICES
14236906	CALIFORNIA DEPARTMENT OF	12/16/2024	\$	1,741.35	1300	CONTRACTED SERVICES
14236907	AMERICAN PRODUCE DISTRIBUTORS	12/16/2024	\$	10,766.83	1300	CAFETERIA FOODS
14238666	HEARTLAND SCHOOL SOLUTIONS	12/19/2024	\$	5 <i>,</i> 898.75	1300	CONTRACTED SERVICES
14238669	SYSCO SAN DIEGO INC.	12/19/2024	\$	12,624.00	1300	CAFETERIA FOODS
14238678	MELBA EMAZON	12/19/2024	\$	149.69	1300	REIMBURSEMENT
14238679	ANA DEL REAL	12/19/2024	\$	89.55	1300	REIMBURSEMENT

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Warrant ID	Payee	Date	Wa	arrant Amount	Fund	Description
14238680	YESENIA CHARLES	12/19/2024	\$	235.27	1300	REIMBURSEMENT
14238690	DOMINOS PIZZA	12/19/2024	\$	5 <i>,</i> 058.90	1300	CAFETERIA FOODS
Total Fund 13			\$	147,274.87		
14231663	DE LA FUENTE CONSTRUCTION, INC.	12/5/2024	\$	122,891.23	2133	CONTRACTED SERVICES
14233399	CONAN CONSTRUCTION, INC	12/9/2024	\$	476,602.65	2133	PROFESSIONAL SERVICES
14234995	COLBI TECHNOLOGIES, INC	12/12/2024	\$	37,537.50	2133	CONTRACTED SERVICES
14236897	VITAL INSPECTION SERVICES INC.	12/16/2024	\$	10,450.00	2133	PROFESSIONAL SERVICES
14238675	GAFCON PM-CM LLC	12/19/2024	\$	26,850.00	2133	CONTRACTED SERVICES
Total Fund 21			\$	674,331.38		
14231654	NINYO & MOORE	12/5/2024	\$	5,303.30	2518	PROFESSIONAL SERVICES
Total Fund 25			\$	5,303.30		
Grand total			\$	2,492,794.53		

# EXPENDITURE REPORT

JANUARY 2025

·	1	./1/2025-1/31	/2023		
Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14240463	WINET PATRICK GAYER CREIGHTON	1/6/2025	209.00	0100	LEGAL SERVICES
14240464	CAPITOL ADVISORS GROUP, LLC	1/6/2025	2000.00	0100	PRFESSIONAL SERVICES
14240465	ANIXTER INC.	1/6/2025	562.46	0100	MAINTENANCE SUPPLIES
14240466	WEX BANK	1/6/2025	3275.81	0100	CONTRACTED SERVICES
14240467	ACADEMIC SUPPLIER	1/6/2025	653.93	0100	OFFICE EQUIPMENT
14240468	EMILY N STEWART CONSULTING	1/6/2025	6000.00	0100	CONTRACTED SERVICES
14240469	KYO AUTISM THERAPY, LLC	1/6/2025	58801.28	0100	PROFESSIONAL SERVICES
14240471	MICHAEL FERGUSON	1/6/2025	9600.00	0100	PROFESSIONAL SERVICES
14240472	CONNECT4KIDS PSYCHOLOGICAL SERVICES INC	1/6/2025	925.00	0100	PROFESSIONAL SERVICES
14240474	MAIREN RUIZ	1/6/2025	64.00	0100	REIMBURSEMENT
14240476	MIGUEL AGUILERA	1/6/2025	200.00	0100	REIMBURSEMENT
14240477	SAN DIEGO GAS & ELECTRIC	1/6/2025	89939.46	0100	UTILITIES
14240478	CITY TREASURER	1/6/2025	19401.21	0100	UTILITIES
14240479	SAN YSIDRO SCHOOL DISTRICT	1/6/2025	19003.72	0100	REVOLVING CASH REPLENISH
14240480	WAXIE SANITARY SUPPLY	1/6/2025	4416.88	0100	CUSTOIDAL - SUNSET
14240481	HAWTHORNE MACHINERY	1/6/2025	4886.57	0100	CONTRACTED SERVICES
14240482	SCHOOL SERVICES OF CALIFORNIA	1/6/2025	975.00	0100	<b>REGISTRATION FEES</b>
14240483	THE INSTITUTE FOR EFFECTIVE	1/6/2025	36995.33	0100	PROFESSIONAL SERVICES
14240484	CITY TREASURER	1/6/2025	689.00	0100	CONTRACTED SERVICES
14240485	<b>REFRIGERATION SUPPLIES</b>	1/6/2025	85.80	0100	MAINTENANCE SUPPLIES
14240486	I B TROPHIES & AWARDS	1/6/2025	1451.03	0100	OFFICE MATERIALS
14240487	VALLEY INDUSTRIAL SPECIALTIES	1/6/2025	763.93	0100	MAINTENANCE SUPPLIES
14240489	PRO POWER	1/6/2025	502.77	0100	<b>GROUNDS SUPPLIES</b>
14240490	TRANE U.S. INC	1/6/2025	3143.39	0100	MAINTENANCE SUPPLIES
14240491	SIR SPEEDY PRINTING 02890	1/6/2025	107.76	0100	OFFICE MATERIALS
14240492	SPARKLETTS	1/6/2025	992.28	0100	CONTRACTED SERVICES
14240493	XEROX CORPORATION	1/6/2025	4416.11	0100	CONTRACTED SERVICES
14242198	BMR HEALTH SERVICES, INC	1/9/2025	43200.00	0100	PROFESSIONAL SERVICES
14242200	DAILY JOURNAL CORPORATION	1/9/2025	131.40	0100	CONTRACTED SERVICES
14242201	ANIXTER INC.	1/9/2025	320.45	0100	MAINTENANCE SUPPLIES
14242202	THE STEPPING STONE GROUP	1/9/2025	82418.01	0100	PROFESSIONAL SERVICES

	1/1/2025-1/31/2025						
Warrant ID	Payee	Date	Warrant Amount	Fund	Description		
14242203	DATA RECOGNITION CORPORATION	1/9/2025	587.45	0100	INSTRUCTIONAL MATERIALS		
14242204	MYBINDING LLC	1/9/2025	239.64	0100	OFFICE SUPPLIES		
14242205	T-MOBILE	1/9/2025	3165.40	0100	CONTRACTED SERVICES		
14242206	CALIFORNIANS DEDICATED TO EDUCATION	1/9/2025	395.00	0100	<b>REGISTRATION FEES</b>		
14242207	SNAPWIZ, INC	1/9/2025	750.00	0100	CONTRACTED SERVICES		
14242208	NATIONAL CITY TROPHY	1/9/2025	1674.75	0100	OFFICE SUPPLIES		
14242209	REBECCA BRAVO	1/9/2025	115.42	0100	REIMBURSEMENT		
14242210	SIGNA DIGITAL SOLUTIONS, INC	1/9/2025	16656.26	0100	CONTRACTED SERVICES		
14242211	GREGORY SHERMAN	1/9/2025	607.79	0100	REIMBURSEMENT		
14242214	GUARDIAN HELMETS	1/9/2025	161.44	0100	INSTRUCTIONAL MATERIALS		
14242215	STANDARD ELECTRONICS	1/9/2025	918.84	0100	CONTRACTED SERVICES		
14242216	GRAINGER	1/9/2025	748.15	0100	MAINTENANCE SUPPLIES		
14242217	<b>REPUBLIC SERVICES</b>	1/9/2025	34954.32	0100	UTILITIES		
14242218	A-Z BUS SALES, INC.	1/9/2025	1902.85	0100	CONTRACTED SERVICES		
14242219	SMART & FINAL	1/9/2025	644.56	0100	REFRESHMENTS		
14242220	PEARSON	1/9/2025	1794.36	0100	INSTRUCTIONAL MATERIALS		
14242221	SYLVIA LUGO	1/9/2025	65.13	0100	REIMBURSEMENT		
14242222	AMAZON CAPITAL SERVICES	1/9/2025	1296.22	0100	OFFICE SUPPLIES		
14242223	FLYERS ENERGY	1/9/2025	2314.16	0100	TRANSPORTATION DIESEL		
14243793	CORODATA RECORDS MANAGEMENT, INC.	1/13/2025	197.71	0100	CONTRACTED SERVICES		
14243794	VECTOR USA	1/13/2025	8097.23	0100	PROFESSIONAL SERVICES		
14243795	SUNBELT RENTALS, INC.	1/13/2025	1010.47	0100	CONTRACTED SERVICES		
14243796	NAUMANN HOBBS MATERIAL	1/13/2025	196.47	0100	CONTRACTED SERVICES		
14243797	ALLIANCE FOR AFRICAN ASSISTANCE	1/13/2025	1121.32	0100	PROFESSIONAL SERVICES		
14243798	GIMKIT, INC	1/13/2025	1000.00	0100	CONTRACTED SERVICES		
14243799	EDTHEORY LLC	1/13/2025	19248.54	0100	PROFESSIONAL SERVICES		
14243800	SUN DIEGO CHARTER	1/13/2025	1768.00	0100	CONTRACTED SERVICES		
14243801	THE MUSIC THERAPY CENTER OF CALIFORNIA	1/13/2025	990.00	0100	PROFESSIONAL SERVICES		
14243802	TANYA KELLER	1/13/2025	5426.50	0100	PROFESSIONAL SERVICES		
14243803	SUPERSONIC DETAILING INC	1/13/2025	319.00	0100	CONTRACTED SERVICES		
14243805	OPTIMIZON	1/13/2025	1250.00	0100	CONTRACTED SERVICES		

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·	1/1/2025-1/31/2025						
Warrant ID	Payee	Date	Warrant Amount	Fund	Description		
14243806	CYNTHIA M FRAZEE	1/13/2025	600.00	0100	PRIFESSIONAL SERVICES		
14243807	TIER ONE MECHANICAL, INC	1/13/2025	1550.00	0100	CONTRACTED SERVICES		
14243808	SUNBELT STAFFING	1/13/2025	18357.14	0100	PROFESSIONAL SERVICES		
14243809	QUENCH USA, INC	1/13/2025	60.00	0100	CONTRACTED SERVICES		
14243810	MERIT J RICHARDSON	1/13/2025	3202.59	0100	PROFESSIONAL SERVICES		
14243811	PURCOR PEST SOLUTIONS	1/13/2025	2217.00	0100	CONTRACTED SERVICES		
14243812	CURTIS ALAN BOGERT	1/13/2025	50.00	0100	CONTRACTED SERVICES		
14243813	WILKINSON HADLEY KING &	1/13/2025	13500.00	0100	PROFESSIONAL SERVICES		
14243815	DUNN-EDWARDS CORP.	1/13/2025	708.80	0100	MAINTENANCE SUPPLIES		
14243816	SAFEWAY INCVONS DIVISION	1/13/2025	221.47	0100	RESFRESHMENTS		
14243817	OFFICE DEPOT	1/13/2025	4567.09	0100	OFFICE MATERIALS		
14243818	CDW GOVERNMENT LLC	1/13/2025	1078.36	0100	TECHNOLOGY SUPPLIES		
14243819	KONE INC	1/13/2025	9724.01	0100	CONTRACTED SERVICES		
14243820	EWING IRRIGATION	1/13/2025	1190.21	0100	<b>GROUNDS SUPPLIES</b>		
14243821	WILLIAM V. MAC GILL & CO.	1/13/2025	394.08	0100	MEDICAL SUPPLIES		
14243822	VELOCITY TRUCK CENTERS	1/13/2025	5158.25	0100	CONTRACTED SERVICES		
14243823	YMCA OF SAN DIEGO COUNTY	1/13/2025	233203.71	0100	CONTRACTED SERVICES		
14243824	CORTES TOWING	1/13/2025	675.00	0100	CONTRACTED SERVICES		
14243825	MIRAMAR BOBCAT INC	1/13/2025	2020.73	0100	<b>GROUNDS SUPPLIES</b>		
14243826	PRINT TO MAIL DOCUMENT SYSTEM	1/13/2025	273.69	0100	OFFICE MATERIALS		
14243828	SAN YSIDRO SCHOOL DISTRICT	1/13/2025	3920.17	0100	CONTRACTED SERVICES		
14243829	TEAMTALK NETWORK	1/13/2025	437.58	0100	CONTRACTED SERVICES		
14243830	<b>R&amp;R CONTROLS INC</b>	1/13/2025	1110.00	0100	CONTRACTED SERVICES		
14243831	AMAZON CAPITAL SERVICES	1/13/2025	9111.45	0100	INSTRUCTIONAL MATERIALS		
14243834	<b>TUCOR INC</b>	1/13/2025	290.00	0100	CONTRACTED SERVICES		
14243835	SOUTH BAY COMMUNITY SERVICES	1/13/2025	96140.00	0100	PROFESSIONAL SERVICES		
14245068	CSM CONSULTING INC.	1/16/2025	1500.00	0100	CONTRACTED SERVICES		
14245070	AMERGIS HEALTHCARE STAFFING	1/16/2025	116733.50	0100	PROFESSIONAL SERVICES		
14245071	DANNIS WOLIVER KELLEY	1/16/2025	22553.50	0100	LEGAL SERVICES		
14245072	HORIZON DISTRIBUTORS	1/16/2025	356.00	0100	<b>GROUNDS SUPPLIES</b>		
14245073	CAPITOL ADVISORS GROUP, LLC	1/16/2025	2000.00	0100	PRFESSIONAL SERVICES		

1/1/2025-1/31/2025						
Warrant ID	Payee	Date	Warrant Amount	Fund	Description	
14245075	WEST COAST FIRE	1/16/2025	925.12	0100	CONTRACTED SERVICES	
14245077	THE SPEECH PATHOLOGY GROUP, INC	1/16/2025	48486.06	0100	PROFESSIONAL SERVICES	
14245078	SUN DIEGO CHARTER	1/16/2025	28080.00	0100	CONTRACTED SERVICES	
14245079	CLUB XCITE	1/16/2025	367.50	0100	PROFESSIONAL SERVICES	
14245081	THE BIRCH AGENCY INC	1/16/2025	8372.00	0100	PROFESSIONAL SERVICES	
14245083	CANON FINANCIAL SERVICES, INC	1/16/2025	7112.97	0100	CONTRACTED SERVICES	
14245088	RO HEALTH LLC	1/16/2025	6213.40	0100	PROFESSIONAL SERVICES	
14245089	PURCOR PEST SOLUTIONS	1/16/2025	1401.00	0100	CONTRACTED SERVICES	
14245091	SAN DIEGO UNION-TRIBUNE	1/16/2025	945.51	0100	CONTRACTED SERVICES	
14245093	HOME DEPOT	1/16/2025	2355.31	0100	MAINTENANCE SUPPLIES	
14245094	ATKINSON, ANDELSON, LOYA, RUUD	1/16/2025	19822.51	0100	LEGAL FEES	
14245096	AT&T	1/16/2025	8422.92	0100	UTILITIES	
14245097	SAN DIEGO COUNTY SUPERINTENDEN	1/16/2025	550.00	0100	REGISTRATON FEES	
14245098	ANYTIME SIGN SOLUTION, INC	1/16/2025	569.38	0100	OFFICE MATERIALS	
14245100	AMAZON CAPITAL SERVICES	1/16/2025	872.05	0100	INSTRUCTIONAL MATERIALS	
14245101	CALIFORNIA FINANCIAL SERVICES	1/16/2025	3000.00	0100	PROFESSIONAL SERVICES	
14245102	XEROX CORPORATION	1/16/2025	4445.45	0100	CONTRACTED SERVICES	
14246988	VECTOR USA	1/21/2025	7400.00	0100	CONTRACTED SERVICES	
14246989	PURCHASE POWER	1/21/2025	81.36	0100	CONTRACTED SERVICES	
14246991	CALIFORNIA ELECTRIC SUPPLY	1/21/2025	185.46	0100	MAINTENANCE SUPPLIES	
14246992	KYA SERVICES LLC	1/21/2025	42155.74	0100	PROFESSIONAL SERVICES	
14248271	OPTUM FINANCIAL, INC	1/23/2025	289.85	0100	PROFESSIONAL SERVICES	
14248272	JOANNA VAZQUEZ	1/23/2025	1470.00	0100	CONTRACTED SERVICES	
14248273	SAN DIEGO GAS & ELECTRIC	1/23/2025	111899.05	0100	UTILITIES	
14248274	CITY TREASURER	1/23/2025	306.00	0100	CONTRACTED SERVICES	
14248275	CALIFORNIA DEPT. OF JUSTICE	1/23/2025	147.00	0100	CONTRACTED SERVICES	
14248276	SAN YSIDRO SCHOOL DISTRICT	1/23/2025	17957.01	0100	PCARD REEPLENISH	
14248277	DOCUMENT TRACKING SERVICES,	1/23/2025	2750.00	0100	CONTRACTED SERVICES	
14248278	SPARKLETTS	1/23/2025	237.94	0100	CONTRACTED SERVICES	
14249463	VECTOR USA	1/27/2025	14979.76	0100	PROFESSIONAL SERVICES	
14249464	WESTERN PUMP INC.	1/27/2025	463.23	0100	CONTRACTED SERVICES	

Warrant IDPayeeDateWarrant Amount14249466IXL LEARNING INC.1/27/202513200.0014249467BAY CITY ELECTRIC WORKS1/27/20251370.0014249470DEPARTMENT OF INDUSTRIAL1/27/2025375.0014249471THE INSTITUTE FOR EFFECTIVE1/27/202534412.1014249472STATE WATER RESOURCES1/27/20251701.0014249473SAN DIEGO COUNTY VECTOR1/27/2025150.6414249474AMAZON CAPITAL SERVICES1/27/2025784.7714251054ELMY FLORES1/30/2025138.29	Fund           0100           0100           0100           0100           0100           0100           0100           0100           0100           0100           0100           0100           0100	Description INSTRUCTIONAL MATERIALS CONTRACTED SERVICES CONTRACTED SERVICES PROFESSIONAL SERVICES ANNUAL PERMIT CONTRACTED SERVICES INSTRUCTIONAL MATERIALS
14249467BAY CITY ELECTRIC WORKS1/27/20251370.0014249470DEPARTMENT OF INDUSTRIAL1/27/2025375.0014249471THE INSTITUTE FOR EFFECTIVE1/27/202534412.1014249472STATE WATER RESOURCES1/27/20251701.0014249473SAN DIEGO COUNTY VECTOR1/27/2025150.6414249474AMAZON CAPITAL SERVICES1/27/2025784.77	0100 0100 0100 0100 0100 0100 0100	CONTRACTED SERVICES CONTRACTED SERVICES PROFESSIONAL SERVICES ANNUAL PERMIT CONTRACTED SERVICES INSTRUCTIONAL MATERIALS
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14249471THE INSTITUTE FOR EFFECTIVE1/27/202534412.1014249472STATE WATER RESOURCES1/27/20251701.0014249473SAN DIEGO COUNTY VECTOR1/27/2025150.6414249474AMAZON CAPITAL SERVICES1/27/2025784.77	0100 0100 0100 0100 0100	PROFESSIONAL SERVICES ANNUAL PERMIT CONTRACTED SERVICES INSTRUCTIONAL MATERIALS
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14249474 AMAZON CAPITAL SERVICES 1/27/2025 784.77	0100 0100	INSTRUCTIONAL MATERIALS
	0100	
14251054 ELMY FLORES 1/30/2025 138.29		
		MILEAGE
14251055 CATALINA JAUREGUI 1/30/2025 33.16	0100	MILEAGE
14251056 AMBER SANCES 1/30/2025 142.71	0100	MILEAGE
14251057 RUDY LOPEZ 1/30/2025 407.29	0100	CONTRACTED SERVICES
14251058 WEX BANK 1/30/2025 3528.89	0100	CONTRACTED SERVICES
14251059 CAL PACIFIC TRUCK CENTER ,LLC 1/30/2025 6512.45	0100	CONTRACTED SERVICES
14251062 JOANNA VAZQUEZ 1/30/2025 150.00	0100	CONTRACTED SERVICES
14251063 KENIA PERAZA 1/30/2025 165.58	0100	PROFESSIONAL SERVICES
14251065 WAXIE SANITARY SUPPLY 1/30/2025 21409.44	0100	CUSTODIAL SUPPLIES
14251066 PARRON-HALL 1/30/2025 11119.81	0100	OFFICE MATERIALS
14251067 PATRICIA CARO 1/30/2025 25.84	0100	REIMBURSEMENT
14251068 FOLLETT SOFTWARE COMPANY 1/30/2025 263.22	0100	LIBRARY MATERIALS
14251069 SCHOLASTIC BOOK FAIR 1/30/2025 2687.82	0100	INSTRUCTIONAL SUPPLIES
14251071 AMAZON CAPITAL SERVICES 1/30/2025 5973.83	0100	INSTRUCTIONAL MATERIALS
14251073 CALIFORNIA FINANCIAL SERVICES 1/30/2025 10000.00	0100	CONTRACTED SERVICES
14251074 NIRVANA BUSTOS 1/30/2025 22.31	0100	MILEAGE
Total Fund 01         \$ 1,515,490.62		
14240488 WALMART 1/6/2025 226.81	1200	REFRESHMENTS
14243814 LAKESHORE 1/13/2025 19646.89	1200	INSTRUCTIONAL MATERIALS
14243827 SAN DIEGO COUNTY SUPERINTENDEN 1/13/2025 720.00	1200	<b>REGISTRATION FEES</b>
14245076 LEARNING GENIE INC. 1/16/2025 6737.50	1200	CONTRACTED SERVICES
14251060 CLARITZA LIMON 1/30/2025 18.76	1200	MILEAGE
14251064 UCSD 1/30/2025 2593.50	1200	PROFESSIONAL SERVICES
Total Fund 12         \$ 29,943.46		

		1/1/2025-1/31/	2020		
Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14240462	ANA BUSH	1/6/2025	1050.84	1300	REIMBURSEMENT
14240473	NUTRISLICE, INC	1/6/2025	4070.40	1300	CONTRACTED SERVICES
14245066	SELECTA INTERNATIONAL	1/16/2025	1293.05	1300	CAFETERIA FOODS
14245067	MRC SMART TECHNOLOGY SOLUTIONS	1/16/2025	298.10	1300	OFFICE SUPPLIES
14245069	GOLD STAR FOODS	1/16/2025	78494.38	1300	CAFETERIA FOODS
14245080	LUNCHASSIST, INC.	1/16/2025	3765.00	1300	CONTRACTED SERVICES
14245085	IMPERIAL DADE WEST COAST	1/16/2025	13957.58	1300	CAFETERIA FOODS
14245090	TK SERVICES, INC	1/16/2025	6308.57	1300	CONTRACTED SERVICES
14245092	HOLLANDIA DAIRY INC.	1/16/2025	23839.05	1300	CAFETERIA FOODS
14245095	LLOYD PEST CONTROL CO.	1/16/2025	273.00	1300	CONTRACTED SERVICES
14245099	AMERICAN PRODUCE DISTRIBUTORS	1/16/2025	5400.83	1300	CAFETERIA FOODS
14251053	ANA BUSH	1/30/2025	41.41	1300	MILEAGE
14251061	YESENIA CHARLES	1/30/2025	10.31	1300	MILEAGE
14251070	WALMART	1/30/2025	45.94	1300	CAFETERIA SUPPLIES
Total Fund 13			\$ 138,848.46		
14240470	PBK ARCHITECTS INC	1/6/2025	4400.00	2133	CONTRACTED SERVICES
14240475	CORE WEST, INC.	1/6/2025	1207556.59	2133	PROFESSIONAL SERVICES
14242212	PLACEWORKS	1/9/2025	1405.00	2133	COONTRACTED SERVICES
14242213	TWINING CONSULTING, INC	1/9/2025	12157.00	2133	PROFESSIONAL SERVICES
14243804	PBK ARCHITECTS INC	1/13/2025	2200.00	2133	CONTRACTED SERVICES
14245084	SWS ENGINEERING, INC	1/16/2025	7870.00	2133	PROFESSIONAL SERVICES
14245086	VITAL INSPECTION SERVICES INC.	1/16/2025	3520.00	2133	PROFESSIONAL SERVICES
14245087	GAFCON PM-CM LLC	1/16/2025	54020.00	2133	CONTRACTED SERVICES
14246990	PLACEWORKS	1/21/2025	16617.01	2133	CONTRACTED SERVICES
14249465	CONAN CONSTRUCTION, INC	1/27/2025	417053.80	2133	PROFESSIONAL SERVICES
14249468	PLACEWORKS	1/27/2025	588.75	2133	COONTRACTED SERVICES
14249469	TWINING CONSULTING, INC	1/27/2025	2901.25	2133	PROFESSIONAL SERVICES
14242199	NINYO & MOORE	1/9/2025	12850.00	2139	PROFESSIONAL SERVICES
14245074	PATHWAY COMMUNICATIONS LTD	1/16/2025	278093.18	2139	PROFESSIONAL SERVICES
14245082	DAVY ARCHITECTURE INC	1/16/2025	2170.00	2139	CONTRACTED SERVICES
14248270	NINYO & MOORE	1/23/2025	7710.00	2139	PROFESSIONAL SERVICES

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
Total Fund 21			\$ 2,031,112.58		
Grand total			\$ 3,715,395.12		

#### TO: Governing Board **BOARD MEETING DATE:** February 6, 2025

VIA: Gina A. Potter, Ed.D. FROM: Superintendent **Business Services** Action Marilyn Adrianzen, Chief Business Official

**AGENDA ITEM:** ACCEPTANCE OF DONATIONS

#### **BACKGROUND INFORMATION:**

The San Ysidro School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These grants/donations are in keeping with the criteria of Board Policy 3290.

The District would like to accept and thank the organization and/or individuals on the attached list for their generous contributions to education, students, and staff.

#### **RECOMMENDATION:**

Accept donations and grants valued at \$4,000.00 to help support and enrich our educational programs.

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

🗌 Renewal 🛛 New	🗌 Amendment 🛛 Ratify 🔲 Other	
Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
🗌 Yes 🛛 No	Yes No	
DONATIONS \$4,000.00 (Amount)	Cash/Checks Only Donations Account (Name of funding source and/or location)	
Recommended for:	Approval Denial Certification Requested	Yes No

Informational

BOARD MEETING: 02-06-25		Donation / Grant		
From	<u>To</u>	Cash/Check Amount	Estimated Value of items/supplies	Purpose / Description
Sandy Hook Promise	La Mirada	\$500.00	N/A	School Site Council Materials
Best Best & Kreiger LLP	District	\$3,500.00	N/A	Educational staff events
		\$4,000.00	\$0.00	
	TOTAL:	\$4,000.00		

Marilyn Adrianzen, Chief Business Official

TO:	Governing Board	<b>BOARD MEETING DATE:</b> February	6, 2025
VIA:	Gina A. Potter, Ed.D.	FROM:	☐ Informational
	Superintendent	Business Services	⊠ Action

# AGENDA ITEM: APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS

#### **BACKGROUND INFORMATION:**

Pursuant to Education Code Section 17604 and Resolution No. 24/25-0006, the power to contract on behalf of the Governing Board of the San Ysidro School District was delegated to the Superintendent and the Chief Business Official during the 2024-25 fiscal year, in the maximum amounts of \$15,000 for public project contracts and \$30,000 for all other contracts, respectively; provided that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the District unless and until same shall have been approved or ratified by the Governing Board, said approval or ratification to be evidenced by a motion duly passed and adopted.

The various district departments submitted the agreements on the attached list for Governing Board approval and/or ratification.

#### **RECOMMENDATION:**

Approve/Ratify the agreements on the attached list with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources or at no cost to the district.

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

🗌 Renewal 🛛 New	🗌 Amendment 🛛 Ratify 🔲 Other	
Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
🛛 Yes 🗌 No	🖾 Yes 🛛 No	
See attached (Amount)	Various Funding Sources (Name of funding source and/or location)	
Recommended for	: 🔀 Approval 🗌 Denial Certification Requested 🗌	Yes No

	AGREEMENTS UNDER \$30,000 FOR APPROVAL / RATIFICATION							
	February 6, 2025							
	Vendor	Description	Estimated Amount	Funding Source	Administrator			
1	LunchAssist, Inc.	Amendment No. 1 - to provide staff training and development. (2024-25)	\$3,765.00	Child Nutrition	Iniguez			
2	PowerSchool Services	Subscription, maintenance and support services for the TalentEd license used by Human Resources for onboarding services. (2024-25)	\$12,666.57	General Fund	Burciaga			
3	Edupoint Educational Systems, LLC	Amendment No. 5 - Synergy online registration services for (2024-26).	\$14,331.00	General Fund	Bojorquez			

TO: Governing Board

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

#### **BOARD MEETING DATE:** February 6, 2025

	Informational
$\boxtimes$	Action

#### **AGENDA ITEM:** AGREEMENT WITH EDUPOINT EDUCATIONAL SYSTEMS, LLC -AMENDMENT NO. 5 FOR ONLINE REGISTRATION

#### **BACKGROUND INFORMATION:**

The District currently uses the Synergy Education Platform through Edupoint Educational Systems, LCC as its student information system and would like to implement the Synergy Online Registration to facilitate the enrollment process at all schools.

The Synergy Online Registration will make school registration and re-enrollment easier for parents, save time for staff, lower printing and postage costs, and improve the quality, completeness, and timeliness of student data. Plus, as part of the seamless Synergy Education Platform, Synergy Online Registration automatically creates a complete, real-time enrollment record in Synergy SIS when a student is accepted.

Cost implications include: 2-year software license and maintenance, professional services and expenses incurred based on standard billing rates.

#### **RECOMMENDATION:**

Approve/Ratify Amendment No. 5 to the Edupoint Educational Services agreement for Synergy Online Registration Services at a cost of \$14,331.00 from the General fund.

#### LCAP GOAL AND ACTION/SERVICE:

🗌 Renewal	🛛 New	Amendment Ratify Other Business Ser	vices Reviewed:
Financial Imp	olications?	Are funds for this item available in the 2024-25 Budget?	Requisition #
🛛 Yes	🗌 No	🛛 Yes 🗌 No	
¢14.22	1.00		
\$14,331.00 (Amount)		General Fund (Name of funding source and/or location)	(Funding account number)
(Allo	untj	(Name of funding source and/of focation)	(Funding account number)
Recomme	nded for:	Approval Denial Certification Requested	Yes No

## Amendment 5

То

#### EDUPOINT SOFTWARE LICENSE AGREEMENT

#### SUBSCRIPTION

Version 17.0

1. Exhibit A is amended to renew Online Registration, as follows:

#### EXHIBIT A - Software Subscription License Agreement San Ysidro SD - OLR Renewal

Total Cost by Product and Service

						Califo	rnia V25A07C
Synergy <sup>®</sup> Student Educational Platform	Charge for 365 days	Sub	scription Licens	se			
The following Edupoint Products and associated documentation are licensed to Licensee pursuant to this Agreement:	Jan 1, 2025 Thru Dec 31, 2025	Jan 1, 2026 Thru Dec 31, 2026					Total
Synergy® Student Information System							
Online Student Registration (Included)	\$7,060	\$7,271					\$14,33
Sub-Total Subscription Software License	\$7,060	\$7,271	\$0	\$0	\$0		\$14,33

Total 2 Year Cost (excluding estimated expenses) \$14,331

#### EXHIBIT A - Continued Payment Schedule by Product and Service

Payment for Edupoint Subscription License	Amount	Payable On
1st Year Edupoint Subscription License (Prorated 365 Days)	\$7,060	Due upon Contract Signing
2nd Year Edupoint Subscription License	\$7,271	First day of the subsequent renewal
Total Edupoint Subscription License	\$14,331	

Note: Expenses are billed as incurred according to the guidelines provided in the Standard Billing Rates.

Total 2 Year Cost (excluding estimated expenses \$14,331

Edupoint

**1** | P a g e

## EXHIBIT A - Continued Payment Schedule by Year

Detailed Payment Schedule		Amount	Total	
Due Upon Contract Signing				
1st Year Edupoint Subscription License (Prorate	ed 365 Days)	\$7,060		
1st Year Professional Services				
	Payment Due		\$7,060	
Due first day of the subsequent renewal period				
2nd Year Edupoint Subscription License		\$7,271		
	Payment Due		\$7,271	
		Total 2 Year Cost (excluding estimated expenses	\$14,331	
Delaine Mater				
Pricing Notes: - This pricing is considered an estimate, and is not a final	quote until executed as part	of a contract		
<ul> <li>This pricing is valid until 04/17/25. Sales tax is not inclu</li> </ul>				
- Year 1 is the (365 day) period beginning on the date of C	ontract Signing.			
- This proposal was based on Schools with 4,205 students				
	,	rices be required or requested travel expenses will be billed sepa	rately.	
- The Standard Billing Rates convey the daily billing rates,				
all of the services cost information in this proposal, pr	for to any applicable discoun	τς.		
- Escalation of 3.0% has been applied.				

All other terms, conditions and provisions to the Software License Agreement remain in force and unchanged.

Edupoint Educational Systems		San Ysidro School District			
1955 S. Val Vista Drive, Suite 200		4350 Otay Mesa Road			
Mesa, AZ 85204		San Ysidro, CA 92173	San Ysidro, CA 92173		
(480) 633-7500, (800) EDUPOINT		(619) 428-4476			
Fax (480) 633-7501					
Rob Wilson	President	Marilyn Adrianzen, CBO			
Printed Name	Title	Printed Name	Title		
Signature	Date Signed	Signature	Date Signed		

Board approved/ratified:



**TO:**Governing Board**BOARD MEETING DATE:** February 6, 2025

VIA:	Gina A. Potter, Ed.D.	FROM:	
	Superintendent	Child Nutrition Department	Informational
	-	Dr. Jose Iniguez, Assistant Superintendent of	Action
		Admin. Leadership, School Support & Safety	

AGENDA ITEM: AMENDMENT NO. 1 TO THE LUNCHASSIST, INC. AGREEMENT

#### **BACKGROUND INFORMATION:**

LunchAssist has suggested offering training and development courses to our Child Nutrition Services staff that fulfill the annual staff training requirement.

Amendment No. 1 will extend the term to 2024-25 for \$3,765.00, to include:

- AR Boot Camp \$995.00
- LunchAssist PRO Renewal, District-wide LunchAssist PRO featuring Brigaid, and Spanish lessons through LunchAssist PRO featuring Brigaid. \$2,770.00

#### **RECOMMENDATION:**

Approve/Ratify Amendment No. 1 to the agreement with LunchAssist, Inc. to provide staff training and development during 2024-25 for \$3,765.00 from the Child Nutrition fund.

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

Renewal	🛛 New	Amendment Ratify Other	
Financial Impl	ications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
Xes [	No	🖾 Yes 🗌 No	
AMENDMEN	T NO. 1		
\$3,765	.00	Child Nutrition Funds	
(Amou	nt)	(Name of funding source and/or location)	-
Recommen	nded for:	Approval Denial Certification Requested	Yes No

4350 Otay Mesa Road, San Ysidro, CA 92173

## **AMENDMENT NO. 1**

The Professional Services Agreement between San Ysidro School District (District) and LunchAssist, Inc.was entered on December 13, 2023, to provide staff training and development services for the Nutrition Services Department.

Amendment No. 1 - The following sections are being amended.

• SECTION NO. 1.2 TERM:

Extend the Term's end date to January 22, 2026.

• SECTION NO. 2.1 FEES AND PAYMENTS:

Fees for the renewal Term are \$2,770.00.

Additional services to include Administrative Review Boot Camp at \$995.00

All other Terms and Conditions of the Agreement remain the same.

The District and LunchAssist, Inc., each of the parties signing this Amendment warrants to the other that he or she has the full authority to sign on behalf of the Party which his or her signature is made.

LunchAssist, Inc.	San Ysidro School District
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Print Name, Title	Marilyn Adrianzen, Chief Business Official Print Name, Title
Date:	Date
	Board Approved

14E.4 Page 7 of 14



# Quote For San Ysidro School District



## Quote

## San Ysidro School District

Bill To	Quote #	54989810	000283082	.90	
Sally Spero	Quote Date	Aug 9, 202	24 12:40 PN	1	
4350 Otay Mesa Road San Ysidro, CA 92173	Quote Expiration		Sep 30, 2024		
Item & Description	Li	st Price	Qty	Amount	
<b>AR Boot Camp</b> Administrative Review Boot Camp Online Course	4	\$ 995.00	1	\$ 995.00	

**Terms & Conditions** 

\$ 995.00

#### INVOICE

LunchAssist, Inc. 8605 Santa Monica Blvd, 52611 West Hollywood, CA 90069 accounts@lunchassist.org 760-518-4706 www.lunchassist.org



#### Bill to

Sally Spero San Ysidro School District Otay Mesa Road San Ysidro, CA 92173 **Ship to** Sally Spero San Ysidro School District Otay Mesa Road San Ysidro, CA 92173

#### Invoice details

Invoice no.: 2618 Terms: Net 30 Invoice date: 01/23/2025 Due date: 02/22/2025

#	Product or service	Description	Qty	Rate	Amount
1.	LunchAssist PRO Renewal	1/23/25-1/22/26: One year of school nutrition training through LunchAssist PRO.	1	\$495.00	\$495.00
2.	District-wide LunchAssist PRO featuring Brigaid	1/23/25-1/22/26: School nutrition training, professional standards tracking, resources, and reports for each team member in the school nutrition department through LunchAssist PRO featuring Brigaid (price per each additional team member).	30	\$50.00	\$1,500.00
3.	Spanish Lessons through LunchAssist PRO featuring Brigaid	1/23/25-1/22/26: Optional: Training available in Spanish for 31 team members.	1	\$775.00	\$775.00
	Ways to pay	Total		\$2	2,770.00



#### Note to customer

This agreement is for 1 year. Services will be suspended or canceled for accounts that are left unpaid unless other arrangements have been made. This contract will automatically renew in successive years unless LunchAssist is notified of the intent to cancel at least 90 days prior to the annual renewal date. Renewal invoices will be sent approximately 3 months before the annual renewal date. Fees for subsequent years will be equal to the base year cost, uplifted each year based on inflation.

#### View and pay

# UlunchAssist



# Training

## Administrative Review Prep

## Consulting

Experts in your corner to navigate everything that comes your way.

Partner with former auditors and directors. We walk with you in every challenge you face. Get top experts in your corner to build stronger teams, stay compliant, and serve students well.

- Monthly Check-ins
- Project Management
- Experts in Your Corner

We get it. You should have more time for serving kids, not deciphering government regulations.

Talk to our team and get a plan that's right for you.

Contact: sales@lunchassist.org

## Video Library

- Administrative Review Prep Course
- Civil Rights
- Culinary Skills by Brigaid
- Customer Service
- Farm to School
- Food Safety
- Meal Counting & Claims
- Menu Planning
- Offer vs. Serve
- Operations
- Procurement
- Recipe Standardization
- Scratch Cooking
- Special Diets
- Supper and more!

Join Today



## Training

Training and resources so school nutrition programs thrive.

Our membership gives you access to training in bitesized videos. Our resources give you everything you need to build a strong team without stress.

- Tracking Software for Professional Standards
- 50+ Bilingual Trainings
- 500+ Resources
- Audit Prep Course
- Weekly Updates
- Monthly Checklists



TO:	Governing Board	<b>BOARD MEETING DATE:</b>	February 6, 2025
VIA:	Gina A. Potter, Ed.D.	<b>FROM:</b>	☐ Informational
	Superintendent	Human Resources	⊠ Action

Efrain Burciaga, Director

#### AGENDA ITEM: AGREEMENT WITH POWERSCHOOL SERVICES

#### **BACKGROUND INFORMATION:**

The Human Resources Department would like to renew the TalentEd license and subscription services with PowerSchool Services for school year 2024-25. The Human Resources Department uses this system for onboarding services. This agreement has an automatic renewal clause which can be terminated with a 30-day written notice to vendor. Term for year 2 of 4 is from December 18, 2024 to December 17, 2025.

#### **RECOMMENDATION:**

Approve/Ratify the agreement with PowerSchool Services for the 2024-25 Subscription, Maintenance and Support Services for the TalentEd license used by Human Resources for onboarding services in the amount of \$12,666.57 from the General fund.

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

🗌 Renewal 🛛 New	Amendment 🔲 Ratify 🗌 Other	
Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
🛛 Yes 🗌 No	🖾 Yes 🗌 No	
\$12,666.57 (Amount)	General Fund (Name of funding source and/or location)	
Recommended for:	Approval Denial Certification Requested [	Yes No

PowerSchool       Remit Email: lubna.kulkarni@power         Powering Brighter Futures       Quote Date: 22-OCT-2024         Quote #: Q-959185-1	
Sales Quote - This is Not An Invoice	
Prepared By: Lubna Kulkarni	Customer Contact: Accounts Payable
Customer Name: San Ysidro School District	Title: Contact from Bill To
Contract Term: 12 Months	Address: 4350 Otay Mesa Road
Start Date: 18-DEC-2024	City: San Ysidro
	State/Province: California
End Date: 17-DEC-2025	State/1 Tovinee. Samornia
End Date: 17-DEC-2025 Billing Frequency: Annually	Zip Code: 92173

Product Description	Quantity	Unit	Extended Price
Initial Term 18-DEC-2024 - 17-DEC-2025 License and Subscription Fees			
Records	1.00	Students	USD 12,666.57

License and Subscription Totals: USD 12,666.57

Quote Total		
	Initial Term	18-DEC-2024 - 17-DEC-2025
	Amount To Be Invoiced	USD 12,666.57

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at <a href="https://www.powerschool.com/MSA\_Mar2024/">https://www.powerschool.com/MSA\_Mar2024/</a>, as may be amended.

By either (i) executing this quote or (ii) accessing the services described herein, Customer agrees that the subscription for such services will continue for succeeding subscription periods on the same terms and conditions as set forth herein (subject to a standard annual price uplift) unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the current subscription period.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Signature:

Ein Shande

Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 7-MAY-2024

PO Number: <u>12555</u>

San Ysidro School District Signature:

Printed Name:Marilyn AdrianzenJob Title:CBODate:01-13-25

Board approved/ratified:

TO:	Governing Board	<b>BOARD MEETING DATE:</b> Febru	ary 6, 2025
VIA:	Gina A. Potter, Ed.D.	FROM:	
	Superintendent	Information Management Systems	□ Informational
		Todd Lewis, Director	⊠ Action

# AGENDA ITEM: DISPOSAL OF OBSOLETE, DAMAGED AND OUTDATED TECHNOLOGY EQUIPMENT

#### **BACKGROUND INFORMATION:**

The Information Management Services Department regularly evaluates District equipment and has determined that there are approximately 431 items that are obsolete and/or beyond repair. These items include old projectors, Chromebooks, computers, laptops, monitors, and various parts/cables.

The District has no need to retain these items and recommends that they be dispersed by means of recycling per Board Policy BP3270 Sale and Disposal Of Books, Equipment and Supplies. Recycling International is a company that has been used in the past to dispose of this type of equipment in a safe and secure manner. A portion of the revenue generated through this process will be remitted to the District. The list of equipment is attached.

#### **RECOMMENDATION:**

Approve the disposal of technology equipment that is obsolete, damaged, outdated and/or beyond economic repair.

#### LCAP GOAL AND ACTION/SERVICE:

🗆 Renewal 🛛 New	□ Amendment □ Ratify □ Other	
Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
⊠ Yes □ No	$\boxtimes$ Yes $\Box$ No	
TBD (Amount)	General Fund (Name of funding source and/or location)	
Recommended for	$:$ 🛛 Approval $\Box$ Denial Certification Requested $\Box$	Yes 🗆 No

LENOVO M700 student computers (133)			
Serial numbers	Description	Damage	Comments
IS10HY001VUSPC0DQS4K	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ0456XF	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ04570Y	Lenovo M700 computer	Mother board fried	NO hard drive & Memory LM
IS10HY001VUSMJ0458W3	Lenovo M700 computer	Doesn't turn on	NO hard drive & Memory LM
1S10HY001VUSMJ04570V	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
S10HY001VUSMJ0456WT	Lenovo M700 computer	Mother board issue, it's turning off itself	NO hard drive & Memory LM
LS10HY001VUSMJ0456ZB	Lenovo M700 computer	USB ports broken	NO hard drive & Memory LM
IS10HY001VUSMJ0456ZB	Lenovo M700 computer	Doesn't turn on	NO hard drive & Memory LM
S10HY001VUSMJ0458ZU	Lenovo M700 computer	USB ports broken	NO hard drive & Memory LM
S10HY001VUSMJ0459BA	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
LS10HY001VUSMJ0456SA	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
LS10HY001VUSMJ0456SA	Lenovo M700 computer	Doesn't turn on	NO hard drive & Memory LM
1S10HY001VUSMJ04595L	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ03J6NK	Lenovo M700 computer	Doesn't turn on	NO hard drive & Memory LM
1S10HY001VUSMJ04595L	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
S10HY001VUSPC0DQS33	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
S10HY001VUSMJ03DC5U	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ0456TY	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
LS10HY001VUSMJ045724	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ0459A2	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
S10HY001VUSPC0DQS8E	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
S10HY001VUSMJ0456WP	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ0458Z1	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
S10HY001VUSPC0DQSB3	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
S10HY001VUSMJ04573C	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
IS10HY001VUSMJ045732	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
LS10HY001VUSMJ045950	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ04573J	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
S10HY001VUSPC0DQRZY	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
S10HY001VUSMJ03DC5D	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
S10HY001VUSMJ03DC5D	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
S10HY001VUSMJ03DC4H	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
S10HY001VUSMJ03DC0V	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
S10HY001VUSMJ03DC0V	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ045769	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
S10HY001VUSMJ0456RM	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ0458TF	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
S10HY001VUSMJ03DC1V	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
S10HY001VUSMJ03DC1V	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ045717	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ0457E5	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM

	Langua M700 agreentar	No Video (MD issue	NO hand drive 8 Manager IM
1S10HY001VUSMJ04570P	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ0456ZH	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ0456V3	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ0458Z6	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ03DC2Z	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ03DC2Z	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ0456Z7	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ04598F	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ03DC4A	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ045782	Lenovo M700 computer	No Video/ MB issue	NO hard drive & Memory LM
1S10HY001VUSMJ04572Z	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSMJ03J6KZ	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSPC0DQS4F	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSMJ045980	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSPC0DQS4U	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSMJ04571Z	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSMJ04571K	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSMJ045951	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSMJ045953	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSMJ04573G	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSMJ04591V	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSPC0DQSDC	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSPC0DQS18	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSPC0DQS58	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSMJ04571U	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSPC0DQS2H	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSMJ0456TV	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSMJ04573W	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSMJ03J6NH	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSMJ045715	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSMJ04597V	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSMJ0459A6	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSPC0DQSDA	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSMJ0458SZ	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSMJ04576B	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSMJ04597Y	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSMJ045708	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSMJ045708	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSMJ0456XA	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSMJ0458QR	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSMJ0459A8	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSMJ0459A8	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
	Lenovo M700 computer	Replaced by Cromebases / removed from computer tabs	LM
1S10HY001VUSPC0DQSBV 1S10HY001VUSMJ0456S0	Lenovo M700 computer	Replaced by Cromebases / removed from computer tabs	LM

1S10HY001VUSMJ0458Q9	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSPC0DQS7B	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSPC0DQSCM	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSMJ0458Z9	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSMJ0458RV	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	LM
1S10HY001VUSMJ0456W7	Lenovo M700 computer		LM
1S10HY001VUSMJ0456SM		Replaced by Cromebases / removed from computer labs	LM
	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	
1S10HY001VUSPC0DQSC3	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSMJ04574D	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSMJ03DC5L	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSMJ03DC45	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSMJ045759	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSMJ045770	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSMJ03DC53	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSPC0DQS91	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSPC0DQSD9	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSPC0DQRZ6	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSMJ045966	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSMJ04574S	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSMJ0459B6	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSPC0DQS9N	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSMJ045937	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSMJ0456SY	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSPC0DQS8T	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSMJ04577F	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSMJ04578C	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSPC0DQSBZ	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSMJ04575H	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSPC0DQSBF	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSPC0DQS96	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSPC0DQS8X	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSMJ04578X	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSMJ045768	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSMJ0456U2	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
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1S10HY001VUSPC0DQS99	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSPC0DQS7S	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSMJ04577S	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSPC0DQSD2	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSPC0DQSD0	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSPC0DQS8T	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSPC0DQ381 1S10HY001VUSMJ04577F	Lenovo M700 computer	Replaced by Cromebases / removed from computer labs	SM
1S10HY001VUSMJ0457F7 1S10HY001VUSMJ0457E7	Lenovo M700 computer	doesn't turn on	OVHS
1S10HY001VUSPC0DQSAL	Lenovo M700 computer	Bad USB ports	OVHS
TOTOLIANOTADALCODÁSAL	Lenovo M700 computer	Bau USB ports	UVHS

1S10HY001VUSMJ045977	Lenovo M700 computer	Bad USB ports	
1S10HY001VUSMJ0458QS	Lenovo M700 computer	doesn't turn on	
1S10HY001VUSMJ0458RJ	Lenovo M700 computer	doesn't turn on	
1S10HY001VUSMJ04592E	Lenovo M700 computer	No video	SYMS
1S10HY001VUSMJ0458ZS	Lenovo M700 computer	doesn't turn on	SYMS
		CHROMEBOOKS (222)	
SYSD asset Tag #	Description	Damage	Comments
014442SYSD	HP Chromebook 14-SMB	End of life	SUNSET
015117SYSD	HP Chromebook 14-SMB	End of the	SUNSET
013117313D 014486SYSD	HP Chromebook 14-SMB	End of life	SUNSET
014914SYSD	HP Chromebook 14-SMB	End of the	SUNSET
015139SYSD	HP Chromebook 14-SMB	End of the	SUNSET
013139575D 013375SYSD	HP Chromebook 14-SMB	End of life	SUNSET
			SUNSET
013419SYSD 014457SYSD	HP Chromebook 14-SMB HP Chromebook 14-SMB	End of life End of life	SUNSET
014949SYSD	HP Chromebook 14-SMB	End of life	SUNSET
014427SYSD	HP Chromebook 14-SMB	End of life	OVHS
014878SYSD	HP Chromebook 14-SMB	End of life	OVHS
015067SYSD	HP Chromebook 14-SMB	End of life	OVHS
015050SYSD	HP Chromebook 14-SMB	End of life	OVHS
014381SYSD	HP Chromebook 14-SMB	End of life	OVHS
004742SYSD	HP Chromebook 14-SMB	End of life	OVHS
014281SYSD	HP Chromebook 14-SMB	End of life	VDM
A001329	HP Chromebook 14 G4	End of life	SYMS
A001256	HP Chromebook 14 G4	End of life	SUNSET
A001248	HP Chromebook 14 G4	End of life	OVHS
004747SYSD	HP Chromebook 14 G4	End of life	OVHS
No Asset Tag	HP Chromebook 14 G4	End of life	OVHS
SY9902095	HP Chormebook 14 G5	Broken Screen + used for parts	SYMS
SY2200002	HP Chormebook 14 G5	Broken Screen + used for parts	SYMS
SY2200193	HP Chormebook 14 G5	Broken Screen + used for parts	SYMS
SY2200134	HP Chormebook 14 G5	Broken Screen + used for parts	SYMS
SY2200010	HP Chormebook 14 G5	Broken Screen + used for parts	SYMS
SY9903069	HP Chormebook 14 G5	Broken Screen + used for parts	SYMS
SY2200173	HP Chormebook 14 G5	Broken Screen + used for parts	SYMS
SY2200078	HP Chormebook 14 G5	Broken Screen + used for parts	SYMS
004443SYSD	HP Chormebook 14 G5	Broken Screen + used for parts	SYMS
004245SYSD	HP Chormebook 14 G5	Broken Screen	SYMS
004364SYSD	HP Chormebook 14 G5	Broken Screen	SYMS
004445SYSD	HP Chormebook 14 G5	Broken Screen	SYMS
SY9903567	HP Chormebook 14 G5	Broken Screen	SYMS
SY9901855	HP Chormebook 14 G5	Broken Screen	SYMS
SY9901484	HP Chormebook 14 G5	Broken Screen	SYMS

A001841	HP Chormebook 14 G5	Broken Screen	SYMS
SY9903094	HP Chormebook 14 G5	Broken Screen	SYMS
SY9902487	HP Chormebook 14 G5	Broken Screen	SYMS
SY2200007	HP Chormebook 14 G5	Broken Screen	SYMS
SY9901485	HP Chormebook 14 G5	Broken Screen	SYMS
SY2200964	HP Chormebook 14 G5	Broken Screen & O.S can't be loaded	SYMS
004431SYSD	HP Chormebook 14 G5	Broken Screen	SYMS
SY2200138	HP Chormebook 14 G5	Broken Screen & O.S can't be loaded	SYMS
SY9902067	HP Chormebook 14 G5	Broken Screen	SYMS
004500SYSD	HP Chormebook 14 G5	Broken Screen	SYMS
A001857	HP Chormebook 14 G5	Broken Screen	SYMS
SY9902994	HP Chormebook 14 G5	Broken Screen	SYMS
SY2200100	HP Chormebook 14 G5	Broken Screen	SYMS
A001924	HP Chormebook 14 G5	No charging	SYMS
SY9903581	HP Chormebook 14 G5	Broken Screen + used for parts	SYMS
SY9901456	HP Chormebook 14 G5	Video issue / MB	SYMS
004116SYSD	HP Chormebook 14 G5	Broken Screen	SYMS
SY9900950	HP Chormebook 14 G5	Broken Screen	SYMS
SY9902078	HP Chormebook 14 G5	Broken Screen	SYMS
004512SYSD	HP Chormebook 14 G5	Broken Screen	SYMS
SY2200059	HP Chormebook 14 G5	Broken Screen	SYMS
004287SYSD	HP Chormebook 14 G5	Broken Screen	SYMS
SY9900951	HP Chormebook 14 G5	Broken Screen & O.S can't be loaded	SYMS
SY9903085	HP Chormebook 14 G5	Broken Screen & O.S can't be loaded	SYMS
SY9902964	HP Chormebook 14 G5	Broken Screen	SYMS
SY1800166	HP Chormebook 14 G5	Broken Screen + no video	SS
SY9908202	HP Chormebook 14 G5	No power	SS
SY1800045	HP Chormebook 14 G5	No charging	SS
SY1800160	HP Chormebook 14 G5	Broken Screen	SS
SY9902530	HP Chormebook 14 G5	Bad Screen	SS
SY9920014	HP Chormebook 14 G5	Broken Screen	SS
SY1800152	HP Chormebook 14 G5	Broken Screen	SS
SY9903245	HP Chormebook 14 G5	Broken Screen	SS
SY1800142	HP Chormebook 14 G5	Broken Screen	SS
SY9902510	HP Chormebook 14 G5	Broken Screen	SS
SY9903211	HP Chormebook 14 G5	Broken Screen	SS
SY9902006	HP Chormebook 14 G5	Bad Screen	SS
SY9902526	HP Chormebook 14 G5	Broken Screen	SS
A001975	HP Chormebook 14 G5	Broken Screen	SS
SY9903468	HP Chormebook 14 G5	Broken Screen	SS
SY2400001	HP Chormebook 14 G5	Broken Screen + used for parts	OVHS
SY9902813	HP Chormebook 14 G5	No video + used for parts	OVHS
SY9904042	HP Chormebook 14 G5	Broken Screen + used for parts	OVHS
SY9902821	HP Chormebook 14 G5	Broken Screen + used for parts	OVHS

SY9903193	HP Chormebook 14 G5	Broken Screen + used for parts	OVHS
A001783	HP Chormebook 14 G5	Broken Screen + used for parts	OVHS
004334SYSD	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
004192SYSD	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9903818	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9903849	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9902356	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
004132SYSD	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
004132313D	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9901897	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
	HP Chormebook 14 G5	ľ	VDM
SY9901878		Broken Screen + used for parts	VDM
SY9902616	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9903339	HP Chormebook 14 G5	Broken Screen + used for parts	
SY2500043	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9902637	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9900928	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9903327	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9900962	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9903105	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9902873	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9903126	HP Chormebook 14 G5	Doesn't turn on + used for parts	VDM
SY9903142	HP Chormebook 14 G5	Bad MB + used for parts	VDM
A001944	HP Chormebook 14 G5	Bad MB + used for parts	VDM
SY9903301	HP Chormebook 14 G5	Bad screen + used for parts	VDM
SY9903770	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9901860	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9902489	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
1830SYSD	HP Chormebook 14 G5	Broken Screen + used for parts	VDM
SY9901856	HP Chormebook 14 G5	Bad MB + used for parts	VDM
SY9901854	HP Chormebook 14 G5	Bad MB + used for parts	VDM
SY9903768	HP Chormebook 14 G5	Bad MB + used for parts	VDM
SY2200196	HP Chormebook 14 G5	Screen Issue + used for parts	WI
SY2000219	HP Chormebook 14 G5	Broken Screen + used for parts	WI
004458SYSD	HP Chormebook 14 G5	Doesn't turn on + used for parts	SM
SY9902417	HP Chormebook 14 G5	Broken Screen + used for parts	SM
SY1600007	HP Chormebook 14 G5	Broken Screen + used for parts	SM
SY9902916	HP Chormebook 14 G5	Broken Screen + used for parts	SM
SY9902908	HP Chormebook 14 G5	Broken Screen + used for parts	SM
SY9903793	HP Chormebook 14 G5	Broken Screen + used for parts	SM
SY9903971	HP Chormebook 14 G5	Broken Screen + used for parts	SM
004328SYSD	HP Chormebook 14 G5	Broken Screen + used for parts	SM
SY1600057	HP Chormebook 14 G5	Water damage + used for parts	SM
SY1600016	HP Chormebook 14 G5	Doesn't turn on + used for parts	SM
A001877	HP Chormebook 14 G5	Screen Issue + used for parts	SM

SY1600198	HP Chormebook 14 G5	Screen Issue + used for parts	SM
SY1600081	HP Chormebook 14 G5	Water damage + used for parts	SM
A004302	HP Chormebook 14 G5	Doesn't turn on + used for parts	SM
SY1600178	HP Chormebook 14 G5	Broken Screen + used for parts	SM
SY1600214	HP Chormebook 14 G5	BAD O.S. Corrupted + used for parts	SM
SY1600091	HP Chormebook 14 G5	Doesn't turn on + used for parts	SM
SY9900986	HP Chormebook 14 G5	Broken Screen + used for parts	SM
SY9903656	HP Chormebook 14 G5	Broken Screen + used for parts	SM
SY9903890	HP Chormebook 14 G5	Broken Screen + used for parts	LM
SY9903875	HP Chormebook 14 G5	Broken Screen + used for parts	LM
SY9902781	HP Chormebook 14 G5	Broken Screen + used for parts	LM
017565SYSD	HP Chormebook 14 G5	Broken Screen + used for parts	LM
004321SYSD	HP Chormebook 14 G5	Broken Screen + used for parts	LM
SY1200036	HP Chormebook 14 G5	Broken Screen + used for parts	LM
SY1200036	HP Chormebook 14 G5	Doesn't turn on + used for parts	LM
004321SYSD	HP Chormebook 14 G5	Doesn't turn on + used for parts	LM
SY9903385	HP Chormebook 14 G5	Screen Issue + used for parts	LM
SY9902174	HP Chormebook 14 G5	Screen Issue + used for parts	LM
SY9904386	HP Chromebook x360 11 G3 EE	Doesn't turn on used for parts	VDM
SY9904246	HP Chromebook x360 11 G3 EE	Doesn't turn on	VDM
SY9904501	HP Chromebook x360 11 G3 EE	Doesn't turn on	VDM
SY9904393	HP Chromebook x360 11 G3 EE	Doesn't turn on	VDM
SY9904398	HP Chromebook x360 11 G3 EE	Doesn't turn on	VDM
SY9904473	HP Chromebook x360 11 G3 EE	Doesn't turn on	VDM
SY9904295	HP Chromebook x360 11 G3 EE	Doesn't turn on	VDM
SY 9904230	HP Chromebook x360 11 G3 EE	Doesn't charge	WI
004772SYSD	HP Chromebook 11-V010NR	End of life	OVHS / PTA
004782SYSD	HP Chromebook 11-V010NR	End of life	OVHS / PTA
004787SYSD	HP Chromebook 11-V010NR	End of life	OVHS / PTA
004788SYSD	HP Chromebook 11-V010NR	End of life	OVHS / PTA
004791SYSD	HP Chromebook 11-V010NR	End of life	OVHS / PTA
A001698	HP Chromebook 11-V010NR	End of life	OVHS / PTA
SY9905418	HP Chromebook 11 Wolski	Bad Keyboard	SYMS
SY9905795	HP Chromebook 11MK G9 EE	Broken Screen	OVHS
SY9900532	Lenovo 100e Chromebook 2nd. Gen	Broken Screen	SYMS
SY9900510	Lenovo 100e Chromebook 2nd. Gen	Broken Screen	SYMS
SY9900654	Lenovo 100e Chromebook 2nd. Gen	Broken Screen	SYMS
SY9900828	Lenovo 100e Chromebook 2nd. Gen	Broken Screen	SYMS
SY9900658	Lenovo 100e Chromebook 2nd. Gen	Doesn't charge	SYMS
SY9900802	Lenovo 100e Chromebook 2nd. Gen	Bad Key board	SYMS
SY9900665	Lenovo 100e Chromebook 2nd. Gen	O.S. still crashes /can't be loaded	SYMS
SY9900544	Lenovo 100e Chromebook 2nd. Gen	O.S. still crashes /can't be loaded	SYMS
SY9900671	Lenovo 100e Chromebook 2nd. Gen	O.S. still crashes /can't be loaded	SYMS
SY9901253	Lenovo 100e Chromebook 2nd. Gen	Doesn't turn on	SYMS

SY9900623	Lenovo 100e Chromebook 2nd. Gen	Bad Key board	SS
SY9901544	Lenovo 100e Chromebook 2nd. Gen	Bad Key board	SS
SY9900392	Lenovo 100e Chromebook 2nd. Gen	•	SM
SY9900392 SY9901709	Lenovo 100e Chromebook 2nd. Gen	Doesn't charge	LM
		Broken Screen	
SY9900448	Lenovo 100e Chromebook 2nd. Gen	Doesn't charge	LM
SY9900392	Lenovo 100e Chromebook 2nd. Gen	Doesn't charge	LM
SY9901296	Lenovo 100e Chromebook 2nd. Gen	Doesn't charge	LM
SY9900554	Lenovo 100e Chromebook 2nd. Gen	MB Doesn't let the NIC card work	VDM
SY9901159	Lenovo 100e Chromebook 2nd. Gen	Bad Key board	VDM
SY9901169	Lenovo 100e Chromebook 2nd. Gen	Doesn't charge	VDM
SY9904356	Lenovo 100e Chromebook 2nd. Gen	NO VIDEO	VDM
SY9901618	Lenovo 100e Chromebook 2nd. Gen	Doesn't charge	VDM
SY2200258	Chromebook ASUS C214M	Broken Screen	SYMS
SY2200292	Chromebook ASUS C214M	Broken Screen	SYMS
SY2200269	Chromebook ASUS C214M	Broken Screen	SYMS
004781SYSD	Chromebook HP 7565NGW	End of life	OVHS
X6132098	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
X6132097	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
X6132091	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
X6132096	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
X6132093	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
X6132090	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
X6132095	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
X6132094	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
X6132148	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
X6132092	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
X6132084	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
X6132102	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
X6132083	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
NO ASSET TAG	Chromebook DELL 11" mod:CB1C13	End of life Serial # 2K32LY22	OVHS
NO ASSET TAG	Chromebook DELL 11" mod:CB1C13	End of life Serial # 5B3LY22	OVHS
NO ASSET TAG	Chromebook DELL 11" mod:CB1C13	End of life Serial # J33LY22	OVHS
NO ASSET TAG	Chromebook DELL 11" mod:CB1C13	End of life Serial # JHOHY22	OVHS
NO ASSET TAG	Chromebook DELL 11" mod:CB1C13	End of life Serial #	OVHS
NO ASSET TAG	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
X6132082	Chromebook DELL 11" mod:CB1C13	End of life	OVHS
018950SYSD	Chromebook ACER C851	MB issues - O.S. Freeze	WI
018967SYSD	Chromebook ACER C851	MB issues - doesn't charge	WI
SY9900018	Chromebook ACER C851	MB issues - doesn't charge	VDM
SY9900218	Chromebook ACER C851	Bridge port burned on M.B.	WI
004817SYSD	Chromebook ACER CB714-1W	MB issues - doesn't charge	OVHS
018902SYSD	Chromebook ACER CB714-1W	MB issues - doesn't charge	OVHS
018902313D	Chromebook ACER CB714-1W	MB issues - doesn't charge	WI
SY9900265	Chromebook ACER CB714-1W	MB issues - doesn't charge	LM

SY9900268	Chromebook ACER CB714-1W	MB issues - doesn't charge	LM
A001625	Chromebook ACER CB3-431	End of life	OVHS
A001514	Chromebook ACER CB3-431	End of life	OVHS
A001651	Chromebook ACER CB3-431	End of life	OVHS
A001462	Chromebook ACER CB3-431	End of life	OVHS
A001422	Chromebook ACER CB3-431	End of life	WI
A001418	Chromebook ACER CB3-431	End of life	VDM
A001421	Chromebook ACER CB3-431	End of life	SM
A001532	Chromebook ACER CB3-431	End of life	SYMS
A001388	Chromebook ACER CB3-431	End of life	SYMS
SY9904911	Chromebase HP mod. 22-aa0010	screen broken	VDM
		COMPUTERS (2)	
SY9905069	Computer DELL Optiplex AIO 7400 series	Bad monitor	DO EdServ conference room
No asset tag / Serial # 13P9YS3	Computer DELL Optiplex AIO 7400 series	Bad monitor	LM room5
		LAPTOPS (5)	
013045SYSD	Dell LATITUDe 3450	End of life	OVHS
018658SYSD	HP Probook 440 G7	Video chip issue + used for parts	OVHS - Teacher Brenda Huerta
018693SYSD	HP Probook 440 G7	MB issue- doesn't turn on	OVHS - Teacher room 49
018672SYSD	HP Probook 440 G7	Screen broken	WI-Teacher room 19
SY9905727	HP Probook 450 G9	Screen issue	
		UMENT CAMERAS (6)	
011129SYSD	Document camera Avervision 300 AF+	doesn't turn on	SS
013575SYSD	Smart document camera	bad video Blurry	SM
007818SYSD	Document camera Avervision 300 P	doesn't turn on	LM
007669SYSD	Document camera Avervision 300 P	bad video Blurry	WI
005881SYSD	Document camera Avervision 300 P	bad video Blurry	SYMS
006683SYSD	Document camera Avervision 300i	bad video Blurry	OVHS
	F	PROJECTORS (14)	
013817SYSD	Epson 98H	bad video Blurry	LM
015268SYSD	Epson 98H	bad video ribons (pink image)	SS
013752SYSD	Epson 98H	bad video ribons (pink image)	SM
013821SYSD	Epson 98	Bad Projector doesn't turn on	SM
013838SYSD	Epson 98H	bad video Blurry	SM
015821SYSD	Epson 98H	bad video ribons (pink image)	OVHS
015284SYSD	Epson 98H	bad video green spot room 22	OVHS
015762SYSD	Epson 98H	bad video Blurry	OVHS
016815SYSD	Epson 98H	bad video Blurry	SYMS
005117SYSD	INFOCUS	bad video	DO Boardroom
007016SYSD	Epson 98H	bad video	
013825SYSD	Epson 98H	bad video Blurry	
N/A	Epson 93+	bad video Blurry	S/N R4EF225078L

009293SYSD	Epson 83+	bad video Blurry	OVHS room 15
		CISCO PHONES (12)	
Model	Mac Address	S/N	Comments
7965	08D09F9F1596	FCH15478RTZ	
7962	24B657B0F91A	FCH1543A2AR	
7962	F47F353D04A1	FCH1619BE0E	
7962	A40CC395F4FA	FCH14238Z9F	
7962	24B657B031B7	FCH15438R8T	
6941	44D3CAD462B7	n/a	
6941	44D3CAD4607D	n/a	
6941	44D3CAD4616F	n/a	
6941	44D3CAD4629D	n/a	
7911	n/a	FCH14258155	
7911	n/a	FCH142495C3	
7911	n/a	FCH142495HF	
	CISCO SV	VITCHES & WAP CONTROLLER (3)	
013858SYSD	Catalyst 3560G Series PoE -24	doesn't work	SS-RM23-SW1
s/n : FOC1447W2BZ	Catalyst 3560G Series PoE -48	doesn't work	OV-500 BUILDING
014020SYSD	Cisco 5500 Series Wireless Controller	doesn't work	WI-MDF
	Â	CCES POINT (WAP's) (4)	
Model	Mac Address	S/N	Comments
AIR-LAP1142N-A-K9	503DE5F0C874	FTX1504EA47	old model
AIR-LAP1142N-A-K9	503DE5F0C2DD	FTX1504K9T2	old model
AIR-CAP37021-B-K9	003A7D0D25CC	FCW2021NTML	LOW TRAFFIC
AIR-CAP37021-B-K9	503DE5F0C845	FTX1504K9SP	old model
		TVs & TV stands (3)	
Asset Tag Number	Description	S/N	Comments
N/A	HINGSEN tv 75 inches	75G211784H00115	Screen Broken VDM 503
N/A	HINGSEN tv 75 inches	75G211785H00237	Screen Broken SYMS MCC
N/A	6 TV stands	N/A	Doesn't resist the continues rolling to be move
		PRINTERS (3)	
SYSD asset Tag #	Description	Damage	Comments
006682SYSD	HP laser jet 4650	Bad defuser	
007163SYSD	HP laser jet 4650	broken paper roler and defuser	WI
009283SYSD	HP laser jet P4014n	Paper rolers are broken	WI
	VDM SMART	BOARDS (projectors & boards) (24)	
SYSD asset Tag #	Description	Damage	Comments
012599SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX

8	UX60 Smart board's motorized brackets	Old system	the brackets were on VDM rooms 101 to 302
No. items	Description	Damage	Comments
012597SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012602SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012604SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012594SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012615SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012614SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012617SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012612SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012613SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012608SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012609SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012600SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012601SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012616SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012610SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012606SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012596SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012611SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
013570SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
013578SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012605SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX
012595SYSD	Smart board ux60 - all on one	Projector is not working correctly, has bad image (blurry)	Replaced by New Smart board MX

TO:	Governing Board	<b>BOARD MEETING DATE:</b> February 6, 2025	
VIA:	Gina A. Potter, Ed.D. Superintendent	<b>FROM:</b> Business Services Marilyn Adrianzen, Chief Business Official	☐ Informational ⊠ Action

#### AGENDA ITEM: AGREEMENT WITH XEROX CORPORATION FOR OFFICE COPIERS

#### **BACKGROUND INFORMATION:**

The current agreement with Xerox for the copiers located in District offices has expired. The District would like to enter into a new 5-year lease agreement for copier equipment and maintenance services. The five (5) year term would be from February 2025 to 2030.

The cost implications are based on fixed rates for equipment and include consumable supplies for all prints *(supplies, service calls, analyst support, staples, and automatic toner shipments)*. Copiers under this agreement will be located in Administration, Business, Educational Services, Human Resources, and MOTF Offices. The monthly lease minimum payment is estimated at \$705.63 (Annual estimate \$8,467.56), and the print charges are based on use at a print rate of \$0.0054 for black-and-white impressions and \$0.0425 for color impressions.

#### **RECOMMENDATIONS:**

Approve the five (5) year agreement with Xerox Corporation for five office copiers, maintenance services, consumables, and print fees. Cost implications will be paid from the General fund.

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

Renewal	🛛 New	Amendment Ratify Other	
Financial Impli	ications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
Xes [	No	🖾 Yes 🗌 No	
ESTIMATED A	ANNUAL		
\$24,000	0.00	General Fund	
(Amour	nt)	(Name of funding source and/or location)	
Recommen	ded for:	Approval Denial Certification Requested	]Yes 🗌 No

4350 Otay Mesa Road, San Ysidro, CA 92173

## PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this <u>7th</u> day of <u>February 2025</u>, by and between the San Ysidro School District, hereinafter called the "District", and

**Xerox Corporation** 

Company/Consultant

5657 Copley Drive, San Diego, CA 92111 Address

hereinafter referred to as "Consultant."

#### 1 SCOPE AND TERMS

#### 1.1 SCOPE OF SERVICES

<u>Scope of Services</u>. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as *Exhibit "A"* and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

<u>Compliance with Law</u>. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

<u>Licenses</u>, <u>Permits</u>, <u>Fees and Assessments</u>. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: February 7, 2025

To February 6, 2030 (60 months)

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a month-to-month basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

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#### 2 FEES AND PAYMENTS

#### **2.1 FEES**

District shall pay Consultant for the specified services as reflected on *Exhibit A* during this contract term.

858-573-6300 Telephone Number

www.xerox.com Website

4350 Otay Mesa Road, San Ysidro, CA 92173

#### 2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

#### 3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

#### **RESPONSIBLIITIES OF CONSULTANT** 4

#### 4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

#### 4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

#### 4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

#### 4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

#### 4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable 2

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to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

#### 4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) <u>Time for Compliance</u>. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) <u>Minimum Requirements and Limits</u>. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be <u>at least</u> as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be \$2,000,000 the required occurrence limit.

The CGL policy shall contain the following endorsements, which shall accompany the Certificate of Liability:

- An Additional Insured endorsement using ISO form CG 20 26 04 13or a form at least as broad naming the San Ysidro School District, its elected and appointed officials, officers, agents and employees as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT and must contain Policy # and Insured's name.
- A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the San Ysidro School District shall be excess and non-contributing.
- 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3. Workers' Compensation (Employer's Insurance if applicable): as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement waiving all rights of subrogation again the San Ysidro School District, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT and must contain Policy # and Insured's name.
- Professional Liability (Errors and Omissions): Insurance appropriates to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. (If applicable – see footnote next page) District waives \_\_\_\_\_
- Improper Sexual Conduct: \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. District waives \_\_\_\_\_
- 6. Cyber Security Liability: Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence

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with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

#### Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

#### Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

#### Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

#### Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

#### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

- 1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of work.

#### Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory

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endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

#### 5 GENERAL PROVISIONS

#### 5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

#### 5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

#### 5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

#### 5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the

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purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District. (3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

#### 5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

#### 5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

#### 5.7 INDEMNIFICATION

<u>Indemnification:</u> To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors

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or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

#### **5.8 AMENDMENTS**

This Agreement may not be amended except in writing signed by both Parties.

#### 5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

#### 5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

#### 5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer, or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

#### 5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (Please complete attached School Safety Certification Form. Attachment 1)

Per Ed Code 49406 and Assembly Bill 1667, the District requires Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff. **District is waiving this requirement** \_\_\_\_\_\_.

#### 5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

#### 5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	Xerox Corporation	
Name:	Douglas Warden	Marya Khoja
Title:	Senior Vice President	Xerox Major Accounts
Address:	5657 Copley Drive	5657 Copley Drive
City/State/Zip Code:	San Diego, CA 92111	San Diego, CA 92111
Telephone:	858-573-6300	619-372-8324
Email:	doug@xerox.com	marya@xerox.com

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Araceli Felix
Title:	Chief Business Official	Buyer
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3002
Email:	Marilyn.adrianzen@sysdschools.org	Araceli.felix@sysdschools.org

#### 6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment or Exhibit to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

#### 7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

#### CONSULTANT

#### DISTRICT

XEROX Firm Name	San Ysidro School District Firm Name
Signature of Authorized Agent	Signature
Douglas Warden, Senior Vice President Print Name, Title	Marilyn Adrianzen, Chief Business Official Print Name, Title
Date:	Date
	Board Approved:

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#### SCHOOL SAFETY CERTIFICATION FORM

#### CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c) Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state**.

<u>(Initial)</u> As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

<u>(Initial)</u> Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

<u>(Initial)</u> Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

*(Initial)* Consultant certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

(*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

<u>(*Initial*</u>) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

<u>(Initial)</u> Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employeesindividuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:	
Name/title of authorized representative (Print)	

Signature

Date

## EXHIBIT A

List of equipment, services and rates are per Xerox Lease Agreement. (Under separate cover)

TO:	Governing Board	<b>BOARD MEETING DATE:</b> February 6, 2025	
VIA:	Gina A. Potter, Ed.D. Superintendent	<b>FROM:</b> Business Services Marilyn Adrianzen, Chief Business Official	☐ Informational ⊠ Action

#### AGENDA ITEM: AGREEMENT WITH XEROX CORPORATION FOR PRINT SHOP COPIERS

#### **BACKGROUND INFORMATION:**

The current agreement with Xerox for the copiers located in the Print Shop has expired. The District would like to enter into a new 5-year lease agreement for the Print Shop copier equipment and maintenance services. The five (5) year term would be from February 2025 to 2030.

The cost implications are based on fixed rates for equipment and include consumable supplies for all prints *(supplies, service calls, analyst support, staples, and automatic toner shipments)*. Copiers under this agreement are located at the District Print Shop. The monthly lease minimum payment is estimated at \$1,766.81 (Annual estimate \$21,201.72), and the print charges are based on use at a print rate of \$0.0034 for black-and-white impressions (Annual estimated at \$12,912.00).

#### **RECOMMENDATIONS:**

Approve/Ratify the five (5) year agreement with Xerox Corporation for two print shop copiers/equipment, maintenance services, consumables, and copy print charges. Cost implications will be paid from the General fund.

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

Renewal	🛛 New	Amendment 🛛 Ratify 🗌 Other	
Financial Implic	cations?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
🛛 Yes 🗌	] No	🛛 Yes 🗌 No	
ESTIMATED A	ANNUAL		
\$34,114	.00	General Fund	
(Amoun	nt)	(Name of funding source and/or location)	
Recommend	ded for:	$\square$ Approval $\square$ Denial Certification Requested $\square$ Y	es 🗌 No

**Print Shop** 

#### SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this <u>7th</u> day of <u>February 2025</u>, by and between the San Ysidro School District, hereinafter called the "District", and

**Xerox Corporation** 

Company/Consultant

5657 Copley Drive, San Diego, CA 92111 Address

hereinafter referred to as "Consultant."

#### 1 SCOPE AND TERMS

#### 1.1 SCOPE OF SERVICES

<u>Scope of Services</u>. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as *Exhibit "A"* and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

<u>Compliance with Law</u>. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

<u>Licenses</u>, <u>Permits</u>, <u>Fees and Assessments</u>. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: February 7, 2025

To February 6, 2030 (60 months)

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a month-to-month basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

1

#### 2 FEES AND PAYMENTS

#### **2.1 FEES**

District shall pay Consultant for the specified services as reflected on *Exhibit A* during this contract term.

858-573-6300 Telephone Number

www.xerox.com Website

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#### 2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

#### 3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

#### 4 RESPONSIBLIITIES OF CONSULTANT

#### 4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

#### 4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

#### 4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

#### 4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

#### 4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable 2

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to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

#### 4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) <u>Time for Compliance</u>. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) <u>Minimum Requirements and Limits</u>. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be <u>at least</u> as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be \$2,000,000 the required occurrence limit.

The CGL policy shall contain the following endorsements, which shall accompany the Certificate of Liability:

- An Additional Insured endorsement using ISO form CG 20 26 04 13or a form at least as broad naming the San Ysidro School District, its elected and appointed officials, officers, agents and employees as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT and must contain Policy # and Insured's name.
- A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the San Ysidro School District shall be excess and non-contributing.
- 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3. Workers' Compensation (Employer's Insurance if applicable): as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement waiving all rights of subrogation again the San Ysidro School District, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT and must contain Policy # and Insured's name.
- Professional Liability (Errors and Omissions): Insurance appropriates to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. (If applicable – see footnote next page) District waives \_\_\_\_\_
- Improper Sexual Conduct: \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. District waives \_\_\_\_\_
- 6. Cyber Security Liability: Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence

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with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. District waives

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

#### Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an Additional Insured Endorsement to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

#### **Primary Coverage**

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District. its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

#### Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

#### Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

#### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

- 1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of work.

#### Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory 4

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endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the District before work/services commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

#### 5 GENERAL PROVISIONS

#### 5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

#### 5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

#### 5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

#### 5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the

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purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District. (3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

#### 5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

#### 5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

#### 5.7 INDEMNIFICATION

<u>Indemnification:</u> To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors

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or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

#### **5.8 AMENDMENTS**

This Agreement may not be amended except in writing signed by both Parties.

#### 5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

#### 5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

#### 5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer, or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

#### 5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (Please complete attached School Safety Certification Form. Attachment 1)

Per Ed Code 49406 and Assembly Bill 1667, the District requires Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff. **District is waiving this requirement** \_\_\_\_\_\_.

#### 5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

#### 5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	Xerox Corporation		
Name:	Douglas Warden	Marya Khoja	
Title:	Senior Vice President	Xerox Major Accounts	
Address:	5657 Copley Drive	5657 Copley Drive	
City/State/Zip Code:	San Diego, CA 92111	San Diego, CA 92111	
Telephone:	858-573-6300	619-372-8324	
Email:	doug@xerox.com	marya@xerox.com	

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DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Araceli Felix
Title:	Chief Business Official	Buyer
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3002
Email:	Marilyn.adrianzen@sysdschools.org	Araceli.felix@sysdschools.org

#### 6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment or Exhibit to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

#### 7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

# CONSULTANT

# DISTRICT

XEROX Firm Name	San Ysidro School District Firm Name
Signature of Authorized Agent	Signature
Douglas Warden, Senior Vice President Print Name, Title	Marilyn Adrianzen, Chief Business Official Print Name, Title
Date:	Date
	Board Approved:

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#### SCHOOL SAFETY CERTIFICATION FORM

#### CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c) Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state**.

<u>(Initial)</u> As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

<u>(Initial)</u> Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

<u>(Initial)</u> Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

*(Initial)* Consultant certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

(*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

<u>(*Initial*</u>) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

<u>(Initial)</u> Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employeesindividuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:	
Name/title of authorized representative (Print)	

Signature

Date

# EXHIBIT A

List of equipment, services and rates are per Xerox Lease Agreement. (Under separate cover)

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

# **TO:**Governing Board**BOARD MEETING DATE:** February 6, 2025

VIA:	Gina A. Potter, Ed.D.	FROM:	
	Superintendent	Human Resources	□ Informational
		Efrain Burciaga, Director	⊠ Action

# **AGENDA ITEM:** AGREEMENT WITH MARYWOOD UNIVERSITY

# **BACKGROUND INFORMATION:**

The San Ysidro School District will enter into an agreement with Marywood University to provide highquality learning experiences for Dietetics Program Interns. This agreement will commence on January 25th, 2025, and will end on June 30<sup>th</sup>, 2027.

#### **RECOMMENDATION:**

Approve the agreement with Marywood University to provide quality learning experiences for Dietetics Program Interns.

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

Goal #1: Student Achievement - 1.5 Staffing

🗆 Renewal	🛛 New	□ Amendment	🗆 Ratify 🗆	] Other		
Financial Im	plications?	Are fund	ds for this item av	vailable in the 2024-2025 Budget?		Requisition #
□ Yes	🛛 No		□ Ye	es 🗆 No		
N/ (Amo			(Name of fundin	N/A g source and/or location)		
Recomme	ended for:	🛛 Approva	l 🗆 Denial	Certification Requested	🛛 Yes	□ No

# DIETETICS PROGRAMS INTERN AGREEMENT

THIS DIETETICS PROGRAMS INTERN AGREEMENT (the "Agreement") is made and entered into as of January 25th, 2025 ("Effective Date") between Marywood University ("University"), having an office at 2300 Adams Avenue Scranton PA 18509 and San Ysidro School District ("District"). University and District each may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the purpose of this Agreement is to guide and direct the Parties respecting their responsibilities, working arrangements, and agreements in furtherance thereof to provide high-quality learning experiences for University's students studying dietetics.

WHEREAS, neither Party intends for this Agreement to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, inconsideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

#### Responsibilities of University.

**Student Preparation**. The University will use reasonable efforts to prepare students selected for participation ("Participants") in the experiential learning program at the District ("Program").

**Education Responsibility.** The University will retain general responsibility for the education of Participants. The University will provide the District with current copies of curriculum objectives and course descriptions associated with the Program. The University will maintain applicable academic accreditation(s) during the Term. If requested by the District, the University will provide credentials and contact information offaculty associated with the Program.

**Confidentiality**. The University will advise all Participants assigned to the District regarding the confidentiality of District's records and/or information. The University will also advise all Participants that confidentiality duties are ongoing.

**Compliance**. The University will advise Participants that they are required to comply with District's dress codes, rules, regulations, policies, and procedures.

**Performance Evaluations**. The University will provide instruction and resources to the District's staff with respect to the performance evaluation of all Participants.

**Insurance**. The University carries insurance up to the limits required by the District and applicable law. The University shall maintain the minimum limits as follows: • General liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate; • Professional liability insurance for Participants with limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. • If Participant/Candidate will be assigned where students are present, Sexual abuse and molestation insurance is required with limits of \$1,000,000 per occurrence and \$2,000,000 per occurrence aggregate. • The University shall name the District as additional insured and provide the District with a certificate of such insurance and supporting endorsements.

#### **Responsibilities of District**

Learning Environment. The District has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur for Participants.

**Responsible for District Students**. The District will retain responsibility for the care of its students and will maintain administrative and professional supervision of Participants insofar as their presence and Program assignments affect the operation of the District and its care, direct and indirect, of students.

**Performance Evaluations.** The District will assist the University in the evaluation of the learning and performance of Participants by completing and returning in a timely manner using University-provided evaluation forms.

**Orientation**. The District will provide for the orientation of Participants as to the District's rules, regulations, procedures, and policies of the District along with any other of District's expectations for the Participants.

**Supervision**. The District will provide qualified and competent staff members in adequate number for the instruction and supervision of Participants.

**Student Records**. District, its employees, agents and representatives shall maintain in confidence student files and personal information and limit access to only those District employees or agents with a need to know. The District agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations apply to the University. For the purposes of this Agreement, pursuant to FERPA, University hereby designates District as a school official with a legitimate educational interest in the educational records of the student(s) who participate in the Program to the extent that access to the records is required by District to carry out the Program.

**Claims.** The District will provide written notice to the University promptly if a claim arises involving a student.

#### Mutual Responsibilities.

**Collaboration.** The Parties will work together to maintain a high-quality educational environment where the students' needs are paramount. At the request of either Party, a meeting or conference will promptly be held by the Parties respective coordinators, as set forth below, to resolve any problems or develop any improvements in the operation of the internship.

**Notices / Contact Information.** All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

UNIVERSITY	Marywood University		
Name:	Micheline Orlowsky	Shelby Yeager	
Title:	Program Director of the Dietetic Internship Program	Dean of College of Health and Human S	Services
Address:	2300 Adams Avenue		
City/State/Zip Code:	Scranton PA 18509		
Telephone:	570-340-6010	(570) 961-4711	
Email:	morlowsky@marywood.edu	swyeager@marywood.edu	

DISTRICT:	San Ysidro School District	
Name:	Efrain Burciaga	Dr. Jose Iniguez
Title:	Director of Human Resources	Assistant Superintendent
Address:	4350 Otay Mesa Road	Child Nutrition Services
City/State/Zip code:	San Ysidro, CA 92173	(619) 428-4476 x3065
Telephone:	(619) 428-4476 x3012	(619) 428-4476 x3011 CNS
Email:	Efrain.burciaga@sysdschools.org	Jose.iniguez@sysdschools.org

The contact person within the organization may change as needed by providing the other Party with written notice of the change.

**Background Checks, Immunizations, and Other Requirements.** The Intern shall go through the District's onboarding process, which includes criminal background checks, immunizations, TB test clearance, drug tests, or any other requirements (e.g., CPR training, fingerprints, food handler permit, physical exam, etc.). When so informed, the University will inform and assist Interns in obtaining the requirements. The costs associated with any such requirements will be paid by the University and/or Intern.

**Intern Removal.** The District may request the removal of any Intern whom the District determines is not performing in accordance with its applicable administrative policies, procedures, rules, and/or regulations. Such request must be in writing and must include a statement of the reason or reasons why the District desires to have the Intern removed. The Intern must be afforded an opportunity by the University to respond in writing to the statements. However, the District may immediately remove from the premises any Intern who poses an immediate threat or danger to personnel or to the quality of services or for unprofessional behavior. The District will notify the appropriate office of the University if such action is required. The University may terminate a student's participation when, in its sole discretion, further participation by the student would no longer be appropriate. The University will notify the District if such action is required.

**Non-Discrimination.** Neither the University nor the District will discriminate in any way based on race, color, religion, sex, national origin, age, genetic information, sexual orientation or gender identity/expression, disability, status as a protected veteran, or any other status protected by local, state, or federal law.

**Compliance with the Law**. The University and District shall comply with all applicable federal and state laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and rules and regulations promulgated thereunder.

**Term and Termination.** This Agreement will commence as of January 25th, 2025 and will end no later than June 30, 2027 unless terminated earlier. This Agreement may be terminated at any time and for any reason by either Party upon not less than thirty (30) days prior written notice to the other Party. Should notice of termination be given under this Section, Participants scheduled with District prior to the termination date will be permitted to complete any previously scheduled Program at District.

**Employment Disclaimer**. Participation in the Program will not afford Participant's status as employees or agents of the District or University for any purpose. The Parties agree that Participants will not be entitled to receive any compensation or employment benefits from District, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. District will not be required to purchase any form of insurance for the benefit or protection of any student of the University.

**Indemnification**: Each party to this Agreement shall, to the extent permitted by law, indemnify, defend, and hold harmless the other party, its officers, agents, and/or employees from any and all liability claims and losses arising out of the performance of this Agreement, except that each party shall bear any liabilities or expenses arising in whole or in part from its own negligent acts or omissions or those of its officers, agents and/or employees.

#### Miscellaneous

**Choice of Law and Venue.** The Agreement will be governed by the laws of the State of California, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of California,

San Diego County.

**Relationship of Parties**. In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties, and neither shall be considered or represent itself as a joint venture, partner, agent or employee of the other.

Amendment and Supplement. Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

**Merger**. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.

Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

**IN WITNESS THEREOF**, the Parties have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

#### UNIVERSITY

Marywood University	San Ysidro School District
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Dr. Ann Cerminaro-Costanzi, Interim Vice President for Aco Jan	Marilyn Adrianzen, Chief Business Official
Print Name, Title Affairs	Print Name, Title
Date:	Date
	Board Approved:

4

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#### DISTRICT

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

# TO: Governing Board BOARD MEETING DATE: February 6, 2025

VIA: Gina A. Potter, Ed.D. Superintendent **FROM:** Educational Services Manuel Bojorquez, Assistant Superintendent

	Informational
$\overline{\langle}$	Action

# AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT. CARMEL SCHOOL FOR TITLE IV FUNDING AND SERVICES

# **BACKGROUND INFORMATION:**

As part of the Elementary and Secondary Education Act (ESEA) Memorandum of Understanding between the San Ysidro School District, Our Lady of Mt. Carmel School, and the Private School Provisions as amended by the Every Student Succeeds Act: Funds are intended to increase the capacity of local education agenda (LEAs) and schools to meet the goals of the ESEA by 1) providing all students with the access to a well-rounded education, 2) improving school conditions for student learning, and 3) improving the use of technology in order to improve the academic achievement and digital literacy of all students.

Our Lady of Mt. Carmel School has requested to participate in Title IV, Part A, Student Support and Academic Enrichment program for the 2024-25 school year. The total allocation for Title IV, Part A funds, should not exceed \$6,506.00.

Our Lady of Mt. Carmel is requesting the \$6,506.00 to be used in the purchase of the following products: Flashforge 5M Pro 3D Printer with filaments, IT Middle School Curriculum License Subscription, and six Windows laptops. The remaining balance will be used for copy paper.

## **RECOMMENDATION:**

Approve the Memorandum of Understanding with Our Lady of Mount Carmel School for the 2024-25 Academic Enrichment Program Spending Plan for Title IV, Part A funds and services in the total amount of \$6,506.00.

## LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - Enhance student achievement across all demographics, focusing on accelerating learning for English learners and students with disabilities.

🗌 Renewal 🛛 New	Amendment 🗌 Ratify 🗌 Other	
Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
🛛 Yes 🗌 No	🖾 Yes 🗌 No	
Total Allocation: \$6,506.00 (Amount)	Title IV, Part A Funds (Name of funding source and/or location)	
Recommended for:	Approval Denial Certification Requested	]Yes 🗌 No

# Memorandum of Understanding Title IV

# Provision of Programs and Services to Private Schools

# 2024-2025

# Section 1: General

The San Ysidro School District has been notified by Our Lady of Mount Carmel, a private school located within the geographic jurisdiction of this school district, of a request to participate in the *Student Support and Academic Enrichment Program* for the 2024-2025 school year. Under Title IV, Part A of the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA) is a federal categorical program contained in the Consolidated Application. These funds are intended to increase the capacity of local education agencies (LEAS) to meet the goals of the ESSA by providing all students with access to a well-rounded education, improving school conditions for student teaming, and improving use of technology in order to improve the academic achievement and digital literacy of all students.

This Memorandum of Understanding (MOU) contains a sample description of the nature and scope of services and products to be provided by the San Ysidro School District to the Our Lady of Mount Camel School in order to serve its students.

# Section 2: How will the students' needs be identified?

Based on the most recent data. Teacher observations and needs of students was determined.

Each LEA, or consortium of such agencies, that receives a Title IV, Part A allocation pursuant to ESSA Section 4109 shall use a portion of such funds to improve the use of technology to improve the academic achievement, academic growth, and digital literacy of all students, including by meeting the needs of such agency or consortium that are identified in the needs assessment conducted (if applicable), which may include—

- 1. providing educators, school leaders, and administrators with the professional learning tools, devices, content, and resources to—
  - 1. personalize teaming to improve student academic achievement;
  - 2. discover, adapt, and share relevant high-quality educational resources;
  - 3. use technology effectively in the classroom, including by administering computer-based assessments and blended teaming strategies; and
  - implement and support school and district-wide approaches for using technology to inform instruction, support teacher collaboration, and personalize learning;
- 2. building technological capacity and infrastructure, which may include—
  - 1. procuring content and ensuring content quality; and
  - 2. purchasing devices, equipment, and software applications in order to address readiness shortfalls;

- 3. developing or using effective or innovative strategies for the delivery of specialized or rigorous academic courses and curricula through the use of technology, including digital learning technologies and assistive technology;
- 4. carrying out blended learning projects, which shall include—
  - planning activities, which may include development of new instructional models (including blended learning technology software and platforms), the purchase of digital instructional resources, initial professional development activities, and one-time information technology purchases, except that such expenditures may not include expenditures related to significant construction or renovation of facilities; or
  - ongoing professional development for teachers, principals, other school leaders, or other personnel involved in the project that is designed to support the implementation and academic success of the project;
- 5. providing professional development in the use of technology (which may be provided through partnerships with outside organizations) to enable teachers and instructional leaders to increase student achievement in the areas of science, technology, engineering, and mathematics, including computer science; and
- 6. providing students in rural, remote, and underserved areas with the resources to take advantage of high-quality digital teaming experiences, digital resources, and access to online courses taught by effective educators.

# Section 3: What services and products will be provided?

- Purchase and integration of one Flashforge 5M Pro 3D Printer and 25 HS PLA filaments in the amount of \$1,069.00.
- Purchase and integration of the IT Middle School Curriculum License Subscription from STEM Fuse in the amount of \$2,250.00.
- Purchase of six Windows Laptops in the amount of \$2,988.70.
- The remaining balance will be used for copy paper.

Amount not to exceed: \$6,506.00

# Section 4: How, when, where, and by whom will the services be provided?

The purchases will be made by SYSD immediately following the approval of this MOU by the SYSD Governing Board. The items listed in section 3 will be provided for the use of Title IV to serve the needs of students enrolled at Our Lady of Mt. Carmel.

# Section 5: How will the services be assessed to improve the program?

Representatives of the San Ysidro School District and the Our Lady of Mount Carmel School shall meet before the end of the year in which services have been offered to discuss the delivery and effectiveness of services provided to students. The representatives shall determine if any changes are needed in the program during the current or next school year. The representatives shall determine if any changes are needed in the services during the current or next school year.

# **Section 6: Other provisions**

Both parties of this MOU shall fulfill the conditions listed herein.

# Section 7: Signatures of authorized representatives

For Our Lady of Mt Carmel:		
Name:	Phone No:	
Signature:	Date:	
Title:		
For San Ysidro School District		
Name: <u>Marilyn Adrianzen</u>	Phone No:	<u>(619)428-4476</u>
Signature:	Date:	
Title:Chief Business Official	Board Approval:	01-23-2025

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

# **TO:**Governing Board**BOARD MEETING DATE:** February 6, 2025

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

# Educational Services Manuel Bojorquez, Assistant Superintendent

	Informational
$\times$	Action

# AGENDA ITEM: AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE AFTER-SCHOOL EDUCATION AND SAFETY PROGRAM FOR 2024-2025

FROM:

# **BACKGROUND INFORMATION:**

The San Diego County Office of Education (SDCOE) agrees to act as the funding agency for the After School Education and Safety Program. SDCOE will provide and maintain files for the Memorandum of Agreement (MOA), distribute funding allocations, collaborate with all members to ensure program goals are met and fiscal information is shared. The District agrees to follow all fiscal reporting and auditing standards required of the ASES program, in accordance with the provisions of the California Education Code (EC) sections 8482-8484.65.

For the fiscal year 2024-2025, the MOA delineates the amount each school is to receive and when the funding will be received. The District would like to continue receiving these services for the Before and After School Programs provided by YMCA of San Diego County at La Mirada, Willow, Smythe, Sunset, San Ysidro Middle, Vista Del Mar Middle and Ocean View Hills Schools. These services will be provided during school days and summer, intersession, or vacation days during the 2024-25 school year.

ASES Grant award amount: 1,055,308.99 minus 3% of grant for SDCOE's coordination, training, technical assistance, and administrative support - 31,659.27 = 1,023,649.72.

# **RECOMMENDATION:**

Approve/Ratify the Memorandum of Agreement with the San Diego County Superintendent of Schools for the After School Education and Safety (ASES) Program grant award in the amount of \$1,023,649.72 for all school sites during school year 2024-2025.

# LCAP GOAL AND ACTION/SERVICE:

Goal #2: School Culture, Climate and Student Well-Being ~ Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug-free, while also equipping them with the necessary social-emotional skills to build resilience and thrive not only in an equitable educational environment but also in their community and beyond. Action 2.7

🗌 Renewal 🛛 New	🗌 Amendment 🛛 Ratify 🔲 Other	
Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
🛛 Yes 🗌 No	🛛 Yes 🗌 No	
Grant Award: \$1,023,649.72 (Amount)	ASES Grant Award (Name of funding source and/or location)	
Recommended for:	Approval Denial Certification Requested	]Yes 🗌 No

#### MEMORANDUM OF AGREEMENT

This Agreement for the After School Education and Safety (ASES) program is entered into and effective as of the 1st day of July 2024 by and between the **San Diego County Superintendent** of Schools (hereinafter referred to as "SDCOE") and **San Ysidro Elementary** (hereinafter referred to as "District") who agrees to contract for and provide the ASES Program services as specified in the grant. The District further agrees to follow all fiscal reporting and auditing standards required of the ASES Program, in accordance with the provisions of the <u>California</u> <u>Education Code (EDC) Sections 8482-8484.65</u> and Assurance 5 of <u>ASES Grant Award</u> <u>Assurances</u> from original renewal application. Failure to comply with the following grant rules, regulations, and policies may result in denial of the remaining grant amount and an invoice from the SDCOE to the District for up to the entire grant amount allocated for the ASES Program. Any invoice from the California Department of Education (CDE) to the SDCOE due to the District's failure to comply with grant rules, regulations and policies will result in the District reimbursing the full invoice amount(s) to the SDCOE within 30 days of submission of such invoice(s).

#### 1. SCOPE OF SERVICES: GENERAL CONDITIONS

#### A. DISTRICT ASSURANCES

In accordance with the provisions of the <u>California Education Code (EDC)</u> Sections 8482-8484.65, the purpose of the ASES program is to create incentives for establishing locally driven before and after school enrichment programs both during school days and summer, intersession, or vacation days that partner public schools and communities to provide academic and literacy support and safe, constructive alternatives for youth. It is the intent of the Legislature that all youth participating in elementary, middle or junior high school ASES programs participate in the full day of the program every day, except as allowed by the early release policy. [*EDC* 8483(a)(2)]

In accordance with <u>California Education Code (EDC) Sections 8482-8484.65</u>, the District agrees to implement the following:

#### **ASES Priority Enrollment**

- Priority for enrollment of students in a <u>before school, after school, or</u> <u>summer/supplemental program</u>, in accordance with Assurance 22 of <u>ASES Grant Award</u> <u>Assurances</u>, must be prioritized in the following order:
  - A. At the time they apply for enrollment or at any time during the school year, Homeless Youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a) and *EDC* Sections 8483(c)(1)(A); 8483.1(d)(1)(A); 8483.1(d)(1) means "individuals who lack a fixed, regular, and adequate nighttime residence" and includes one or more of the following situations:
    - a. Emergency or transitional shelter
    - b. Living in motels, hotels, trailer parks or camping grounds
    - c. Unsheltered (i.e., cars, parks, public spaces, abandoned buildings, bus or train stations, or similar settings)

- d. Temporarily with another person or relatives due to economic hardship or loss of housing (i.e., eviction, inability to pay the rent, destruction of home, illness, loss of employment, etc.)
- e. Abandoned in hospitals
- f. Awaiting foster care placement
- g. Unaccompanied youth not living with parent or guardian
- h. Substandard housing (i.e., no water or electricity; health or safety risks)
- i. Migratory children who qualify as homeless
- B. Foster Youth, as designated through a juvenile dependency court petition [EDC Sections 8483(c)(1)(A); 8483.1(d)(1)(A)]
- C. Youth Eligible for Free or Reduced-Priced Meals, as defined yearly in the CDE Student Poverty FPM Data report [*EDC* Sections 8483(c)(1)(A); 8483.1(d)(1)(A)]
- D. Middle and junior high school students participating in the full day of the program every day [*EDC* Section 8483(c)(1)(B); 8483.1(d)(1)(B)]
- 2. A program shall inform the parent or caregiver of a pupil of the rights of homeless children, foster children, and children eligible for free or reduced-price meals to receive priority enrollment and how to request priority enrollment. [*EDC* Sections 8483(d); 8483.1(e)]

#### ASES Program Operation and Attendance Requirements:

#### After School

- The After School program will begin operation immediately upon the conclusion of the regular school day and operate a minimum of 15 hours per week (minimum of three hours per day) and at least until 6:00 p.m. on every regular school day. [EDC Section 8483(a)(1)(A)(i); Assurances 16, 17, 18 of <u>ASES Grant Award Assurances</u>]
- Rural school programs operating at a schoolsite located in an area that has a population density of less than 11 persons per square mile may end program operations at 5:00 p.m. [*EDC* Section 8483(a)(1)(A)(ii)]
- 3. The After School program will establish a reasonable early daily release of students from the program. This policy should include, at a minimum, a procedure that allows parents to provide written notification that outlines the date range, early release time, and reason for the early release for their student. Programs operating in a community where the early release policy does not meet the unique needs of that community or school, or both, can provide documentation of an alternative plan and request approval from the SDCOE. [*EDC* Section 8483(a)(1)(B); Assurance 19 of ASES Grant Award Assurances]
- 4. It is the intent of the Legislature that elementary and middle school (or junior high school) students participate in the full day of the program every day during which students participate, except as allowed by the early release policy. [*EDC* Section 8483(a)(2); Assurance 20 of <u>ASES Grant Award Assurances</u>]
- 5. To develop an age-appropriate program, for middle or junior high school students, a flexible attendance schedule may be implemented. [*EDC* Section 8483(a)(3); Assurance 21 of <u>ASES Grant Award Assurances</u>]

Before School Program

- 1. The Before School program will operate at least one and one half hours (1 1/2) per regular school day. [EDC Section 8483.1(a)(1)]
- 2. The Before School program will establish a reasonable late arrival policy and procedure for students arriving late to the Before School program. This policy should include, at a minimum, a procedure that allows parents to provide written notification that outlines the date range, late arrival time, and reason for the late arrival for their student. [*EDC* Section 8483.1(a)(1)]
- 3. It is the intent of the Legislature that elementary and middle school (or junior high school) students participate in the full day of the program every day during which students participate, except as allowed by the late arrival policy. [EDC Section 8483.1(a)(2)(A)]
- 4. A student who attends less than one-half of the daily program hours cannot be counted for attendance purposes. [*EDC* Section 8483.1(a)(2)(B)]
- 5. To develop an age-appropriate program, for middle or junior high school students, a flexible schedule may be implemented. [*EDC* Section 8483.1(a)(3)]

## After School Supplemental Program

The After School supplemental program will operate at least three (3) hours per school day. [EDC Section 8483(b)]

# Before School Supplemental Program

The Before School supplemental program will operate at least two (2) hours per school day. [EDC Section 8483.1(b)]

# Before and After School Supplemental Program

Programs electing to operate both before and after school supplemental programs for the same students during summer, intersession, or vacation periods must operate a minimum of four and one-half (4  $\frac{1}{2}$ ) hours per day. [EDC Section 8483.2]

## Attendance Requirement

The goal for each District ASES program site is to meet 100% of the daily attendance goals (ADA) based on the grant amount awarded. To ensure that subsequent ASES grant awards will not be adjusted due to insufficient program attendance and performance, District must enforce the grant rules in compliance with California *Education Code* 8483.7(a)(1)(A) which states that "each school that establishes a program pursuant to this article is eligible to receive a three-year after school grant, that shall be awarded in three one-year increments and is subject to semiannual attendance reporting and requirements as described in *EDC* Section 8482.3 once every three years."

CDE is authorized, under *EDC* Section 8483.7 to conduct a review of the program and make grant funding adjustments should ASES program sites fail to maintain specific attendance levels. Specifically,

- 1. Any ASES program that falls below target attendance levels by more than 15% in each of two consecutive years may be adjusted. [*EDC* Section 8483.7(a)(1)(C)(i)]
- 2. Any ASES program located in an area that has a population density of less than 11 persons per square mile, that falls below target attendance levels by more than 35% in each of two consecutive years, may be adjusted. [*EDC* Section 8483.7(a)(1)(C)(ii)]
- 3. Any ASES program that falls below 75% of target attendance levels in any year of the grant may be adjusted. [*EDC* Section 8483.7(a)(1)(D)(i)]
- 4. Any ASES program located in an area that has a population density of less than 11 persons per square mile, that falls below target attendance levels by more than 55% in any year after the initial grant year, will be reviewed by the California Department of Education (CDE) and may be adjusted. [*EDC* Section 8483.7(a)(1)(D)(ii)]

As per California *EDC* Section 8483.7(a)(1)(B), the CDE provides technical support through the System of Support for Expanded Learning (SSEL) to programs experiencing student attendance below minimum requirements.

# **General Program Requirements:**

The intent of the Legislature as enacted is to provide programming that focuses on "developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences" in a program that is physically and emotionally safe with opportunities for relationship building and youth agency. [*EDC* Sections 8482.1(a); 8483.3(c)(3)] To ensure the District develops ASES programming consistent with this intent, the following requirements are in place for FY 2024-2025:

- 1. The District shall identify a qualified District Contact to be the direct liaison between the ASES program and the SDCOE, attending all monthly San Diego Expanded Learning Consortium meetings. For purposes of this document, the term "qualified" describes the District Contact's ability to have access to paths of communication with District Administration to enable the success of their duties and to ensure quality programs that comply with California *EDC* Sections 8482-8484.65 and Assurance 4 of <u>ASES Grant Award Assurances</u>. In this regard, the role of the District Contact includes:
  - a. General program oversight
  - b. Programmatic development
  - c. Compliance responsibility
  - d. Reporting responsibility
- 2. The District shall provide a detailed Program Plan for their overall vision of the ASES Program. The ASES Program Plan shall be a fluid document capturing the changes in programming throughout FY 2024-25 and updated as necessary to provide an accurate reflection of programming. Initial District Program Plan information must be uploaded to Cityspan no later than October 31, 2024.
- 3. The District shall work with program sites to develop an individualized scope and sequence and schedule that aligns with the overall District vision.
- 4. The District shall ensure that each ASES program shall consist of an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social

science, computer training, or science. [*EDC* Section 8482.3(c)(1)(A); Assurance 1 of <u>ASES Grant Award Assurances</u>]

- 5. The District shall ensure that each ASES program shall consist of an educational enrichment element that may include, but not limited to, fine arts, career technical education, recreation, physical fitness and prevention activities. Such activities should be determined based on students' needs and interests. [EDC Section 8482.3(c)(1)(B); Assurance 2 of <u>ASES Grant Award Assurances</u>]
- 6. The District shall ensure that their ASES programs are "planned through a collaborative process that includes parents, youth, and representatives of participating public schools, governmental agencies, such as city and County parks and recreation departments, local law enforcement, community organizations, and the private sector," and that has demonstrated support of the school site principal and staff [*EDC* Section 8482.5(b); Assurances 11 and 26 of <u>ASES Grant Award Assurances</u>]

# Web-Based Attendance and Daily Attendance Accountability Requirements:

The District is required to maintain attendance documentation for the ASES program as follows:

- 1. District ensures that there is an established and continuously refined process for monitoring site-level attendance procedures.
- 2. The District's ASES program must follow the SDCOE attendance collection process to include entering complete student enrollment information, including the State Student Identifier (SSID) number.
- 3. In FY 24/25, Districts receiving ASES funds must implement the *Cityspan Web-based Attendance Tracking System* (www.youthservices.net/sandiego) for daily program attendance entry.
- 4. District shall fully utilize the "Automated Card Scanning" capability for the system. The Cityspan Web-Based Attendance Tracking System will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California EDC Sections 8483(a)(1)(A)(i) and 8483(a)(1)(B) and the intent of the Early Release/Late Arrival policies for students in the ASES program.
- The District shall use the web-based attendance system's card scanning features to ensure that all students are counted for attendance purposes in compliance with *EDC* Sections 8483(a)(1)(A)(i) and 8483(a)(1)(B).
- 6. District will identify and ensure participation by key staff members in professional development provided by the SDCOE for implementation of attendance collection processes and procedures.
- 7. District will ensure that all staff members participating in attendance collection procedures receive training and utilize a unique username/password provided by the SDCOE.

## Staffing Requirements

All ASES program sites are required to comply with the staffing requirements outlined in *EDC* Section 8483.4 and Assurances 32, 33, and 34 of <u>ASES Grant Award Assurances</u>. These include:

- 1. District must "establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who <u>directly supervise</u> pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district."
- 2. Selection of the program site supervisor(s) are subject to the approval of the school site principal.
- 3. All ASES programs must maintain a pupil-to-staff member ratio of no more than 20 to 1. [Assurance 31 of <u>ASES Grant Award Assurances</u>]
- 4. District must certify that all personnel providing services to students are adequately screened including, but not limited to, health screening, including tuberculosis, fingerprint clearance, and any other screening to prevent the assignment of personnel who may pose a threat to the safety and welfare of students.
- 5. District shall be solely responsible for students, staff, and parents accessing services under this Agreement. District certifies that it will provide adequate supervision of the students, parents, staff, trainees and other providers, and that its staff will follow legal guidelines on reporting child abuse/neglect.
- 6. For Districts contracting with third party providers: in accordance with EDC Sections 8483.4(b) and 8483.4(c), the District "shall require the third party to notify the local educational agency by the next working day following, and to submit a written report within seven (7) days of, the occurrence of any health- or safety-related issues, including, but not limited to, issues involving criminal background clearances for employees, building safety, and any event specified in subdivision (c)." Events, as noted previously, include:
  - a. Death of a child from any cause
  - b. Any injury to a child that requires medical treatment
  - c. Any unusual incident or child absence that threatens the physical or emotional health or safety of a child
  - d. Any suspected child abuse or neglect, as defined in Section 11165.6 of the Penal Code
  - e. Epidemic outbreaks
  - f. Poisonings
  - g. Fires or explosions that occur in or on the premises
  - h. Exposure to toxic substances
  - i. An arrest of an employee of the third party
  - j. Any other event as specified by the LEA
- 7. For Districts contracting with third party providers: in accordance with EDC Section 8483.4(d), the District "shall require the third party to request from parents or guardians pupil health information, such as whether a pupil has allergies or asthma, before pupil enrollment. Parents or guardians may provide this information at their discretion and are not required to provide pupil health information in order for the pupil to receive services."
- 8. District must reserve the right to accept or reject the assignment of any personnel and the right to remove him/her from District's premises.
- 9. District must provide evidence during audit or FPM to verify that staff minimum qualifications are met. District acknowledges that, by agreeing to this Memorandum of Agreement, the District waives their right under <u>EDC Section 45274</u> and must provide evidence of minimum qualifications including, but not limited to, examination records, examination scores, and transcripts.

 Staff *must* receive staff training and development. The program may provide three days of staff development during regular program hours using funds from the total grant award. [*EDC* Sections 8483.3(c)(4) and 8483.7(a)(1)(J); Assurances 24 and 36 of <u>ASES Grant</u> <u>Award Assurances</u>]

#### State-Mandated Data and Evaluation Requirements

All Districts must participate in the CDE Expanded Learning Annual Outcomes Evaluation process and the SDCOE's CQGrowth process in accordance with *EDC* Section 8484 and Assurances 6, 29, and 30 of <u>ASES Grant Award Assurances</u>. Specifically,

- 1. District must participate in a statewide evaluation process as determined by the CDE and provide all required information, including state student identifiers.
- 2. District must respond to additional surveys or other methods of data collection that may be required throughout the duration of the program in a timely manner.
- 3. District must annually provide participating pupils' regular school day and program attendance as required by CDE in a timely manner. [Assurance 7 of <u>ASES Grant Award</u> <u>Assurances</u>]
- 4. District must ensure the timely and accurate collection of data required to conduct the ASES program evaluations, including but not limited to, student demographic information. It is highly recommended for District ASES programs to utilize the Cityspan Online Registration system that provides for parent/guardian input of demographic data during the initial enrollment period.
- District must participate in the SDCOE process for Continuous Quality Improvement to include solicitation of feedback, participation in survey requests, and regular attendance at District Contact meetings. For FY 2024-25, the Continuous Quality Improvement theme is communication and collaboration. [Assurance 42 of <u>ASES Grant Award Assurances</u>]
- 6. For FY 2024-25, the District will participate in the ASES CQI process to include:

Quarter 1-2

- Attend the Role of the District/Fiscal Contact meeting
- Attend the Quality Standards for Expanded Learning hosted by the System of Support for Expanded Learning
- Complete the District Program Plan in Cityspan which follows the suggested CDE Program Plan template provided by the SDCOE

Quarter 3-4

- Distribute Stakeholder Surveys (student, parent, administrator, teacher) in March 2025
- Participate in a Data Review Meeting with the SDCOE prior to May 31, 2025 to include:
  - Program site review of available data
  - Discussion of survey results
  - o Identification of preliminary goals for 2025-2026 school year
  - District may be asked to complete additional information related to program quality. This may include:

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- District communication map
- District mission, vision, purpose
- SDCOE FPM Self-Assessment tool

#### Student Reimbursement Rate, Payment, and Program Expenditure Guidelines

- 1. District will distribute allocated funds to participating schools and ensure fiscal accountability in accordance with *EDC* Sections 8482-8484.65. This includes a reimbursement calculation formula that is consistent with CDE guidelines that provide for a rate of \$10.18 per student per day for PM (ASES) reimbursement and a rate of \$6.78 per student per day for AM (Before School) reimbursement.
- 2. District will allow participation of any student of a participating school regardless of their ability to pay, subject to program capacity. [*EDC* Section 8482.6; Assurance 12 of <u>ASES</u> <u>Grant Award Assurances</u>]
- 3. Upon notification of overpayment of the ASES grant in excess of the grant award amount or request for reimbursement of unexpended ASES grant funds by the CDE, the District will be required to return the entire amount of funding in question to the SDCOE in accordance with *EDC* Section 8483.8.
- 4. District will ensure that <u>expenditures shall comply</u> with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, California Education Code.
- 5. Failure to comply with *EDC* Sections 8483.7(a)(1)(B)(i) and 8483.7(a)(1)(C)(i) may result in an adjustment of the ASES grant award during the current fiscal year or in subsequent years of the grant.

## Federal Program Monitoring and Annual Program Audit Guidelines.

- 1. District assumes all fiscal accountability and oversight for program sites and district expenses and will follow all fiscal and auditing standards required by *EDC* Sections 8482.3(f)(5); Assurance 28 of <u>ASES Grant Award Assurances</u>.
- 2. District will provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE relative to the administration of the ASES Grant Requirements per *EDC* Sections 8482-8484.65 and the 2024-25 Guide for Annual Audits of California K-12 Local Education Agencies and State Compliance Reporting
- 3. District will participate in Federal Program Monitoring (FPM) training as conducted by the SDCOE.

## **Budget Restrictions**

 No more than 15% of grant funding may be used for administrative costs (including indirect costs equal to the lesser of 5% of the grant amount or the District approved CDE indirect cost rate). [EDC Sections 8483.9(a)(2); 8483.9(b); Assurances 39 and 40 of <u>ASES</u> <u>Grant Award Assurances</u>]

- 2. Each grantee must expend at least 85% of grant funding directly for pupils. Cost of a program site supervisor may be included as direct services, provided that at least 85% of the site supervisor's time is spent at the program site. [*EDC* Section 8483.9(c); Assurance 41 of <u>ASES Grant Award Assurances</u>]
- 3. Identify and secure Matching Funds/In-Kind Contributions for the ASES program. District is required to submit the 33% Match/In-Kind for FY 2024-25 (based on actual expenditures) via the Cityspan Web-based Attendance and Fiscal Management System by October 31, 2025. No more than 25% of the required local contribution can be facilities or space usage. State categorical funds cannot be used to meet this match requirement [*EDC* Sections 8483.7(a)(6); 8483.75(b); Assurances 37 and 38 of <u>ASES Grant Award Assurances</u>]
- 4. Funds must supplement, not supplant, existing services. Programs cannot use ASES funds to pay for existing levels of service. State categorical funds for remedial education activities cannot be used for local match. [*EDC* Sections 8483.7(b) and 8483.75(b); Assurance 35 of <u>ASES Grant Award Assurances</u>]
- 5. The District maintains a running inventory record for each piece of equipment, with a total acquisition cost of \$500 or more per unit that is purchased with state and/or federal funds. Also, the District must conduct a physical check of the inventory of equipment, at least, every two years and reconcile with inventory records (34 CFR 80.32(d)(2)). District will also be required to report all Inventory Items via the Cityspan Web-based Attendance and Fiscal Management System by October 31, 2025. [*EDC* Section 35168]
- 6. The record describes the acquisition by:
  - a. Type
  - b. Model
  - c. Serial number
  - d. Funding source
  - e. Acquisition date
  - f. Cost
  - g. Location
  - h. Current condition
  - i. Transfer, replacement, or disposition of obsolete or unusable equipment [*EDC* Section 35168; 5 CCR 3946; 34 CFR 80.32(d) (I)]
- 7. District must follow all fiscal and auditing standards required. [*EDC* Section 8482.3(f)(5)] District can be required to provide copies of the following documents to SDCOE:
  - Before and after school ASES Program (EXLP) contracts for ASES subcontracts to provider agencies that operate Before and/or After school ASES Programs.
  - EXLP duty statements and/or job descriptions that are related to the cost that are associated with operating the EXLP.
  - EXLP line item budgets.
  - EXLP time accounting, including time accounting methods.
- 8. The District will be required to submit the 2024-25 85/15 report via the Cityspan Web-Based Attendance and Fiscal Management System no later than October 31, 2025. NOTE: For Program Sites utilizing subcontracted providers, District is responsible and has direct oversight of subcontractor expenses to ensure compliance with 85/15 requirements. SDCOE shall provide a subcontracted services 85/15 template to be

completed by subcontracted providers and incorporated by the District into site-level and District 85/15 reports.

9. District will need prior approval from SDCOE to make a capital expenditure purchase with ASES grant funds of \$5,000 (tax included) or more. Replacement equipment, other capital assets, and improvements which materially increase the value or useful life of equipment, or other capital assets are allowable as a direct cost when approved by the awarding agency. The Federal requirements found in the OMB guidance cited at Title 2, *Code of Federal Regulations (CFR)*, Part 200.439 (Cost Principles for Equipment and other capital expenditures), require a grantee or sub-grantee to obtain prior written approval from its awarding agency before incurring the cost of a capital expenditure. Both the OMB guidance and generally accepted accounting principles identify equipment as a capital expenditure.

## Additional ASES Program Operation Requirements

- Any ASES family fees must be in alignment with EDC Section 8482.6 and <u>ASES Grant</u> <u>Award Assurance 13</u>, specifically "Programs that charge family fees shall waive the cost of these fees for pupils who are eligible for free or reduced-price meals, for a child that is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a), or for a child who the program knows is in foster care. A program that charges family fees shall schedule fees on a sliding scale that considers family income and ability to pay."
- Provide an afterschool snack/meal or before school breakfast meal that conforms to nutrition standards as established by the U.S. Department of Agriculture. It is the intent of the Legislature that ASES programs seek to qualify program sites as approved distribution sites for federally funded after school snacks or meals rather than using core operating funds. [*EDC* Sections 8482.3(d)(1); 8483.1(c); 8483.3(c)(8); 8483.95; Assurance 3 of <u>ASES Grant Award Assurances</u>]
- 3. Provide a safe physical and emotional environment, opportunities for relationship building, and promote active student engagement. [Assurance 23 of <u>ASES Grant Award Assurances</u>]
- 4. Provide opportunities for physical activity. [*EDC* Section 8483.3(c)(7); Assurance 27 of <u>ASES Grant Award Assurances</u>]
- 5. If the site is not located on a school campus, it must align the educational and literacy component of the program with the regular school program. Offsite programs will not be approved unless safe transportation is provided by the District or designee. [*EDC* Section 8484.6; Assurances 14 and 15 of <u>ASES Grant Award Assurances</u>]
- 6. Programs may be conducted on the grounds of a community park, recreational facility, or other site approved by the California Department of Education upon approval [*EDC* Section 8484.6(a); Assurance 43 of <u>ASES Grant Award Assurances</u>]
- 7. Provide notices, reports, statements, and records sent to parents in any primary language other than English if more than 15 percent speak a single primary language other than English. [*EDC* Section 48985(a); Assurance 45 of <u>ASES Grant Award Assurances</u>]
- 8. Communicate and collaborate with the regular school day program ensuring there is demonstrated support of the schoolsite principal and staff that includes regular meetings and understanding of the program goals [*EDC* Sections 8483.3(c)(5) and 8483.3(c)(6); Assurance 25 of <u>ASES Grant Award Assurances</u>]

- 9. Identify, assign, and maintain indoor/outdoor space at participating school sites that are to be utilized by the ASES program.
- 10. Notify the SDCOE in the event the District intends to close or relocate an ASES program school site, either temporarily or permanently.
- 11. Host scheduled technical assistance site visits conducted by staff from the SDCOE and the Children's Initiative.
- 12. Ensure the proper record keeping and documentation of program activities and the timely submission of all required reports.

#### As the official Grantee of Record, the SDCOE will provide the following:

- 1. In coordination with the District, inform statewide ASES efforts impacting San Diego County by working with the California Department of Education, the Governor's Office, the Office of the Secretary of Education, the Department of Finance, the California State Legislature, and the California Advisory Committee on Before and Afterschool ASES Programs.
- 2. In coordination with the District, educate and involve stakeholders and elected officials including: parents, government agencies, community organizations, and the private sector in ASES issues and efforts.
- 3. Serve as the fiscal, technical, and program liaison between the District, school sites, and the California Department of Education regarding the ASES programs.
- 4. Maintain files of MOAs and invoices submitted by implementing districts.
- 5. Establish and maintain master files of ASES participants, funding levels, attendance, expenditures, allocations, and payment transmittals.
- 6. Verify all ASES funding levels and allocations based on official records provided by CDE.
- 7. Ensure the timely collection of all required data and submission of evaluation reports, and incur the associated sub-contracted costs, as negotiated.
- 8. Develop, verify, and obtain appropriate signatures on all required ASES reports for submission to CDE.
- 9. Using information provided by CDE, prepare quarterly, semi-annual, and annual progress reports and submit to CDE by the required deadlines. [Assurance 8 of <u>ASES Grant Award</u> <u>Assurances</u>]
- 10. Provide funding notification and payment distribution to Districts in a timely manner.
- 11. Ensure that SDCOE program goals, as described in the Program Plan submitted as part of the ASES grant application, are met efficiently and effectively through annual review of program goals through CQGrowth processes at the SDCOE, District, and site-level. Documentation of review shall be monitored by the California Department of Education as part of its onsite monitoring process [Assurance 9 and 10 of <u>ASES Grant Award Assurances</u>]
- 12. Ensure that information on fiscal requirements is shared with all partners expediently.
- 13. Share data on program process and outcomes via District Contact meetings and Consortium Steering Committee meetings.
- 14. Convene, in coordination with the District, meetings of ASES stakeholders, as necessary.
- 15. Coordinate any publicity, press releases or media coverage of programs with the District prior to release and distribution.
- 16. Ensure that all staff positions, project materials, or services funded with the SDCOE

consortium fee directly provide and serve the SDCOE's ASES funded before and after school programs.

- 17. Provide training and technical assistance to Districts in San Diego County in excess of those provided through the System of Support for Expanded Learning and the Children's Initiative. [Assurance 24 of <u>ASES Grant Award Assurances</u>]
- 18. Ensure the development and maintenance of a web-based attendance reporting system for use of all consortium members and participating districts.
- 19. Ensure consortium-wide program evaluation and the preparation of California Department of Education required evaluation reports.
- 20. Conduct annual needs assessment and convene task forces for needed areas of program training, technical assistance, products, and support.
- 21. With input from consortium members, develop protocols for site visits, information sharing, advocacy, public relations and marketing activities, and other events impacting ASES programs.
- 22. Provide training and technical assistance in preparation for Federal Program Monitoring (FPM) visits from California Department of Education, and document upload to the CDE Compliance Monitoring Tool (CMT).

# B. TERMS AND CONDITIONS OF GRANT AWARD

- 1. All statutes and regulations applicable to each program under which state funds are made available through this application will be met by the District in its administration of each site program.
- 2. District will make reports to the SDCOE as necessary to enable the SDCOE to perform its duties and will maintain such records and provide access to those records as the SDCOE deems necessary. The District shall maintain such records for at least five (5) years after the completion of the activities for which the funds are used.
- 3. District will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public. (California Public Records Act, Government Code Section 6250 et seq.)
- 4. This grant shall be administered in accordance with the provisions of *EDC* Sections 8482-8484.65. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the state of California.
- 5. The grantee shall use these funds in accordance with the approved application.
- 6. If a program participant receives state funds to operate ASES in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the SDCOE shall reduce any subsequent allocations by the amount equal to the overpayment [*EDC* Section 8483.8]
- 7. If an ASES program site stops program operations, the SDCOE will bill the agency for the amount of the overpayment. If payment is not received within three months of the billing invoice date, any overpayment will be withheld from the next payment to the district.
- 8. District shall submit quarterly expenditure reports and program reports (including evaluation reports) as required.

- 9. FAILURE TO SUBMIT A FINAL EXPENDITURE REPORT BY SEPTEMBER 15, 2025 WILL RESULT IN A BILLING FROM THE CDE FOR THE ENTIRE AMOUNT OF ANY GRANT FUNDS ADVANCED AND POSSIBLE ADJUSTMENT OF ANY SUBSEQUENT YEARS' GRANT (S).
- 10. District shall comply with the General Conditions and District Assurances specified in this MOA.
- 11. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.
- 12. The CDE GRANT NO., FY, PCA, VENDOR NO., and SUFFIX as specified below will be used on all communications:

CDE GRANT NO. 37-24239-10371-EZ FY 24/25: PCA: 24239 VENDOR NO. 10371: SUFFIX NO. EZ

## 2. <u>TERM OF AGREEMENT</u>

According to the terms of the ASES Program (ASES) grant, this Agreement shall be effective from the period commencing July 1, 2024, and ending June 30, 2025, unless sooner terminated by the SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, the District shall return to the SDCOE any and all equipment, documents or materials and all copies made thereof which the District received from the SDCOE or produced for the SDCOE for the purposes of this Agreement.

#### 3. TERMINATION

This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon thirty (30) days' written notice to the District. During said thirty-day period the District shall continue services in accordance with this Agreement. The District shall submit a final expenditure report within 60 days of termination and, upon approval by the SDCOE, the SDCOE shall pay District the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by District to implement the termination.

This Agreement may also be terminated by either party for cause in the event of a material breach of this Agreement, misrepresentation in connection with the formation of this Agreement or the performance of services, or the failure to perform services. Termination for cause shall be effected by delivery of written notice by the non-breaching party. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

The SDCOE may, by written notice to the District, terminate this agreement in whole or in part at any time because of the failure of the District to fulfill its contractual obligations as outlined in this Agreement. Upon receipt of such notice, District shall:

- a) Immediately discontinue all services affected (unless the notice directs otherwise) and
- b) Deliver to the SDCOE all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in

process. Termination of this agreement shall be as of the date of receipt by the District of such notice.

If the termination is due to the failure of the District to fulfill its contractual obligations, SDCOE may take over the services, and complete the services by contract or otherwise. In such a case, the District shall be liable to the SDCOE for any reasonable costs or damages occasioned to SDCOE thereby.

## 4. COMPENSATION AND REIMBURSEMENT

The After School Education and Safety Programs (ASES) are considered direct grants and CDE shall pay grantees (SDCOE) according to the following schedule authorized in *EDC* Section 8482.4:

"The department shall allocate 65 percent of the first-year grant amount no later than 30 days after the grantee submits the grant award acceptance letter to the CDE. Of the remaining 35 percent of the grant, the CDE shall allocate 25 percent or more of the funds within the operational period of the program and may retain up to 10 percent of the total grant until all administrative requirements of the grant have been met."

The SDCOE will retain 3% of grant funds for Countywide program coordination, technical assistance, and program support, as agreed herein and this should not be reported in the district expenditure report.

Program funds will be dispersed to the District based on the reimbursement schedule cited above in *EC* Section 8482.4. The District's annual ASES allocation(s) **shall not exceed <u>\$1,055,308.99</u>** 

District will ONLY report expenditures up to \$1,023,649.72 (97% less 3% SDCOE Administrative fee of \$31,659.27) and will receive up to a total of \$1,023,649.72 if the district expends all their grant allocation and is in compliance with all grant requirements. NOTE: Expenditures should align with attendance collected. District must ensure fiscal accountability based on actual program attendance and expenses.

# **GRANT AMOUNTS MAY BE ADJUSTED** by the CDE at any time for the following reasons:

- Non-operation of program
- Non-operation of a funded grant component
- District's inability to expend the total grant award by the June 30, 2025 final expenditure deadline
- Audit Findings or Program Compliance issues

<u>NOTE:</u> A reduction of grant award or repayment of expended ASES funding due to any of the conditions listed above WILL BE PAID BY DISTRICT.

All payments will be made by SDCOE subsequent to actual receipt of funds from CDE.

## 5. <u>CONFIDENTIAL RELATIONSHIP</u>

SDCOE may from time to time communicate to the District certain information to enable the District to effectively perform the services. District shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. District shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of District, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of District without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to District by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

District shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SDCOE. In its performance hereunder, the District shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

# 6. PUBLIC RECORDS ACT

District acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 7920.000 et seq. The SDCOE acknowledges that the District may submit information that the District considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 7927.500 - 7929.010 and section 7922.000 et seq.). District acknowledges that the SDCOE may submit to the District information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 7927.500 - 7929.010 and section 7922.000 et seq.). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via email and/or by US Mail to the address and email listed within the notices section of this Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

# 7. OWNERSHIP OF DOCUMENTS

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement by or for SDCOE shall be the property of SDCOE and shall be delivered to SDCOE by the District upon demand. Services provided to the SDCOE, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; District's name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the District will remain the exclusive property of the District.

# 8. FUND AVAILABILITY

Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of the District. In the event the funds are not available by operation of law or budget determination, the SDCOE shall have the exclusive right to withhold funding.

# 9. DATA PRIVACY AND PROTECTION

All SDCOE content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service(s) provided by the District pursuant to this Agreement will cease to be retained by the District at the conclusion of this Agreement and will, in fact, be removed from the District's records.

The District will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SDCOE's student and personnel information will not be undertaken without the express, written consent of the SDCOE.

The District certifies it uses and adheres to the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The District will notify the SDCOE within 24 hours of the District discovering an unauthorized access or disclosure of SDCOE data.

The District and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

# 10. <u>NO ASSIGNMENTS</u>

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which the SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

# 11. <u>AUDIT</u>

District agrees to maintain and preserve until five (5) years after termination of the Agreement with the SDCOE and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

# 12. <u>INDEPENDENT DISTRICT</u>

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, District is acting as an independent District and not as an officer, agent, or employee of the SDCOE. Except as the SDCOE may specify in writing, District shall have no authority, express or implied, to act on behalf of the SDCOE in any capacity whatsoever as an agent. District shall have no authority, express or implied, to bind the SDCOE to any obligation whatsoever.

## 13. INSURANCE REQUIREMENTS

The District shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the SDCOE from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Required Amounts of Insurance:

Operations

General Liability Bodily Injury and Comprehensive form - Property Damage Products/Completed \$1,000,000 Amount

Auto Liability

Bodily Injury and Comprehensive form - Property Damage Owned, Non-owned Hired Combined \$1,000,000/\$300,000 Amount

The District shall file, with the SDCOE, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS as an additional insured.

## 14. WORKERS' COMPENSATION

The District shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or District shall sign and file on District letterhead stationery with the SDCOE the following certificate:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake selfinsurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

## 15. <u>TUBERCULOSIS CLEARANCE</u>

District shall certify in writing that District's employees, volunteers, and subcontractors receive clearance for TB. In such cases where the District does not have in-person contact with students, the District shall not be required to obtain TB clearance.

## 16. PUPIL SAFETY / SCHOOL SAFETY ACT

California Education Code Sections 33192, 33195, and 45125 et al., provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice. The District shall comply with all provisions of Education Code section 45125.1 et seq., as applicable to the determination below. The SDCOE Expanded Learning Director has determined that contact (including electronic contact) with pupils may occur under the terms of this Agreement. Fingerprinting and certification will be required by the District. No work may take place until the requirements of Education Code section 45125.1 have been met.

## 17. INDEMNIFICATION

To the fullest extent allowable by law, District agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including District, that arise out of, pertain to, or relate to the District's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. District agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such District's or its agents', employees', contractors', or invitees' performance or obligations under this Agreement. District's obligations under this Section apply whether or not there is concurrent negligence on SDCOE's part, but to the extent required by law, excluding liability due to SDCOE's conduct. SDCOE shall have the right to select its legal counsel at District's expense, subject to District's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for District or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

## 18. <u>TOBACCO-FREE FACILITY</u>

The SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of or within SDCOE property.

## 19. <u>NOTICES</u>

All notices, legal or otherwise, shall be provided as follows:

SDCOE:Liza Flowers<br/>Director, Expanded Learning<br/>800 National City Boulevard<br/>National City, CA 91950<br/>858-298-2079<br/>liza.flowers@sdcoe.netWith a copy to: Deputy Superintendent/Chief Business Officer<br/>SDCOE Legal Services<br/>6401 Linda Vista Rd<br/>San Diego, CA 92111

DISTRICT: Luis Ramos Director of Educational Services 4350 Otay Mesa Rd. San Diego, CA 92173 619-428-4776 x 3071 Luis.ramos@sysdschools.org

## 20. <u>AMENDMENT</u>

No oral or other agreements or understandings shall be effective to modify or alter the written terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the District.

### 21. GOVERNING LAW/VENUE

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. The venue shall be with the appropriate state or federal court located in San Diego County.

## 22. MEDIATION

In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days. If there can be no such agreement, each party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion, unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

## 23. <u>COMPLIANCE WITH LAW</u>

District shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination requirements.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, the District and any subcontractor(s) shall comply with all applicable rules and regulations to which SDCOE is bound by the terms of such fiscal assistance program.

## 24. DEBARMENT, SUSPENSION OR INELIGIBILITY CLAUSE

By signing this Agreement, the District certifies that the District, and any of its principles and/or subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
- ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. District certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

## 25. AUTHORIZATION TO PERFORM SERVICES

District is not authorized to perform services or incur costs under this agreement until executed by both the District and approved by signature of the SDCOE Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

### 26. COUNTERPARTS

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

### 27. SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

### 28. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

By signing this Memorandum of Agreement below, I certify that I have the authority to sign on behalf of the **San Ysidro Elementary**. I also certify that I have read this Memorandum of Agreement in its entirety, including all <u>California Education Code</u> citations and <u>ASES Grant Award Assurances</u>, as provided.

Initial:

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

## SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

SAN YSIDRO ELEMENTARY

By (Authorized Signature)

Michael Simonson Name (Type or Print)

Date

Deputy Superintendent, Chief Business Officer Title By (Authorized Signature)

Marilyn Adrianzen Name (Type or Print)

Chief Business Official Title

Date

**Board approved:** 

## Grant Export Report (RNT) (Fiscal Year 2024-2025)

Grant Definition	Grant Number	CDS Code	District	School	Component	Amount Awarded
ASES 241	37-24239-1037-EZ	37683796089007	San Ysidro Elementary	La Mirada Elementary	Elementary After School Base	152,612.13
ASES 241	37-24239-1037-EZ	37683796089007	San Ysidro Elementary	La Mirada Elementary	Elementary Before School Base	20,273.86
ASES 241	37-24239-1037-EZ	37683796089007	San Ysidro Elementary	La Mirada Elementary	Elementary Before School Supplemental	2,207.25
ASES 241	37-24239-1037-EZ	37683796119341	San Ysidro Elementary	Ocean View Hills	Elementary After School Base	154,151.79
ASES 241	37-24239-1037-EZ	37683796119341	San Ysidro Elementary	Ocean View Hills	Elementary Before School Base	14,074.23
ASES 241	37-24239-1037-EZ	37683796119341	San Ysidro Elementary	Ocean View Hills	Elementary Before School Supplemental	1,600.50
ASES 241	37-24239-1037-EZ	37683796098453	San Ysidro Elementary	San Ysidro Middle	Middle School After School Base	51,280.27
ASES 241	37-24239-1037-EZ	37683796098453	San Ysidro Elementary	San Ysidro Middle	Middle School Before School Base	5,632.54
ASES 241	37-24239-1037-EZ	37683796085146	San Ysidro Elementary	Smythe Elementary	Elementary After School Base	152,612.13
ASES 241	37-24239-1037-EZ	37683796085146	San Ysidro Elementary	Smythe Elementary	Elementary Before School Base	23,868.53
ASES 241	37-24239-1037-EZ	37683796085146	San Ysidro Elementary	Smythe Elementary	Elementary Before School Supplemental	1,089.97
ASES 241	37-24239-1037-EZ	37683796093264	San Ysidro Elementary	Sunset Elementary	Elementary After School Base	152,612.13
ASES 241	37-24239-1037-EZ	37683796093264	San Ysidro Elementary	Sunset Elementary	Elementary Before School Base	29,797.39
ASES 241	37-24239-1037-EZ	37683790137737	San Ysidro Elementary	Vista Del Mar	Middle School Before School Supplemental	249.78
ASES 241	37-24239-1037-EZ	37683790137737	San Ysidro Elementary	Vista Del Mar	Middle School After School Base	89,454.36
ASES 241	37-24239-1037-EZ	37683790137737	San Ysidro Elementary	Vista Del Mar	Middle School Before School Base	14,074.23
ASES 241	37-24239-1037-EZ	37683790123000	San Ysidro Elementary	Willow Elementary	Elementary After School Base	152,612.13
ASES 241	37-24239-1037-EZ	37683790123000	San Ysidro Elementary	Willow Elementary	Elementary Before School Base	36,138.55
ASES 241	37-24239-1037-EZ	37683790123000	San Ysidro Elementary	Willow Elementary	Elementary Before School Supplemental	967.22
					Total Grant Award	1,055,308.99
					Admin Fee (3.00%)	31,659.27
					Grant Award, Less Admin Fee (3.00%)	1,023,649.72

## SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** February 6, 2025

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

## FROM:

Manuel Bojorquez, Assistant Superintendent of Educational Leadership and Pupil Services □ Informational ⊠ Action

# AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH SBCS CORPORATION FOR CHILDREN'S OUTPATIENT CLINIC SERVICE

## **BACKGROUND INFORMATION:**

SBCS Corporation will be working together with the San Ysidro School District. SBCS will act as the lead agency for administration, fiscal management, and evaluation of SBCS Children's Mental Health program, a certified Full-Service Partnership Program. It will provide diagnostic and treatment services for eligible children, including assessment, treatment planning, individual therapy, family therapy, crisis intervention, case management, and medication support.

Services will be provided for children who meet eligibility requirements. Services will be offered at SBCS clinics or on a limited and case-by-case basis in a community, home setting or school. This agreement is effective from January 1, 2025 through June 30, 2025 and shall have the option to extend for a total of 4 years, not to exceed June 30, 2029.

## **RECOMMENDATION:**

Approve the Memorandum of Understanding with SBCS Corporation to provide Children's Outpatient Clinic Service during school year 2024-25 at no cost to the District.

## LCAP GOAL AND ACTION/SERVICE:

Goal #2 - Action 2.5 *Mental Health Supports* - We will hire additional staff to support social and emotional well-being through a multi-tiered system that provides universal social and emotional learning access.

□ Renewal	🛛 New	□ Amendment	□ Ratify	□ Other		
Financial Impl	lications?	Are funds for th	is item avai	ilable in the 2024-2025	Budget?	Requisition #
□Yes	🛛 No	□Yes	□ No			
N/A	1		N/A	A		
(Amou	int)	(Name of	funding sou	rce and/or location)		

Recommended for:  $\square$  Approval  $\square$  Denial Certification Requested  $\square$  Yes  $\square$  No

## MEMORANDUM OF UNDERSTANDING



This represents an agreement between **SBCS Corporation (SBCS)** and **San Ysidro School District** (**SYSD**). SBCS and SYSD intend to work together to provide support services to the local community.

SBCS and SYSD intend to collaborate on the provision of services as described herein.

#### I. Services to be Provided

#### **SBCS** Corporation agrees to:

- 1. Act as the lead agency for administration, fiscal management and evaluation of SBCS Children's Mental Health program, a certified Full-Service Partnership program.
- 2. Provide a full range of diagnostic and treatment services for eligible children including assessment, treatment planning, individual therapy, family therapy, crisis intervention, case management and medication support.
- 3. Process referrals from the SYSD for eligible children. To be eligible for services, children must be 5 21 years old, have full scope Medi-Cal, have a mental health diagnosis, and must have a significant impairment in an important area of life functioning. Referrals shall be emailed or faxed to SBCS and SBCS will notify SYSD of the receipt of the referral within 3 business days via email.
- 4. Services will be offered at SBCS clinic or on a limited and case by case basis in a community or home setting.
- 5. With the parent/legal guardian's consent, services may be provided at the client's school as predesignated and pre-approved on SBCS contract with County Behavioral Health contracted schools include all seven (7) SYSD school sites.
- 6. Provide and share information with SYSD as a means to support youth/family participation, engagement and progress under HIPAA and Confidentiality guidelines.
- 7. Participate in school and /or district meets as requested.
- 8. Provide education to district staff that assist the schools in understanding the target population eligible for services.
- 9. Coordinate with the district to identify eligible children most in need of services Work with school personnel to engage and support youth and their families and provide outreach at schools.
- 10. Maintain regular communication with district representative on waitlist times, regional and school needs an program updates.
- 11. Maintain regular communication with SYSD Director regarding individual student needs and concerns, ensuring optimal collaboration.

### San Ysidro School District agrees to:

- 1. Provide referrals to SBCS' San Ysidro Children's Outpatient Clinic.
- 2. Provide SBCS program staff with appropriate office space at client's school to provide services on County contracted school campuses to students and their families.
- 3. Provide and share information with SBCS as a means to support youth/family participation and progress and HIPAA guidelines.
- 4. Participate in SBCS meetings as requested.
- 5. Maintain regular communication with SBCS Program Director regarding needs, ensuring optimal collaboration.
- 6. Assist SBCS in coordinating in-service training and meetings with district staff as necessary.

### II. Duration of the agreement

This agreement is effective from the date it is signed by both parties and is effective during the period commencing 1/1/2025 through 6/30/2025 and shall have the option to extend the term of this agreement for four (4) increments of one (1) year, for a total of four (4) years beyond the expiration of the initial term, not to exceed June 30, 2029. This option shall be automatically exercised unless either party

## MEMORANDUM OF UNDERSTANDING



expresses, in writing, not less than thirty (30) days prior to an Option Period that they do not intend to extend the agreement.

## III. Confidentiality and Privacy Laws

The parties acknowledge that their staff may acquire information from a variety of sources concerning or belonging to the other party including information regarding pupil records but only to the extent that such sharing does not violate applicable statues, or ethical standards and requirements. Such confidential information includes but is not limited to all proprietary information of a party, including all information regarding its trade secrets, copyrighted materials, business plans and affairs, research, services, marketing strategies, financial condition, personnel, clients and donors, which has not been disclosed to the public by a duly authorized representative of a party. Each party agrees to maintain the confidential information. Each party to this MOU also agrees that it will not directly or indirectly use or disclose any such information during or after the term of this MOU to any persons or entities, unless such persons or entities are expressly authorized by duly authorized representatives of the disclosing party to receive such information.

Notwithstanding any provisions to the contrary contained in this MOU, the parties to the extent applicable, shall hold Personal Health Information in accordance with the provisions of the Health Insurance Portability and Accountability Act of 1996, its amendments, and any regulations promulgated thereunder ("HIPAA"); (ii) shall hold student educational records in accordance with the provisions of the Federal Education Rights and Privacy Act of 1974, its amendments, and any regulations promulgated thereunder; and (iii) shall comply with the requirements of any other federal and state laws, statutes, rules and regulations relating to the privacy and treatment of Student Confidential Information.

The parties shall also assure compliance with the Every Student Succeeds Act (ESSA) in implementing the coordinated services as described in the MOU.

### IV. Indemnification

**SYSD** shall indemnify, defend, and hold harmless **SBCS**, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of **SYSD**, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. **SYSD** shall have no obligation to indemnify, defend, or hold harmless **SBCS**, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for **SBCS** negligence or willful misconduct.

**SBCS** shall indemnify, defend, and hold harmless **SYSD**, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of **SBCS**, its employees, agents, subcontractors, independent contractors, consultants, or other representatives. **SBCS** shall have no obligation to indemnify, defend, or hold harmless **SYSD**, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for **SYSD** negligence or willful misconduct.

In the event of claims arising out of the concurrent acts or omissions of both SBCS and SYSD, the parties agree to be responsible for and to hold the other party harmless from any judgment or payment attributed to it by judgment, settlement agreement, or other award. Where a trial verdict or arbitration award allocates





or determines the comparative fault of the parties, or where the parties agree to a settlement determining the comparative fault of the parties, SBCS and SYSD may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.

This Section IV shall survive the termination of this MOU, and is in addition to any other rights or remedies that **SBCS** or **SYSD** may have under the law or this MOU.

#### V. Insurance

**Each party** shall maintain public liability and property damage insurance to protect them and **each other** from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this MOU. The minimum amounts of such insurance shall be as hereinafter set forth.

Type of Insurance:	Amount of Insurance:
Commercial General Liability	\$2,000,000 per occurrence \$4,000,000 general aggregate
Auto Liability for owned and non-owned vehicles Auto Liability only applies to agreements that have transportation requirements as part of their contract objectives	\$1,000,000 per occurrence
Improper Sexual Conduct	\$1,000,000 per occurrence \$2,000,000 general aggregate

Workers' Compensation will be in conformance with the laws of State of California and applicable federal laws. Each party shall furnish proof of insurance coverage to the other at the commencement of this MOU and upon request. Each party shall provide to the other Certificates of Insurance indicating a thirty-day (30) cancellation notice.

#### VI. Value of Services

No money or other consideration shall be transferred between the parties.

#### VII. Non-Discrimination

The parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, or participant for services provided under this MOU because of race, color, age, religion, sex, national origin, disability, political affiliation or belief, or any other legally protected category and for beneficiaries only, citizenship or participation in programs for which they meet eligibility.

### VIII. Contact Information

The contact information listed below shall be the contact information for the notice requirements under this MOU.



## MEMORANDUM OF UNDERSTANDING

c/o: Stacey Musso Department Director 430 F Street Chula Vista, CA 91910 <u>smusso@csbcs.org</u>

## IX. Locations

The services will be provided to the locations of **SYSD** listed below. All personal property of each party that is brought to the location in order to fulfill any of its obligations under this MOU shall remain the personal property of such party.

San Ysidro School District (SYSD)
La Mirada Elementary
Ocean View Elementary
Smythe Elementary
Sunset Elementary
Willow Elementary
Vista Del Mar
San Ysidro Middle

### X. Independent Contractor

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this MOU, **SBCS** is acting as an independent contractor and not as an officer, agent, or employee of the **SYSD**. This MOU shall in no way or manner create an employer-employee relationship. **SYSD** and **SBCS** certify that **SBCS** is free from the control and direction of **SYSD** in connection with the performance of the coordinated services, and **SBCS** is performing such work outside the usual course of **SYSD** business, and **SBCS** is engaged in independently established community services or operation of the same nature as the services being performed with more participating partners than just **SYSD**.

### XI. Governing Law/Venue San Diego

In the event of litigation, this MOU and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

### XII. Successors and Assigns / Assignment

Except as otherwise specifically provided herein, all of the terms, provisions and obligations of this MOU shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs,



## MEMORANDUM OF UNDERSTANDING

representatives, successors and assigns. This MOU may not be assigned by either party without the express written consent of the other.

#### XIII. Termination

This agreement terminates when the funding for the project ends or either party may terminate this agreement by providing written notice of not less than thirty (30) days to the other party.

**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**SBCS Corporation,** a California nonprofit, public benefit corporation Federal Tax ID Number: <u>95-2693142</u>

By:

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

Kathryn Lembo President and Chief Executive Officer 430 F Street Chula Vista, CA 91910

San Ysidro School District

Signature:

Date:

Marilyn Adrianzen Chief Business Official

Board approved: \_\_\_\_\_

## SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

### TO: Governing Board BOARD MEETING DATE: February 6, 2025

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

## FROM:

Special Education Department Oscar Madera, Director

	Informational
$\overline{\triangleleft}$	Action

## AGENDA ITEM: AGREEMENT WITH COVELO GROUP, INC

## **BACKGROUND INFORMATION:**

Covelo Group, Inc, a non-public agency, will be providing the following services on a temporary basis to a growing population of students with special needs in the district as indicated in their Individualized Education Program (IEP), and to meet the State and Federal compliance guidelines:

Cost implications:

Instructional Aide (IA): \$30.32/hour Para Educator: \$30.32/hour Para Educator (floater): \$33.00/hour Special Education Teacher: \$95.00/hour

## **RECOMMENDATION:**

Approve/Ratify the agreement with Covelo Group, Inc. to provide special education services on a temporary basis for students with special needs during the 2024-25 school year. Cost implications will be paid from the General fund.

## LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.1 - Conduct data analysis and needs assessment utilizing performance data, attendance rates, and behavioral indicators to conduct a comprehensive needs assessment across schools and grade levels. This will identify areas of need and prioritize interventions that will support student achievement, reduce achievement gaps, and promote student engagement. Then, staff resources should be aligned with identified areas of need to ensure equitable distribution and strategic deployment to support student success

🗌 Renewal 🛛 🛛	New	Amendment	🛛 Ratify 🗌	] Other			
Financial Implicati	ons?	Are funds for t	his item available	e in the 2024-2025 Budge	et?		Requisition #
🛛 Yes 🗌 N	o	🛛 Yes	🗌 No				
TBD (Amount)		(Name of	General Fur funding source an				
Recommended	d for:	Approval	Denial	Certification Req	uested	] Yes	No

4350 Otay Mesa Road, San Ysidro, CA 92173

## PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this <u>7<sup>th</sup></u> day of <u>February 2025</u>, by and between the San Ysidro School District, hereinafter called the "District", and

Covelo Group Inc. Company/Consultant

5757 Wilshire Blvd Ste 401, Los Angeles, CA 90036 Address

hereinafter referred to as "Consultant."

#### 1 SCOPE AND TERMS

#### 1.1 SCOPE OF SERVICES

<u>Scope of Services</u>. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as *Exhibit "A"* and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

<u>Compliance with Law</u>. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

<u>Licenses</u>, <u>Permits</u>, <u>Fees and Assessments</u>. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From:	January 27, 2025	То	June 30, 2025
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The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

#### 2 FEES AND PAYMENTS

#### 2.1 FEES

District shall pay Consultant for the specified services as reflected on *Exhibit A* during this contract term.

949-877-4533 Telephone Number

www.covelogroup.com Website

4350 Otay Mesa Road, San Ysidro, CA 92173

#### 2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

#### 3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

#### 4 RESPONSIBLIITIES OF CONSULTANT

#### 4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

#### 4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

#### 4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

#### 4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4350 Otay Mesa Road, San Ysidro, CA 92173

4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

#### 4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) <u>Time for Compliance</u>. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) <u>Minimum Requirements and Limits</u>. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

- Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be \$2,000,000 the required occurrence limit.
- 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation (Employer's Insurance if applicable): as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
- Professional Liability (Errors and Omissions): Insurance appropriates to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. (If applicable – see footnote next page) District waives \_\_\_\_\_
- Improper Sexual Conduct: \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. District waives \_\_\_\_\_
- 6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees. **District waives**

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If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

#### Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

#### Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

#### Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

#### Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

<u>Claims Made Policies (note – should be applicable only to professional liability, see below)</u> If any of the required policies provide claims-made coverage:

- 1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of work.

#### Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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#### 5 GENERAL PROVISIONS

#### 5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

#### 5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

#### 5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination. Upon the District's request and authorization, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

#### 5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that

Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.
(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

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Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

#### 5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

#### 5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

#### 5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees.

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#### 5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

#### 5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

#### 5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

#### 5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer, or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

#### 5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (Please complete attached School Safety Certification Form. Attachment 1)

Per Ed Code 49406 and Assembly Bill 1667, the District requires Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff. **District is waiving this requirement** \_\_\_\_\_\_.

#### 5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

#### 5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	Covelo Group, Inc
Name:	Vanessa Caldwell
Title:	Director of Educational Services
Address:	5757 Wilshire Blvd Ste 401
City/State/Zip Code:	Los Angeles, CA 90036
Telephone:	949-877-4533
Email:	vcaldwell@covelogroup.com

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DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

#### 6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment or Exhibit to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

#### 7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

## CONSULTANT

## DISTRICT

Covelo Group, Inc	San Ysidro School District
Firm Name	Firm Name
m	
Signature of Authorized Agent	Signature
Bamidele Fajinmi	Marilyn Adrianzen, Chief Business Official
Print Name, Title	Print Name, Title
January 17, 2025	
Date:	Date
	Board Approved:
	Revised 2024

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#### SCHOOL SAFETY CERTIFICATION FORM

#### CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c) Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state**.

<u>BF</u> (*Initial*) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

<u>BF</u> (*Initial*) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

<u>BF</u> (*Initial*) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

<u>BF</u> (Initial) Consultant certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

<u>BF</u> (*Initial*) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

<u>BF</u> (*Initial*) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

<u>BF</u> (*Initial*) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employeesindividuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: Covelo Group, Inc.

Name/title of authorized representative (Print) Bamidele Fajinmi

Signature

Date January 17, 2025

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## EXHIBIT A

#### SCOPE OF WORK AND FEES



#### Covelo Group Staffing Rates - San Ysidro School District

**Rates**. Charges will be based on the following hourly rate schedule effective as of the starting date of this agreement's term. For the convenience of the parties, changes in rates may be made during the course of performance by mutual agreement of both parties in writing.

SERVICE	RATE (per hour)
Teachers & Classro	om Support Staff
XXXXXXXXXXXXXXXXXX	XXXX
Instructional Aide (IA)	\$30.32
Para Educator	\$30.32
Para Educator (floater)	\$33
SPED Teacher	\$95

## SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO:	Governing Board	<b>BOARD MEETING DATE:</b> February 6, 2025

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

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

	Informational
$\overline{\mathbf{X}}$	Action

## AGENDA ITEM: AGREEMENT WITH LEARNING FOR ALL

## **BACKGROUND INFORMATION:**

Learning for All specializes in Dyslexia Initiative Program working with students who are challenged by learning differences using a personalized, multi-sensory approach that helps students develop new neural pathways for learning.

Learning for All provides Functional Screening, Educational Evaluation, and one-on-one sessions for students with specific learning disability.

Cost Implications:

- Functional Screening: \$699 per screening
- Educational Evaluation: \$899 per evaluation
- Individual Clinical Session: up to \$155 per session

## **RECOMMENDATION:**

Approve/Ratify the agreement with Learning for All for the 2024-2025 school year to provide Functional Screening and Educational Evaluation for students with special needs. Cost implications will be paid from the Special Education fund.

## LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - Enhance student achievement across all demographics, mainly focusing on accelerating learning for English learners and students with disabilities.

🗌 Renewal 🛛 New	Amendment 🛛 Ratify 🗌 Other	
Financial Implications?	Are funds for this item available in the 2024-2025 Budget?	Requisition #
🛛 Yes 🗌 No	🖾 Yes 🗌 No	
TBD (Amount)	(Name of funding source and/or location)	
Recommended for	: Approval Denial Certification Requested	Yes No

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## **PROFESSIONAL SERVICES AGREEMENT**

This agreement is made and entered into this <u>24<sup>th</sup></u> day of <u>January</u>, <u>2025</u>, by and between the San Ysidro School District, hereinafter called the "District", and

Learning for All LLC Company/Consultant

9636 Tierra Grande St. Suite 205, San Diego, CA 92126 Address

hereinafter referred to as "Consultant."

#### 1 SCOPE AND TERMS

#### 1.1 SCOPE OF SERVICES

<u>Scope of Services</u>. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as *Exhibit "A"* and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

<u>Compliance with Law</u>. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

<u>Licenses</u>, <u>Permits</u>, <u>Fees and Assessments</u>. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

**1.2 TERM** 

From: <u>January 2, 2025</u> To <u>June 30, 2025</u>

The Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

#### 2 FEES AND PAYMENTS

#### 2.1 FEES

District shall pay Consultant for the specified services as reflected on *Exhibit A* during this contract term.

619-494-5161 Telephone Number

www.learningforallsd.com Website

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#### 2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed, and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within 30-days of receipt of an acceptable invoice from Consultant.

#### 3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

#### 4 RESPONSIBLIITIES OF CONSULTANT

#### 4.1 ORGANIZATION

Consultant shall assign a Company Contact as Project Manager. The Project manager shall not be removed from the Project or reassigned without the prior written consent of District, which consent shall not be unreasonably withheld. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement.

#### 4.2 COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District staff, consultants and other staff at all reasonable times.

#### 4.3 STANDARD OF CARE:

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

#### 4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

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4.5 LAWS AND REGULATIONS

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

#### 4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

4.7 INSURANCE – Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) <u>Time for Compliance</u>. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) <u>Minimum Requirements and Limits</u>. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

- Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be \$2,000,000 the required occurrence limit.
- 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation (Employer's Insurance if applicable): as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
- 4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. (*If applicable see footnote next page*) **District waives**
- Improper Sexual Conduct: \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability. District waives \_\_\_\_\_
- 6. Cyber Security Liability: Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.
  District waives \_\_\_\_\_\_

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If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

#### Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Consultant's/SubConsultant's/Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

#### Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

#### Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

#### Waiver of Subrogation

Consultant/SubConsultant/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

#### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

<u>Claims Made Policies (note – should be applicable only to professional liability, see below)</u> If any of the required policies provide claims-made coverage:

- 1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of work.

#### Verification of Coverage

Consultant/SubConsultant/Subcontractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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#### 5 GENERAL PROVISIONS

#### 5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(2) Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

#### 5.2 SUSPENSION OF SERVICES

The District may, in its sole discretion, suspend all or any part of Services provided hereunder with cost to date of suspension. Consultant may not suspend its services without District's express written consent.

#### 5.3 TERMINATION OF AGREEMENT

(1) Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(2) Consultant's Termination for Cause. This Agreement may be terminated by the Consultant at any time and without cause upon thirty (30) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a detailed description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Consultant shall be compensated for services completed to the date of termination, together with compensation for such approved Additional Services performed after termination which are authorized by the District to conclude the work performed to the date of termination, Consultant shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

(3) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

#### 5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that

Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.
(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

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Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Consultant to ensure compliance with FERPA.
- Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

#### 5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

#### 5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third-party fees.

#### 5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees.

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#### 5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

#### 5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

#### 5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

#### 5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer, or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

#### 5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (Please complete attached School Safety Certification Form. Attachment 1)

Per Ed Code 49406 and Assembly Bill 1667, the District requires Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office. This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District staff. **District is waiving this requirement** \_\_\_\_\_.

#### 5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCOHOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

#### 5.14 NOTICES / CONTACT INFORMATION

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	Learning for All: Educational Therapy and Cognitive Development
Name:	Lesley Coe
Title:	Program Director
Address:	3575 Kenyon St. #102
City/State/Zip Code:	San Diego, CA 92110
Telephone:	619-494-5161 x709
Email:	lesley@learningforallsd.com

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DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Oscar Madera
Title:	Chief Business Official	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Oscar.madera@sysdschools.org

#### 6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment or Exhibit to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

#### 7 WARRANTY OF AUTHORITY:

Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

CONSULTANT	DISTRICT
Learning for All LLC	San Ysidro School District
Firm Name Lesley Coe	Firm Name
Signature of Authorized Agent	Signature
Lesley Coe, Program Director	Marilyn Adrianzen, Chief Business Official
Print Name, Title January 9, 2025	Print Name, Title
Date:	Date
	Board Approved:

Revised 2024

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#### SCHOOL SAFETY CERTIFICATION FORM

#### CERTIFICATION PURSUANT TO EDUCATION CODE ECTION 45125.1 and Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c) Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, Contractor/Consultant's employees and/or subconsultants/subcontractors may have potential contact with pupils, minors and/or persons in an incapacitated state.

(Initial) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

(Initial) Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

(Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

(Initial) Consultant certifies and agrees that services provided during the term of this agreement will be supervised by school certificated staff and/or a parent or legal guardian must be present during each contact with pupils (visit, treatment, evaluation, therapy, etc.)

(Initial) Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

(Initial) Per Ed Code 49406 and Assembly Bill 1667, the District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils.

(Initial) Consultant's individuals/employees and/or Subconsultants/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Consultant's employees/individuals and/or Subconsultants/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Consultant's and Subconsultant's/Subcontractor's employeesindividuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

#### Company Name: Learning for All LLC

Name/title of authorized representative (Print) Lesley Coe, Program Director

Signature \_\_\_\_\_\_ Lesley Coe

\_\_\_\_\_Date January 9, 2025

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## <u>EXHIBIT A</u>

#### SCOPE OF WORK AND FEES

Learning for All: Educational Therapy and Cognitive Enrichment Services:

We require one of our screening assessments for any learner who is starting with us, which also includes a report that is used as their individualized learning plan. There are two types, depending on the age, student needs, and prior testing.

Functional Screening - \$699 Educational Evaluation - \$899

Neither of these assessments provides a formal diagnosis, that type of testing is through a clinical psychologist or neurologist.

Individualized Clinical Sessions range from \$130-\$155, depending on the learning plan and recommendations from the screening.

## SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO:	Governing Board	<b>BOARD MEETING DATE:</b> February 6, 2025
<b>X 7 X</b> A		

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

## FROM:

Special Education Department Oscar Madera, Director

	Informational
$\square$	Action

# AGENDA ITEM: AMENDMENT NO. 1 TO THE ALLIANCE FOR AFRICAN ASSISTANCE AGREEMENT

## **BACKGROUND INFORMATION:**

Under 34 CFR §300.322(e), the public agency must take whatever action is necessary to ensure that the parent understands the proceedings of the IEP Team meeting, including arranging for an interpreter for parents with deafness or whose native language is other than English. Additionally, IDEA requires that certain notices to parents be provided in the parent's native language unless it is not feasible. See 20 U.S.C. 1415(b)(4) (prior written notice); 20 U.S.C. 1415(d)(2) (procedural safeguards notice); see also 34 CFR §300.503(c) (notice in understandable language). Instead, under Title VI and the EEOA, state educational agencies, and school districts are responsible for providing Limited English Proficient (LEP) parents of children with disabilities meaningful access through timely and complete translation and oral interpretation.

Alliance for African Assistance, an agency that provides interpretation and translation in different languages, will interpret at the IEP meetings and translate special education records into other languages.

This Amendment is to include services of translation of documents. The cost implication for the additional services described above will be \$0.18 per English word.

## **RECOMMENDATION:**

Approve/Ratify Amendment No. 1 to the Alliance for African Assistance Agreement for the 2024-25 school year to provide interpretation/ translation in different languages and documents. The cost implications will be paid from the General fund.

## LCAP GOAL AND ACTION/SERVICE:

Goal 3: Parent Engagement, Item 5.5: Interpreters to provide translation/interpretation services throughout the district.

🗌 Renewal	🛛 New	Amendment Ratify Other	
Financial Imp	plications?	Are funds for this item available in the 2024-2025 Budget? Requisition #	
🛛 Yes	🗌 No	X Yes No	
\$30,00 (Amo		General Fund (Name of funding source and/or location)	
Recomme	ended for:	Approval Denial Certification Requested Yes No	

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## **AMENDMENT NO. 1**

The Professional Services Agreement between San Ysidro School District (District) and Alliance for African Assistance (Consultant) was entered on August 9, 2024, to provide interpretation and translation in different languages, will interpret at the IEP meetings and translate special education records into other languages.

Amendment No. 1 - The following sections are being amended.

- <u>EXHIBIT A</u>: Add the following to the Scope of Work.
  - Adding Service Translation of Documents
- <u>SECTION 2.1 FEES</u>: The cost implication for the additional services described above will be \$0.18 per English word. (See attachment). Total cost to be determined

All other Terms and Conditions of the Agreement dated August 9, 2024, remain the same.

The District and Consultant, each of the parties signing this Amendment warrants to the other that he or she has the full authority to sign on behalf of the Party which his or her signature is made.

Alliance with African Assistance
Firm Name
AMAN
Signature of Authorized Agent

Walter Lam, President & CEO Print Name, Title

San Ysidro School District Firm Name

Signature

Marilyn Adrianzen, Chief Business Official Print Name, Title

Date

**Board Approved/Ratified** 

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173



5952 El Cajon Blvd. San Diego, CA 92115 619.286.9052 languages@alliance-for-africa.org www.globalvillagelanguage.com

# **About Our Services**

For most limited English proficient and deaf or hard of hearing individuals, an on-site interpreter is the ideal choice for effective communication. We work hard to provide the most personalized service possible to our clients, tailoring our services to your needs.

With our decades of experience in serving limited English proficient individuals with their language and culture needs, we know what it's like to need an interpreter on short notice. Our scheduling staff is trained to efficiently assist with late requests and changes, and we pride ourselves on the ability to meet nearly every request that comes to us without 24 hours notice.

When an in-person interpreter is not available our Video Remote Interpreting (VRI) or Phone Interpreting services offer an affordable solution to continue meeting the demands of our LEP community.

Pricing

# **Document Translation**

Most jobs cost \$0.18 per English word, although rates may vary depending on the language and the translator's availability. Specific projects will be quoted individually. Language, technicality of vocabulary, formatting needs, and timeframe can all affect pricing.

The turnaround time of a project is dependent on the length and difficulty of vocabulary. We work with customers to meet their deadlines, and always give a time quote with the price quote before beginning a project. Single page documents typically have a one day turnaround. If you are working under a tight deadline, we can employ two translators to work together on the project. We will work around the clock to get you your translated documents on time.

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:**Governing Board**BOARD MEETING DATE:** February 6, 2025

VIA: Gina A. Potter, Ed.D. Superintendent **FROM:** Jose F. Iniguez, Ed.D. Assistant Superintendent of Admin. Leadership, School Support & Safety

□ Informational ⊠ Action

# AGENDA ITEM: CUPCCAA AGREEMENT WITH KONE, INC.

# **BACKGROUND INFORMATION:**

This agenda item is intended to allow the Board to consider the potential approval and/or ratification of construction contracts in accordance with applicable law and District policy. The District previously adopted the California Uniform Public Construction Cost Accounting Act ("CUPCCAA") procedure for one of its approved procurement and award processes of public works construction project contracts as authorized by Public Contract Code section 22000 et. seq. The CUPCCAA process sets forth the statutorily required procedures for soliciting and procuring such construction contracts with projects under \$60k requiring only informal solicitation/quote process, contracts from \$60K to \$200K to be awarded via an informal competitive bid process.

The wheelchair lift located at Willow School is in need of repairs. Kone will provide the following:

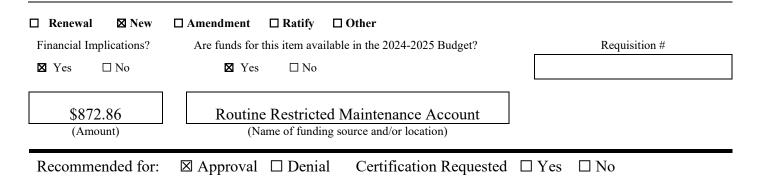
• Disassemble the jammed arm and order the replacement parts that may be needed to repair the Wheelchair Lift. Additional repairs may be needed and cost increased.

# **RECOMMENDATION:**

Approve/Ratify the CUPCCAA agreement with Kone to provide wheelchair lift repair services at Willow School in the amount of \$872.86 from the Routine Restricted Maintenance Account.

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

Goal 2.3 – Maintenance, Operations, Transportation, and Facilities support. Ensure additional staff are available to maintain facilities, guaranteeing safety and access for all students, including those from unduplicated at each school site. Maximize personnel usage to ensure student safety and equitable access.

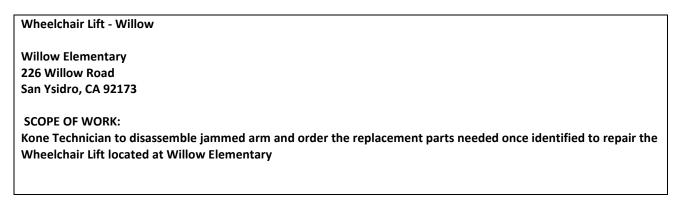


# CONTRACT FOR REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES UNDER \$60,000 AWARDED PURSUANT TO CUPCCAA

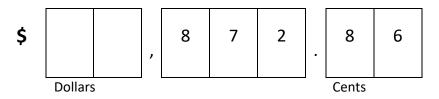
**THIS CONTRACT** is made and entered into as of the last date of signature hereto ("**Contract**"), by and between **Kone Inc.** ("**Contractor**") and **SAN YSIDRO SCHOOL DISTRICT** ("District"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

# 1. Contract Price & Services.

After the District has issued a Notice to Proceed, the Contractor shall furnish to the District the repairs, maintenance or construction services identified below and as more fully described in Exhibit A attached hereto ("Services" or "Work") subject to the conditions below and for the price indicated below ("Contract Price"):



# BASE CONTRACT (In Dollars\$):



- b. Allowances: If this Contract includes allowances, an allowance is a value added to the Base Contract amount for scope items defined by the District. Allowance items shall only be used by Contractor with the District's prior written permission. Contractor shall use the change order provisions of this Contract to apply for the use of an Allowance item. All unused allowance values at the end of the Project shall be retained by the District.
- 2. <u>Payment.</u> Payment for the Work shall be made in accordance with the Terms and Conditions to Contract ("Terms and Conditions") attached hereto.

<u>Site.</u> Contractor shall perform the Work at **Willow Elementary as reflected under Section 1.a.** The "**Project**" is the scope of Work performed at the Site.

3. <u>Contract Time & Liquidated Damages.</u> Work shall be completed by June 30, 2025 or soon thereafter on a non-school day. ("Contract Time"). Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of <u>\$100.00</u> per day for each and every calendar day of delay beyond

the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.

# 4. Bonds & Insurance.

 $\square$ 

# a. Payment Bond & Performance Bond:

# IS NOT REQUIRED – PROJECT SIZE IS DETERMINED TO BE BELOW \$25K

**IS REQUIRED:** Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District. The District reserves to waive this requirement in writing at its sole discretion and negotiate a deduction of the cost from the base proposal in the event the Contract Price is below \$25,000.

b. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

Commercial General Liability, with Products and	\$1,000,000 each occurrence
Completed Operations Coverage	\$2,000,000 aggregate
Automobile Liability, Any Auto,	\$1,000,000 each occurrence
Combined Single Limit	\$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000 each incident, disease
	\$2,000,000 policy limit

# DISTRICT MAY ADJUST THESE LIMITS, IN WRITING, AT THE DISTRICT'S SOLE DISCRETION BASED ON SIZE AND SCOPE OF THE CONTRACT.

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified, and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained, and the certificate(s) of insurance and endorsements have been provided to the District; provided, however, that the District reserves the right to reject an insurance policy(ies) if they do not conform with the above insurance requirements.

**Project Oversight.** The District representative for the Project is Dr. Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety. Cell# (310) 430-4681.

- 5. **INFECTIOUS DISEASE/COVID-19.** Contractor shall comply with all provisions related to infectious diseases as set forth in **Exhibit B**.
- 6. **This box will be checked if Federal Funding requirements apply.** If the Project is funded in whole or part by federal funding, including, without limitation, any funds from any component or iteration of the Elementary and Secondary School Emergency Relief ("**ESSER**") programs, Contractor acknowledges that this Project is subject to federal procurement/contracting requirements. Contractor agrees to fully comply with all federal requirements, including, without limitation, the federally required contract provisions attached hereto as **Exhibit C**.
- 7. Terms & Conditions. The Contractor agrees to comply with the Terms and Conditions attached hereto.

# 8. <u>Contract Documents.</u> The Contract Documents include only the following documents, as indicated:

	Proposal Form		Performance Bond
	Notice to Proceed		Payment Bond
$\boxtimes$	Terms and Conditions to Contract	$\boxtimes$	Exhibit A (Scope of Work)
	Non collusion Declaration		Plans
$\boxtimes$	Certifications to be Completed by Contractor		Work Specifications
$\boxtimes$	Criminal Background Investigation Certification		[Other]
$\boxtimes$	Insurance Certificates and Endorsements		Exhibit B (Infectious Disease Provisions)
			Exhibit C (Federal Procurement
			Provisions)

9. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

District:	Contractor:
San Ysidro School District	Kone Inc.
4350 Otay Mesa Rd.,	9850 Business Park Ave
San Ysidro, CA 92173	San Diego, CA 92131
Attn: Dr. Jose Iniguez, Assistant Superintendent of Admin.	Attn: Richard Sanchez
Leadership, School Support & Safety	(619) 244-8960
	Richard.sanchez@kone.com

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

**ACCEPTED AND AGREED** on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated:	Dated:
SAN YSIDRO SCHOOL DISTRICT	KONE, INC.
Signature:	Signature:
Print Name: Marilyn Adrianzen	Print Name:
Print Title: Chief Business Official	Print Title:
	DIR Registration # 1000016152
	License#

Board approved/ratified:

#### Information regarding Contractor: Type of Business Entity: Employer Identification Number or \_\_\_\_ Individual Social Security Number: \_\_\_\_\_ Sole Proprietorship Partnership NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate \_\_\_\_\_ Limited Partnership recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for \_\_\_\_ Corporation \_\_\_\_ Limited Liability Company failure to furnish the taxpayer identification number. In order to comply with these \_\_\_ Other: \_ rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

# Contractor representative for onsite work:

Name:	Title:	Mobile:
Email:		

**1. NOTICE TO PROCEED:** Receipt of this contract signed by the District shall be the Notice to Proceed.

2. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its bid/proposal and signing this Contract, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

**3. CONSTRUCTION SCHEDULE / SUBCONTRACTOR LIST:** Contractor shall provide the District a Construction Schedule for the Work and a Subcontractor List as indicated in this Contract. Both the Construction Schedule and Subcontractor List are subject to the District's approval.

4. EQUIPMENT AND LABOR: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

SUBCONTRACTORS: Contractor shall comply with the 5. Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars (\$10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

6. TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates or otherwise breaches any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of termination. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Contract, whether or not such documents are final or draft documents.

7. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

8. CHANGE IN SCOPE OF WORK:

8.1. <u>No Change Without Authorization</u>: Any change in the scope of the Work, method of performance, nature of materials or price thereof, the time for performance, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by the District unless that change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District.

8.2. <u>District Right to Request Changes</u>: Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. The District may accomplish any of the foregoing, in its discretion, by issuing a unilateral change order.

8.3. Proposed Change Order:

8.3.1. **Submission / Time to Submit**: Contractor may seek an adjustment to the Contract Time or Contract Price only by submitting a proposed change order to the District within five (5) days of the date Contractor discovers, or reasonably should discover, the circumstances giving rise to the proposed change order, unless additional time to submit a proposed change order is granted in writing by the District.

8.3.2. **Content of Proposed Change Order**: Contractor and subcontractors shall include the following in any proposed change order:

8.3.2.1. Labor: Labor breakdown by trade classification, wage rates, and estimated hours. Wages shall not exceed current prevailing wages in the locality for performance of the changes. The Contractor's or subcontractors' (including secondtier subcontractors') labor burden and Workers' Compensation premium shall only be charged at 20% of the total charge for labor costs. In no event shall Contractor include any other charges than as indicated herein without the District's prior written approval.

8.3.2.2. <u>Material</u>: Material quantities, and types of products, and transportation costs, if applicable.

8.3.2.3. Equipment: Equipment breakdown by make, type, size, rental rates (if not owned), equipment hours and transportation costs, if applicable. The equipment costs shall not exceed one hundred percent (100%) of the Association of Equipment Distributors (AED) rental rates and delay factors or Caltrans rates and delay factors, whichever is less. Hourly, daily, or weekly rates shall be used, whichever is lower. Hourly rates including operator shall not be used. The time to be paid for equipment shall be the actual time that the equipment is in (1) productive operation on the Work or (2) idled because of the event or circumstance giving rise to the proposed change order.

8.3.2.4. <u>Mark-Up for Overhead and Profit</u>: Markup for overhead and profit in a proposed change order shall be calculated as follows:

# 8.3.2.4.1. **Subcontractor-Performed Work**: Subcontractors shall be entitled to a total cumulative markup for overhead and profit of 8% on the total of Labor (including labor burden and Workers' Compensation premium), Material, and Equipment **only** for for both the subcontractor and the subcontractor's subcontractor(s) (e.g., all "lower-tier" subcontractors) performed Work. Contractor shall be entitled to a 6% mark-up on the same items, **excluding subcontractor's mark-up for overhead and profit**.

8.3.2.4.2. **Contractor-Performed Work**: Contractor shall be entitled to a mark-up for overhead and profit of 6% of the total of the Labor (including labor burden and Workers' Compensation premium), Material, and Equipment for Contractor performed Work.

8.3.3. **Contract Time**: Any request for an adjustment to the Contract Time must be supported by a time impact analysis identifying critical schedule activities delayed by an event beyond the Contractor's reasonable control.

8.4. <u>Determination of Change Order Cost</u>: The District shall use any reasonable means to calculate the cost of a change order in its sole discretion, including, without limitation: the acceptance of a proposed change order; agreement between the District and Contractor; and, the actual and necessary costs incurred by Contractor based on cost records produced to the District and based on the District's reasonable evaluation of the Work and market research.

8.5. <u>Contractor Obligation to Substantiate</u>: Contractor agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. If Contractor fails to reasonably substantiate any requested change in the scope of work, or Contractor fails to timely cooperate with the District to provide substantiation for the costs of any change order, Contractor waives any claim for additional compensation. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work.

8.6. <u>Waiver</u>: If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension. Contractor waives any claim for additional compensation for any change in the scope of work if Contractor performs the work without written approval of the District.

**9. TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

**10. EXCAVATIONS OVER FOUR FEET**: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be

material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

**11. LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

**12. WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at the Site without written consent from the District.

**13.** DRUG-FREE / TOBACCO FREE / SMOKE FREE POLICY: No drugs, alcohol, tobacco, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites.

**14. FINGERPRINTING**: Contractor shall comply with and provide to the District a fully executed Criminal Background Investigation /Fingerprinting Certification, attached hereto, prior to mobilizing at the Site.

**15. CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the standard of care required herein. If Contractor fails to correct any those errors, the District reserves the right to deduct the value of the work from any payment(s) owed to Contractor, or to perform the work itself and deduct from any payment(s) owed to contractor the cost to perform the work.

**16. FAILURE TO PERFORM**. If the District at any time believes that the Contractor is behind schedule, is failing to construct the

Project pursuant to the Contract Documents, or is otherwise failing to perform any provisions of this Contract, the District, after <u>FORTY-EIGHT (48)</u> hours written notice to the Contractor, may take any action necessary or beneficial to the District to complete the Project, takeover the Work of the Contract, terminate or suspend the Contract as indicated herein, or any combination or portion of those actions. The Contractor shall be liable to the District for any cost incurred by the District in those actions and the District has the right to deduct the cost thereof from any payment then or thereafter due the Contractor.

**17. SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

**18. CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site to monitor the use of equipment and the quality of workmanship.

**19. PERSONNEL:** Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. The District will not permit any (1) verbal or physical contact with neighbors, students, and faculty; (2) profanity, or inappropriate attire or behavior; (3) photographing, videoing, or audio recording of any neighbors, students, and faculty or any posting of any photographs, videos, or audio recordings of any neighbors, students, and faculty on any internet site, social media platform of any kind, regardless of source of any photograph, video, or audio recording. District may require Contractor to permanently remove noncomplying persons from Project Site

**20. CLEAN UP:** Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition. Onsite trash bins shall not be used.

**21. ACCESS TO WORK:** District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

22. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

**23. ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

**24. TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

**25. OCCUPANCY:** There is no "Substantial Completion" or "Beneficial Occupancy" for this Project, although the District reserves the right to occupy buildings at any time before formal Contract completion and that occupancy shall not constitute final acceptance or approval of any part of the Work covered by this

Contract, nor shall that occupancy extend the date specified for completion of the Work.

26. FORCE MAJEURE CLAUSE: Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, pandemic, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor. Any delay associated with Covid-19, or any derivative or similar strain thereof, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Work impossible, and that event was not reasonably foreseeable at the time of the execution of the Contract.

27. **INDEMNIFICATION / HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages, arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Contract, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

28. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or Services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the total Contract Price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9)

erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover or withhold from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to recover those sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

**29. PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

**30. INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

**31. ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

**32. DISABLED VETERAN BUSINESS ENTERPRISES:** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

**33. WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written acceptance of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

**34. CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while

performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

**35. COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

**36. DISPUTES/CLAIMS**: Public Contract Code § 9204. Claims between the District and the Contractor shall be resolved in accordance with the procedures established in Public Contract Code § 9204.

36.1. <u>Claim</u>. The term "**Claim**" means a written demand by the Contractor sent by registered mail or certified mail with return receipt requested for:

36.1.1. An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay;

36.1.2. Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Contractor is not otherwise entitled; or

36.1.3. Payment of an amount that is disputed by the District.

36.2. Submission of Claim. A Claim arises upon the District's rejection of a request by the Contractor for a change order. The Contractor shall submit the Claim by registered mail or certified mail with return receipt requested to the District's Director of construction and Modernization, with a copy to the Project Manager/Construction Manager. The Contractor shall submit its Claim in writing, together with all Supporting Documentation no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of completion. It is the intent of the District to evaluate and resolve Claims with the Contractor as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto.

36.3. <u>Contents of Claim</u>. A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Contractor under penalty of perjury and including the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit." The Contractor recognizes and acknowledges that this requirement is not a mere formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit.

36.4. Subcontractor Claims. Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor submit to the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether or not the Contractor decides to submit the Subcontractor's claim to the District, Contractor shall provide a copy of the Subcontractor's written request, including all supporting documentation, to the Project Manager/Construction Manager within ten (10) days of Contractor's receipt of the request. In the event the Contractor agrees to submit a Subcontractor's claim to the District, the Contractor shall submit such claim as a request for a change order, unless such claim was previously submitted to the District as a request for a change order. Within forty-five (45) days of receipt of the Subcontractor's written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor submitted the claim to the District and, if the Contractor did not submit the claim, the Contractor shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Contractor includes supporting documentation with such written statement, the Contractor shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Contractor submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Contractor under penalty of perjury that includes the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that [insert name of Contractor] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit."

36.5. District Review of Claim. Upon receipt of a Claim, the District shall review the Claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual written agreement, extend the forty-five (45) day time period. The District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Contractor within the forty-five (45) day time period, or within an agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District's failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant's responsibility or qualifications.

36.6. <u>Meet and Confer Meeting</u>. If the Contractor disputes the District's written response, or if the District fails to

respond within the time frame prescribed above, the Contractor, within fifteen (15) days of the District's written response or, if the District fails to respond, within fifteen (15) days after the District's response was due, may demand, in a writing sent to the District's Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District's Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within thirty (30) days of its receipt of the Contractor's written demand.

36.7. Mediation. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a gualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation.

36.8. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute.

36.9. Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.

36.10. Nothing in this Contract, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code § 910, et seq. Therefore, in addition to complying with the contractual Claims procedures, the Contractor is required to present claims to the District pursuant to Government Code § 910, et seq.

**37. LABOR CODE REQUIREMENTS:** Provided that the Contract Price is more than \$1,000, and the Work is a "public works" under the Labor Code, the parties agree as follows:

37.1. The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

37.2. District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid or propose on, be listed in a bid or proposal, or engage in the performance of any

contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.

37.3. Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.

37.4. Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.

37.5. Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000).

37.6. Copies of the prevailing rate of per diem wages are on file with the District.

37.7. Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or

subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for preemployment activities.

**38. PAYROLL RECORDS:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to the District immediately upon request.

**39. AUDIT:** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of this Contract. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s)

during Contractor's normal business hours, unless Contractor otherwise consents.

**40. ANTI-TRUST CLAIM**: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

**41. GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.

**42. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

**43. BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

**44. DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

**45. INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

**46. ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

# **CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR**

# THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

- He/she is a representative of the Contractor,
- He/she is familiar with the facts herein certified and acknowledged,
- He/she is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement he/she is certifying the following items.

**O** Labor Code Sections 1860-1861 (Workers' Compensation). In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

O Government Code Sections 8355-8357 (Drug-Free Workplace). I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

(2) Establishing a drug-free awareness program to inform employees about all of the following:

- (A) The dangers of drug abuse in the workplace.
- (B) The person's or organization's policy of maintaining a drug-free workplace.
- (C) Any available drug counseling, rehabilitation, and employee assistance programs.
- (D) The penalties that may be imposed upon employees for drug abuse violations.

(3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

(1) The contractor or grantee has made a false certification under Section 8355.

(2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

**O** Tobacco-Free Environment. Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

**O** No Hazardous Materials. I acknowledge and certify under penalty of perjury that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools,

devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

- (i) Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
- (ii) All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

The Contractor must immediately notify the District within two (2) Business Days, if the Contractor finds and before it disturbs, any material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law

I acknowledge and certify under penalty of perjury that this certification provides notice to the Contractor that:

- (1) The Contractor's work may disturb lead-containing building materials.
- (2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.

**O** Lead as a Health Hazard. Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **Contractor is hereby notified** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

# (i) Overview of California Law

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("**DHS**") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32243.)

Both the Federal Occupational Safety and Health Administration ("**OSHA**") and the California Division of Occupational Safety and Health ("**Cal/OSHA**") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

Demolition or salvage of structures where lead or materials containing lead are present;

a.

- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

# (ii) <u>Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act</u>

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

# (iii) Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

I acknowledge and certify under penalty of perjury, that:

- 1. I have received notification of potential lead-based materials on the District's property;
- 2. I am knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

**O** Imported Materials. All soils, aggregate, or related materials ("Fill") that Contractor, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all hazardous material as defined in section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("CEQA"), and shall comply with the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

# O Roofing Contract Financial Interest Certification (Public Contract Code § 3006)

l,	[Your Name],	[Firm Name]
certify that I have	e not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contr	ibution, or any
financial incentiv	ve whatsoever to or from any person in connection with a roof project contract or subcontract	t on the Project. As
	fication, "person" means any natural person, business, partnership, corporation, union, comn tity, or group of individuals.	nittee, club, or other

I, \_\_\_\_\_\_ [Your Name], \_\_\_\_\_\_ [Firm Name] certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

l,	[Your Name],	[Firm Name]
have the following financial relationships wit	h an architect, engineer, roofing co	onsultant, materials manufacturer, distributor, or
vendor, or other person in connection with t	he following roof project contract:	

Name of firm (" <b>Firm</b> "):	
Mailing address:	
Address of branch office used for this Project:	
If subsidiary, name and address of parent company:	

# For Projects without substantive roofing components, check the following box and execute this certification:

The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty one thousand dollars (\$21,000) or less.

# O Russian Sanctions Certification

On February 21, 2022, President Biden issued Executive Order 14065 (https://www.whitehouse.gov/briefing-room/presidentialactions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-tocontinued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/; "Federal Order") imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf; "State Order").

The District requires the Consultant, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions).

If your Firm's contract with the District has a cumulative value of \$5 million or more, your certification here is constitutes your written response to the District, indicating:

(1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;

(2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

# I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONTRACTOR TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.

te:	
oper Name of Contractor: KONE Inc.	
nature:	_
nt Name:	
le:	_

# **CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION**

The undersigned does hereby certify to the governing board of the District that he/she is a representative of the Contractor, is familiar with the facts herein certified, is authorized and gualified to execute this certificate on behalf of Contractor; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. Education Code. Contractor has taken at least one of the following actions (check all that apply):

O All Workers Fingerprinted. The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237 (Contractor shall "require each applicant for employment in a position requiring contact with minor pupils to submit two sets of fingerprints prepared for submittal by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation."). A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may interact with District pupils during the course and scope of the Contract is attached hereto; and/or

**O** Physical Barrier. Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

O Continual Supervision by Fingerprinted Employee. Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

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

**O** Unoccupied Site. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor that will be on the 2. Project site and the employees of the Subcontractor(s) that will be on the Project site are not listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: Proper Name of Contractor: KONE Inc. Signature: \_\_\_\_\_ Print Name:

Title:

# EXHIBIT A SCOPE OF WORK

The scope of work for the Project is as set forth in Section 1.a above

END OF EXHIBIT A

12/06/2024

SAN YSIDRO SCHOOL DISTRICT 4350 OTAY MESA RD SAN YSIDRO, California 92173-1685

ATTN: Patricia Caro

Re: WILLOW ELEMENTARY - disassemble jammed arm

Equip	Inventory Number	Address
20343820	WHEELCHAIR LIFT	226 WILLOW RD 92173-3008 San Ysidro

We propose to furnish and install the labor, materials, tools and supervision to perform the following work:

**Description** 

KONE technician to disassemble jammed arm and order the replacement parts needed once identified to repair the Wheel Chair Lift located at WILLOW ELEMENTARY 226 Willow Rd San Ysidro, CA 92173-3008. Total price for troubleshooting \$872.86.

**KONE Inc.** 

9850 Business Park Ave San Diego, CA 92131

richard.sanchez@kone.com

Tel: +16192448960

Fax: +17148391391

www.kone.us

#### Price

Our total price to perform the above-mentioned work amounts to: \$872.86, plus applicable taxes.

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal. The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic. KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal.

PURCHASER ACCEPTANCE: The proposal is hereby signed Respectfully submitted by, and accepted on behalf of SAN YSIDRO SCHOOL DISTRICT KONE Inc.

(Purchaser Signature)

Richard Sanchez, Account Manager

Marilyn Adrianzen

(Print Name)

(Approved By) Authorized Representative

Chief Business Official

(Print Title)

Title

Date: 01 / 15 / 25

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



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#### **TERMS AND CONDITIONS**

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

KONE shall submit invoices for the value of material delivered and/or labor performed, less the down payment paid at the time of proposal acceptance. A final invoice shall be issued by KONE upon completion of the work and shall include all balances due. Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this proposal, based upon the transfer, use, ownership or possession of the equipment involved in the work provided herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this proposal. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorneys' fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

KONE shall not be liable for damage or delay caused directly or indirectly by accidents, embargoes, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, Acts of God, or any cause beyond KONE's control. Regardless of the type of delay, KONE shall not be liable for any indirect, consequential, liquidated or special damages including but not limited to fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore.

Any asbestos removal necessitated by work described in this Proposal will be the Purchaser's responsibility. Purchaser shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request. Purchaser is responsible for all costs of oil disposal should it be determined that oil from Purchaser's equipment is contaminated.

KONE undertakes to perform this work in conformity with the usual applied codes and standards in effect at the time of execution of this proposal, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time.

It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

Nothing in this proposal shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this proposal.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry (naming KONE as additional insured) arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE DISCLAIMS ANY OTHER WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this proposal shall constitute the contract for the material and work specified in this proposal. Any changes to this proposal must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.

## EXHIBIT B INFECTIOUS DISEASE PROVISIONS – Operational School Sites

- 1. <u>Compliance with Orders</u>. Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to construction site safety, the Work, the Project, and Site, in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("Infectious Disease"). Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all these requirements to ensure full compliance on Site and the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("PPE") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at the Project Site(s).
- 2. Infectious Disease and Contract Time. Contractor agrees that the Contract Time is based on Contractor's full compliance with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and the Site in connection with an Infectious Disease. Any dispute concerning the Contract Time in connection with any delay associated with an Infectious Disease shall be resolved pursuant to the Claims procedures in these General Conditions.

# 3. Infectious Disease & Extra Work.

- 3.1. Contractor agrees that its Bid/Proposal, the Contract Price and the Contract Time are based on Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and the Site in relation with an Infectious Disease at the time the parties entered into the Contract. Therefore, any additional costs to Contractor associated with an Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:
  - 3.1.1. It occurred after the date of the award of the Project to Contractor;
  - 3.1.2. It materially increases the Contract Price or the Contract Time by imposing different, additional or more stringent requirements; and
  - 3.1.3. Contractor notifies District within ten (10) Days of notice of any new public health order(s), including the anticipated increase to the Contract Price or Contract Time due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation as required these General Conditions, including, without limitation, comply with the proposed change orders and, to the extent applicable, Claims provisions.
- 3.2. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and/or the Site in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the parties agree to reduce the Contractor price and the Contract Time due to the removal of the required efforts. If the parties cannot mutually agree on the appropriate reduction, District may issue a unilateral change order for an amount of time and money it determines to be both reasonable and appropriate. And dispute concerning the application of this procedure shall be resolved pursuant to the Claims procedures in these General Conditions.
- 4. Infectious Disease Release. Contractor acknowledges that it is voluntarily and freely entering into the Contract for this Project and deciding to perform the Work which will require Contractor to enter upon and into the Site and that Contractor use of the Site includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using the Site for the performance of the Work. Contractor shall include this paragraph in all subcontracts with Subcontractors.

- 5. Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all of these requirements to ensure full compliance on Project Site(s).
- 6. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense, but may be included in the Contract Price.

# 7. Vaccination Status.

- 7.1. Contractor's Applicable Workers will not be allowed to enter the District's school site if they have a fever, cough or other COVID-19 or infectious disease symptom(s). Contractor agrees to implement, comply with, and fulfill the terms and requirements of the Health & Safety Policies. Contractor also acknowledges and hereby certifies that Contractor will require any Applicable Worker comply with the requirements of the Health & Safety Policies on the District's school site, including, but not limited to the requirements set forth here:
- 7.2. **COVID-19 Vaccination Status:** Contractor is required to ensure that all of its employees who will be working in <u>any</u> capacity on operational District school sites have been either:
  - 7.2.1. Fully vaccinated for COVID-19 or
  - 7.2.2. Tested within 72 hours prior to any initial work on a District site and then tested on a weekly basis.
    - 7.2.2.1. COVID-19 Testing: Testing shall be compliant with the CDPH K-12 Order dated August 11, 2021, which must be either:
      - 7.2.2.1.1. Polymerase Chain Reaction (PCR)
      - 7.2.2.1.2. Antigen test
      - 7.2.2.2. Laboratory confirmed results and which has FDA Emergency Use Authorization (EUA) must be provided.
- 7.3. Any Contractor employee who does not fulfill these requirements will be declared ineligible to provide service on any District school site until they submit the proper documentation.
- 7.4. Contractor's responsibility for COVID-19 compliance and record keeping extends to all of its employees, subcontractors, and employees of subcontractors who work in any capacity on a school campus, including but not limited to those who come into contact with District students and employees, regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

# END OF EXHIBIT B

# EXHIBIT C FEDERAL CONTRACTING PROVISIONS

# **RESERVED – NOT APPLICABLE**

END OF EXHIBIT C

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

**BOARD MEETING DATE:** February 6, 2025

VIA: Gina A. Potter, Ed.D. Superintendent **FROM:** Jose F. Iniguez, Ed.D. Assistant Superintendent of Admin. Leadership, School Support & Safety

□ Informational ⊠ Action

# AGENDA ITEM: CUPCCAA AGREEMENT WITH SOUTH BAY FENCE FOR SUNSET GATE PROJECT

# **BACKGROUND INFORMATION:**

This agenda item is intended to allow the Board to consider the potential approval and/or ratification of construction contracts in accordance with applicable law and District policy. The District previously adopted the California Uniform Public Construction Cost Accounting Act ("CUPCCAA") procedure for one of its approved procurement and award processes of public works construction project contracts as authorized by Public Contract Code section 22000 et. seq. The CUPCCAA process sets forth the statutorily required procedures for soliciting and procuring such construction contracts with projects under \$60k requiring only informal solicitation/quote process, contracts from \$60K to \$200K to be awarded via an informal competitive bid process.

The staff parking lot at Sunset Elementary School currently has a manual vehicular rolling gate. For safety and security purposes it is necessary to install an automatic gate opener with keypad for staff to access the parking lot. Additionally, one (1) service gate will be added for pedestrian access.

Staff is requesting approval of this proposal from South Bay Fence for installation of an automatic gate opener as recommended below for the staff parking lot at Sunset Elementary School.

# **RECOMMENDATION:**

LCAP GOAL AND ACTION/SERVICE (nlease indicate):

Approve the CUPCCAA agreement with South Bay Fence for the installation of an automatic gate opener with a keypad and one (1) service gate for access to the staff parking lot at Sunset Elementary School in the amount of \$26,885.00 from the Maintenance Fund.

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🗆 Renewal	🛛 New	Amendu	nent	🗆 Ratify	□ Ot	her					
Financial Imp	plications?	1	Are funds	for this iten	1 availa	ble in	the 2024-2025 H	Budget?		Requisition #	
-	•							e		1	
🛛 Yes	🗆 No			🛛 Yes		No	$\Box$ N/A				
\$26,88	85.00			Mainta	20200	Fun	d (0100)				
\$20,80	35.00			Mainte	lance	run	u (0100)				
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#### SUNSET ELEMENTARY AUTOMATIC MAIN GATE PARKING LOT CUPCCAA

#### PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$60,000 NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

THIS CONTRACT made and entered into on the last date of signature hereto by and between

	South Bay Fence Inc.	, hereinafter called the CONTRAC		
and the				
	San Ysidro School District	, hereinafter called the <b>DISTRICT</b> .		

WITNESSETH; the parties do hereby contract and agree as follows:

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT**, in accordance with the Terms & Conditions set forth in Attachment C hereof and incorporated herein by this reference and any specifications attached for a total contract price of: \_\_\_\_\_\_\_Twenty six thousand eight hundred eighty five and 00/100 \_\_\_\_\_\_ **Dollars (\$\_26,885.00\_)** 

(MAY NOT EXCEED \$60,000), to be paid in full within thirty (30) days after completion and acceptance.

**NOTE - Payment and Performance Bonds:** For Contracts over \$25,000, the awarded contractor will be required to furnish the District with a Payment Bond equal to 100% of the contract amount and may be required to furnish a Performance Bond equal to 100% of the contract amount, prior to execution of the Contract, at no additional charge to the District. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California with a rating of A++, A+, A, or no less than A-.

2. I	LICENS	E: Contra	actor	shall	be	а	licensed	contractor	pursuant	to	the	Business	and	Professions	Code	and
shall	be	licensed	in	the	fol	llow	ing cla	assification:				<u>C-13</u>				•

3. CONSTRUCTION PERIOD:	This contract shall commence on	January 1, 2025	, with work to be
completed within	(	) consecutive days and/or by Ju	ne 30, 2025 .

4. **PREVAILING WAGE:** This PROJECT is a Public Work. Public works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor cannot submit a proposal or engage in the performance of any contract for public work as defined in Labor Code Chapter 1: Public Works, Labor Code sections 1720 - 1861, unless currently registered and qualified to perform public work pursuant to Sections 1725.5 and 1771.1.

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as determined by the Department of Industrial Relations, shall be paid to all workers employed on public works.

A copy of the per-diem rates of Prevailing Wages are on file and available for review at through the Department of Industrial Relations Website at http://www.dir.ca.gov/dlsr/pwd/index.htm.

Contractor is required to post all job site notices prescribed by regulation.

5. **SUBMISSION OF PROPOSAL/QUOTE:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

6. **SCOPE OF WORK**: CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:

**NOTE - Order of Precedence**: This contract, in conjunction with the terms and conditions in Attachments A, B & C take precedence over any Contractor supplied attachments.

# SCOPE OF WORK

To install 1 each ½ horsepower CSW 24UL Gate Operator on existing 24ft Chain Link Gate Slide Gate. Dig and set 1 each 12"x12"x8" concrete pads to allow operators to sit including installing. Install 32ft of 6ft high chain link around chain for safety purposes including fabricate 1 each 4ftx6ft service gate. Install keypad, fire box and Tomar strobe light on existing gate post. See Attachment for additional information (Proposal)

#### NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares: I am the \_\_\_\_\_\_\_of \_\_\_\_\_\_, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct

and that this declaration is executed on \_\_\_\_\_, 20\_\_\_, at \_\_\_\_\_, California.

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

·	In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (please complete certification form, Attachment A). In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District) Installation of physical barrier at the work site to limit contact with pupils. Surveillance of employees of the Contractor by school personnel. Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony. Supervisor's Name: Soc. Sec. No. (last 4 digits or full CDL#)					
<u>_XX</u> _	In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to					
	Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:					
	<ul> <li>XX Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days – may not include after school hours).</li> <li>Other, describe</li> </ul>					
District S Safety	Signature:, Title: Assistant Superintendent of Administrative Leadership, School Support &					
Date: Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.						
Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work.						
IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:						

<u>X</u> Work Specs/Scope of Work Statement	<u>X</u> Contractor Certification Form, Attachment A
<u>X</u> Certificates of Insurance	<u>X</u> Contractor DIR Registration Certification Form,
X Workers' Compensation Insurance Certificate	Attachment B <u>X</u> Terms and Conditions, Attachment C
<u>X</u> Non Collusion Affidavit	X Purchase Order No

## SUNSET ELEMENTARY AUTOMATIC MAIN GATE PARKING LOT CUPCCAA

NOTE - Taxpayer Identification: Federal Regulations (26 CFR 1.6041) requires non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable. The District requires a valid copy of a W-9 to be supplied upon request.

	BUSINESS ENTITY Individual Sole Proprietorship	TAX IDENTIFICATION				
	Partnership Corporation	Employer Identification Number				
	Other	Social Security Number				
License No:	Classification:	Expiration Date:				
	(District Use	Only – Purchasing Dept:)				

(District Use Only – Purchasing Dept.)							
CSLB License & DIR Reg. verified by	, Date	)					

...

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on Attachment A Certification Form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.1

All notices permitted or required under this contract shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Contract Execution				
CONTRACTOR				
Date:	Accepted by - Print Name and Title			
	Lea Marie Cruz			
Company Name and Street Address:	Signature			
South Bay Fence, Inc. 3084 Main Street Chula Vista, CA 91911				
Phone: (619) 420-3410	Email:			
	DISTRICT			
Date:	District Representative – Print Name and Title			
	Marilyn Adrianzen Chief Business Official			
District Name and Street Address:	Signature:			
San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173				
Phone: 619-428-4476 x 3004	Email: Marilyn adrianzen@sysdschools.org			
619-428-4476 x 3004	Marilyn.adrianzen@sysdschools.org			

#### ATTACHMENT A – CONTRACTOR PUPIL CONTACT CERTIFICATION FORM CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 (Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contractor shall not permit any employee to perform services who may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name	Social Security No (last 4 digits or full CDL#)

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

CONTRACTOR			
Date:	Print Name and Title		
Company Name	Signature		

#### ATTACHMENT B CERTIFICATION OF CONTRACTOR AND SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION

Pursuant to Public Contract Code Section 1725.5, a Contractor or subcontractor must be registered with the Department of Industrial relations to engage in the performance of any defined public work contract.

I(Name),	(Title) certify that
Contractor Representative Print Name:	Title:
South Bay Fence, Inc.	DIR Registration Number:
3084 Main Street Chula Vista, CA 91911	DIR Registration Expiration Date:

is currently registered as a contractor with the Department of Industrial Relations (DIR).

Contractor further acknowledges:

- 1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
- 2. Contractor shall ensure that all subcontractors are registered prior to award of contract and maintain registered status for the duration of the project.
- 3. Contractor is to furnish a DIR Registration Number for all subcontractors prior to contract award.
- 4. Contractor shall only be able to substitute a subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work and district approves of the change.

Failure to comply with any of the above may result in immediate termination of contract.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Signature:

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

#### ATTACHMENT C TERMS AND CONDITIONS

**ARTICLE 1. PROPOSAL ACCEPTANCE:** Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

**ARTICLE 2. SITE EXAMINATION:** Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that it has made such site examination as it deems necessary as to the condition of the site, its accessibility for materials, workmen and utilities, and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

**ARTICLE 3. EQUIPMENT AND LABOR**: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

**ARTICLE 4. SUBCONTRACTING**: Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

**ARTICLE 5. ASSIGNMENT**: Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of District.

**ARTICLE 6. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**: The Contractor shall not commence work under this Contract until it has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this Project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall Contractor allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

a) **WORKER'S COMPENSATION INSURANCE**: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all its employees engaged in work under this contract, or at the site of the Project, and if the work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for subcontractor's employees. Any class of employee or employees not covered by subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide prior to performing the work of the contract, a Certificate regarding workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.

**ARTICLE 7. LABOR CODE COMPLIANCE:** A contractor or subcontractor shall not be qualified to engage in the performance of any contract for public work as defined in Labor Code Chapter 1: Public Works, Labor Code sections 1720 - 1861, unless currently registered and qualified to perform public work pursuant to Sections 1725.5 and 1771.1. Public works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall maintain DIR registered status for the duration of the project without a gap in registered and maintain registered status for the duration of the project.

The Contractor hereby stipulates that it shall comply with the applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5 ("Public Works Labor Code Provisions"), including, but not limited to, the payment of the general prevailing rates for public works projects of more than One Thousand Dollars (\$1,000) (§1771), hiring of Apprentices (§ 1777.5) and Working Hours (§ 1813), and Payroll Records (§ 1776). Prevailing rate of per diem wages are on the website of the Division of Labor Statistics and Research of the Department of Industrial Relations at www.dir.ca.gov/OPRL/. Contractor shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

Contractor or subcontractor shall, as a penalty to the District, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 of the Public Works Labor Code Provisions.

With regard to hiring of apprentices, the responsibility of compliance with Labor Code section 1777.5 shall rest with the Contractor.

Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Said determinations are available to any interested party on the web site (www.dir.ca.gov).

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Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes.

Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of

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District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

**ARTICLE 8. APPRENTICES**: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However,

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approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the join apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards my grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not proposing work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to

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the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his proposal for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

**ARTICLE 9. WORK HOURS:** As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work.

The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contact upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law

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Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

ARTICLE 10. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend, indemnify, and hold harmless the District, its officials, employees, agents and volunteers, against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages or injury, in law or equity to property or persons, including wrongful death, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the Project or this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants, volunteers or employees, including, without limitation, Claims caused by the concurrent act. error. omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees. Contractor shall reimburse District and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

ARTICLE 11. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

**ARTICLE 12. PATENTS, ROYALTIES AND INDEMNITIES:** The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

**ARTICLE 13. GUARANTEE:** Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District,

ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

ARTICLE 14. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at its discretion to prevent the threatened loss or injury. It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present

#### ARTICLE 15. DISTRICT'S RIGHT TO TERMINATE CONTRACT:

If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate. In the event this contract is terminated as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

#### ARTICLE 16. COMPLIANCE WITH STORM WATER PERMIT:

Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") - General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs. .Contractor shall provide copies of all reports and monitoring information to the District Representative.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. The Contractor, by signing this contract, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its proposal accordingly, and assumes any and all risks and liabilities arising therefrom. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for fines or delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit or other regulatory regulations. Contractor shall provide copies of all reports and monitoring information to the District Representative.

**ARTICLE 17. CLEAN UP:** Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

#### ARTICLE 18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 19. EXCAVATION DEEPER THAN FOUR FEET: If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

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- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to proposers prior to the deadline for submitting proposals. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 20. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES: The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section . 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

**ARTICLE 21. CHANGES AND CHANGE ORDERS:** Change orders may not cause the total aggregate cost of the project to exceed \$60,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make

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minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 22. PAYMENTS: The Contractor shall submit to the District an invoice requesting payment for completion of the Work. The District shall review payment request and, as soon as practical, shall: (i) certify that the request is correct in all aspects and should be paid by the District; (ii) reject the request as not proper, stating the reason(s) why rejection is appropriate; or (iii) require that the Contractor provide additional information that the District reasonably determines is necessary to verify the requested payment amount. In the event the District rejects the request for payment, the Contractor may resubmit the request with additional or new information establishing why payment should be made despite the reason(s) set forth in the District's initial rejection. The District shall pay the undisputed amount of the Contractor's request for payment, less any amounts that may be withheld or retained pursuant to this Contract or applicable law, within thirty (30) days of receipt of such request and in accordance with Public Contract Code Section 20104.50.

#### ARTICLE 23. RESOLUTION OF CONSTRUCTION CLAIMS OF

**\$375,000 OR LESS:** For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer (meet and conference) to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the mean of the claim of the claim or any portion of the claim remains in dispute following the mean of the claim of

### SUNSET ELEMENTARY AUTOMATIC MAIN GATE PARKING LOT CUPCCAA

meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with section 2060.010 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.

ARTICLE 24. DEFAULT BY CONTRACTOR: When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

ARTICLE 25. WORKERS AND SUPERVISION: Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

**ARTICLE 26. SUBSTITUTIONS**: No substitutions of materials from those specified in the Work Specifications shall be made without the prior written approval of the District.

ARTICLE 27. ACCESS TO WORK: District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

**ARTICLE 28. OCCUPANCY:** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

ARTICLE 29. ASSIGNMENT OF CONTRACT AND PURCHASE ORDER: The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

**ARTICLE 30. FORCE MAJEURE**: The parties to this contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by Act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

**ARTICLE 31. PERMITS AND LICENSES**: The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

ARTICLE 32. CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in carrying out other terms and conditions of the purchase order, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

**ARTICLE 33. ASSIGNMENT OF CLAIMS**: In submitting a quote on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

ARTICLE 34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract

#### SUNSET ELEMENTARY AUTOMATIC MAIN GATE PARKING LOT CUPCCAA

is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Contractor shall bear all costs arising therefrom.

**ARTICLE 35. TIME IS OF THE ESSENCE**: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

**ARTICLE 36. GOVERNING LAW:** This contract shall be governed by and construed in accordance with the laws of the State of California.

**ARTICLE 37. NO ORAL MODIFICATION**: Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

ARTICLE 38. ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA): All contract work that is performed for the San Marcos Unified School District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District buildings.

**ARTICLE 39. PROHIBITION AGAINST LEAD-BASED MATERIALS:** In accordance with the Lead-Safe Schools Protection Act (Education Code Section 32240 *et seq.*), the Contractor shall not use for purposes of the Work, or incorporate into the Work, any lead-based paint, lead plumbing or solders, or other materials, equipment or other things that, in whole or in part, consist of lead and, therefore, may be a potential source of lead contamination.

**ARTICLE 40. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY:** All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

**ARTICLE 41. DVBE PARTICIPATION**: This contract will be subject to disabled veterans participation goals and record retention program if State funding is used for the Project. If applicable, in accordance with Education Code section 17076.11, this District will implement its participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such project, Contractor shall provide appropriate documentation to the District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.

[Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. Contractor

agrees to provide the State or the District with any relevant information requested and shall permit the State and/or the District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Contractor agrees to maintain such records for a period of three (3) years after final payment under the contract.]

ARTICLE 42. PROJECT-RELATED RECORDS: The Contractor shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Work ("Project Records"), including, but not limited to, Change Orders, submittals, requests for information, daily reports, correspondence, permits, insurance policies, certificates of insurance, testing and inspection reports, and safety records. The Contractor shall keep such accurate and comprehensive Project Records as are (i) necessary for proper administration and performance of the Work and (ii) required by law or this Contract. All Project Records, as applicable, shall be maintained in accordance with generally-accepted accounting principles. If the Contract Amount, as adjusted pursuant to this Contract, exceeds \$10,000, then, in accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Contract. In addition, the District hereby has the right to examine, review, audit and/or copy the Records of the Work during the fouryear period following final payment to the Contractor pursuant to the Contract. Therefore, the Contractor shall make the Project Records available at its offices at all reasonable times during the performance of the Work and for four (4) years from the Governing Board accepts the Work. However, if any audit is commenced within such four (4) year period, the Contractor shall make the Project Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Project Records for such longer period as may be required by federal law.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS consisting of Articles 1 through 42

SUNSET ELEMENTARY AUTOMATIC MAIN GATE PARKING LOT CUPCCAA

**INSERT PAYMENT AND PERFORMANCE BONDS IF OVER \$25,000.** 

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# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

## **BOARD MEETING DATE:** February 6, 2025

VIA: Gina A. Potter, Ed.D. Superintendent **FROM:** Jose F. Iniguez, Ed.D. Assistant Superintendent of Admin. Leadership, School Support & Safety

□ Informational ⊠ Action

# AGENDA ITEM: CUPCCAA AGREEMENT WITH SOUTH BAY FENCE FOR SUNSET IRON GATES

# **BACKGROUND INFORMATION:**

This agenda item is intended to allow the Board to consider the potential approval and/or ratification of construction contracts in accordance with applicable law and District policy. The District previously adopted the California Uniform Public Construction Cost Accounting Act ("CUPCCAA") procedure for one of its approved procurement and award processes of public works construction project contracts as authorized by Public Contract Code section 22000 et. seq. The CUPCCAA process sets forth the statutorily required procedures for soliciting and procuring such construction contracts with projects under \$60k requiring only informal solicitation/quote process, contracts from \$60K to \$200K to be awarded via an informal competitive bid process.

For safety and security purposes, the iron gate at Sunset Elementary School will be repaired and reinforced with locking mechanisms.

## **RECOMMENDATION:**

Approve the CUPCCAA agreement with South Bay Fence for the repair and reinforcement of the existing iron gate at Sunset Elementary School in the amount of \$5,380.00 from the Maintenance Fund.

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

2.3 Maintenance, Operations, Transportation, and Facilities support Ensure additional staff are available to maintain facilities, guaranteeing safety and access for all students, including those from unduplicated at each school site. Maximize personnel usage to ensure student safety and equitable access.

🗆 Renewal	🛛 New	□ Amendment	□ Ratify	□ Other			
Financial Im	plications?	Are fun	ds for this iten	n available in	the 2024-2025 Budget?	_	Requisition #
🛛 Yes	□ No		🛛 Yes	□ No	$\Box$ N/A		
\$5,38 (Amo	80.00 punt)			nance Fun ding source a	d (0100) nd/or location)		
Recomm	ended for:	⊠ Approval	🗆 Denia	l Certi	fication Requested	□ Yes	□ No

#### PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$60,000 NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

THIS CONTRACT made and entered into on the last date of signature hereto by and between

	SOUTH BAY FENCE	, hereinafter called the <b>CONTRACTOR</b> and
the		
	San Ysidro School District	, hereinafter called the <b>DISTRICT.</b>

WITNESSETH; the parties do hereby contract and agree as follows:

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT**, in accordance with the Terms & Conditions set forth in Attachment C hereof and incorporated herein by this reference and any specifications attached for a total contract price of: \_\_\_\_\_\_\_ Five thousand three hundred eighty and 00/100 \_\_\_\_\_\_ **Dollars (\$\_5,380.00\_\_)** 

(MAY NOT EXCEED \$60,000), to be paid in full within thirty (30) days after completion and acceptance.

**NOTE - Payment and Performance Bonds:** For Contracts over \$25,000, the awarded contractor will be required to furnish the District with a Payment Bond equal to 100% of the contract amount and may be required to furnish a Performance Bond equal to 100% of the contract amount, prior to execution of the Contract, at no additional charge to the District. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California with a rating of A++, A+, A, or no less than A-.

2. LICENSE:	Contractor	shall	be a	licensed	contractor	pursuant	to	the	Business	and	Professions	Code	and
shall be lic	ensed in	the	follow	ing cla	ssification:				<u>C-13</u>				·

3. CONSTRUCTION PERIOD: This contract shall commence on <u>January 1, 2025</u>, with work to be completed within \_\_\_\_\_\_(\_\_\_) consecutive days and/or by <u>June 30, 2025</u>.

4. **PREVAILING WAGE:** This PROJECT is a Public Work. Public works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor cannot submit a proposal or engage in the performance of any contract for public work as defined in Labor Code Chapter 1: Public Works, Labor Code sections 1720 - 1861, unless currently registered and qualified to perform public work pursuant to Sections 1725.5 and 1771.1.

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as determined by the Department of Industrial Relations, shall be paid to all workers employed on public works.

A copy of the per-diem rates of Prevailing Wages are on file and available for review at through the Department of Industrial Relations Website at http://www.dir.ca.gov/dlsr/pwd/index.htm.

Contractor is required to post all job site notices prescribed by regulation.

5. **SUBMISSION OF PROPOSAL/QUOTE:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

6. **SCOPE OF WORK:** CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:

**NOTE - Order of Precedence**: This contract, in conjunction with the terms and conditions in Attachments A, B & C take precedence over any Contractor supplied attachments.

#### SCOPE OF WORK

To modify iron gates at Sunset Elementary See attached proposal for additional information

#### NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares: I am the \_\_\_\_\_\_\_of \_\_\_\_\_\_\_, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct

and that this declaration is executed on \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, California.

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

	SCHOOL SAFETY ACT – COMMUNICATIONS WITH PUPILS
the e In ac 4512 to on	<ul> <li>coordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of employees of the contractor who provide services under this contract (please complete certification form, Attachment A).</li> <li>coordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 25.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree he or more of the following: (to be determined by District)         <ul> <li>Installation of physical barrier at the work site to limit contact with pupils.</li> <li>Surveillance of employees of the Contractor by school personnel.</li> <li>Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.</li> <li>Supervisor's Name:</li></ul></li></ul>
Educ only XX	Soc. Sec. No. (last 4 digits or full CDL#)
District Signatu	re:, Title: _Assistant Superintendent of Admin. Leadership, School Support & Safety_
	Signature of District Official responsible for assuring selected conditions are met in accordance with le Section 45125.2, if applicable.
Contractor und work.	lerstands that District department staff may monitor and evaluate adherence to these conditions during the performance of their

**IN WITNESS WHEREOF**, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

X Work Specs/Scope of Work Statement	<u>X</u> Contractor Certification Form, Attachment A
<u>X</u> Certificates of Insurance	<u>X</u> Contractor DIR Registration Certification Form, Attachment B
<u>X</u> Workers' Compensation Insurance Certificate	<u>X</u> Terms and Conditions, Attachment C
<u>X</u> Non Collusion Affidavit	Purchase Order No <u>N/A</u>

### SUNSET SCHOOL- MODIFY IRON GATES CUPCCAA

**NOTE - Taxpayer Identification:** Federal Regulations (26 CFR 1.6041) requires non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable. The District requires a valid copy of a W-9 to be supplied upon request.

TYPE (	DF BUSINESS ENTITY Individual	TAX IDENTIFICATION	
	Sole Proprietorship Partnership Corporation	Employer Identification Number	
	Other	Social Security Number	
License No:	Classification:	Expiration Date:	
	(District Use Only	/ – Purchasing Dept:)	
	CSLB License & DIR Reg. verified by	, Date)	

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on Attachment A Certification Form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.1

All notices permitted or required under this contract shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Contract Execution

CONTRACTOR         Date:       Accepted by - Print Name and Title         Lea Marie Cruz       Lea Marie Cruz         Company Name and Street Address:       Signature         South Bay Fence, Inc.       Signature         3084 Main Street       Chula Vista, CA 91911         Phone: (619) 420-3410       Email:         District Representative – Print Name and Title         Marilyn Adrianzen       Chief Business Official         District Name and Street Address:       Signature:         San Ysidro School District       Signature:         4350 Otay Mesa Road       Signature:         San Ysidro, CA 92173       Email:         Phone:       Email:         Phone:       Email:         Marilyn.adrianzen@sysdschools.org		
Lea Marie Cruz         Company Name and Street Address:       Signature         South Bay Fence, Inc.       Signature         3084 Main Street       Email:         Chula Vista, CA 91911       Email:         Phone: (619) 420-3410       Email:         District Representative – Print Name and Title         Date:       District Representative – Print Name and Title         Marilyn Adrianzen       Chief Business Official         District Name and Street Address:       Signature:         San Ysidro School District       Signature:         San Ysidro, CA 92173       Email:	CONTI	RACTOR
Company Name and Street Address:       Signature         South Bay Fence, Inc.       3084 Main Street         Chula Vista, CA 91911       Email:         Phone: (619) 420-3410       Email:         DISTRICT         Date:       District Representative – Print Name and Title         Marilyn Adrianzen       Chief Business Official         District Name and Street Address:       Signature:         San Ysidro School District       Signature:         Phone:       Email:	Date:	Accepted by - Print Name and Title
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Date:       District Representative – Print Name and Title         Marilyn Adrianzen       Marilyn Adrianzen         Chief Business Official       Signature:         San Ysidro School District       Signature:         4350 Otay Mesa Road       San Ysidro, CA 92173         Phone:       Email:	Phone: (619) 420-3410	Email:
Date:       District Representative – Print Name and Title         Marilyn Adrianzen       Marilyn Adrianzen         Chief Business Official       Signature:         San Ysidro School District       Signature:         4350 Otay Mesa Road       San Ysidro, CA 92173         Phone:       Email:		
Marilyn Adrianzen Chief Business Official       District Name and Street Address:     Signature:       San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173     Fmail:	DIS	TRICT
Chief Business Official         District Name and Street Address:       Signature:         San Ysidro School District       4350 Otay Mesa Road         San Ysidro, CA 92173       Email:	Date:	District Representative – Print Name and Title
Chief Business Official         District Name and Street Address:       Signature:         San Ysidro School District       4350 Otay Mesa Road         San Ysidro, CA 92173       Email:		
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San Ysidro, CA 92173       Phone:       Email:		
Phone: Email:		
619-428-4476 x 3004 Marilyn.adrianzen@sysdschools.org	Phone:	Email:
	619-428-4476 x 3004	Marilyn.adrianzen@sysdschools.org

#### ATTACHMENT A – CONTRACTOR PUPIL CONTACT CERTIFICATION FORM CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 (Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contractor shall not permit any employee to perform services who may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name	Social Security No (last 4 digits or full CDL#)

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

CONTRACTOR					
Date:	Print Name and Title				
Company Name	Signature				

#### ATTACHMENT B **CERTIFICATION OF CONTRACTOR AND** SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION

Pursuant to Public Contract Code Section 1725.5, a Contractor or subcontractor must be registered with the Department of Industrial relations to engage in the performance of any defined public work contract.

I(Name),	(Title) certify that
Contractor Representative Print Name:	Title:
South Bay Fence, Inc.	DIR Registration Number:
3084 Main Street Chula Vista, CA 91911	DIR Registration Expiration Date:

is currently registered as a contractor with the Department of Industrial Relations (DIR).

Contractor further acknowledges:

- 1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
- 2. Contractor shall ensure that all subcontractors are registered prior to award of contract and maintain registered status for the duration of the project.
- Contractor is to furnish a DIR Registration Number for all subcontractors prior to contract award.
   Contractor shall only be able to substitute a subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work and district approves of the change.

Failure to comply with any of the above may result in immediate termination of contract.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Signature:

Date:

#### ATTACHMENT C TERMS AND CONDITIONS

**ARTICLE 1. PROPOSAL ACCEPTANCE:** Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

**ARTICLE 2. SITE EXAMINATION:** Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that it has made such site examination as it deems necessary as to the condition of the site, its accessibility for materials, workmen and utilities, and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

**ARTICLE 3. EQUIPMENT AND LABOR**: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

**ARTICLE 4. SUBCONTRACTING**: Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

**ARTICLE 5. ASSIGNMENT**: Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of District.

ARTICLE 6. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE: The Contractor shall not commence work under this Contract until it has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this Project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect's consultants, if applicable, individually and collectively as additional insured.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall Contractor allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

a) <u>WORKER'S COMPENSATION INSURANCE</u>: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all its employees engaged in work under this contract, or at the site of the Project, and if the work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for subcontractor's employees. Any class of employee or employees not covered by subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide prior to performing the work of the contract, a Certificate regarding workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.

**ARTICLE 7. LABOR CODE COMPLIANCE:** A contractor or subcontractor shall not be qualified to engage in the performance of any contract for public work as defined in Labor Code Chapter 1: Public Works, Labor Code sections 1720 - 1861, unless currently registered and qualified to perform public work pursuant to Sections 1725.5 and 1771.1. Public works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall maintain DIR registered status for the duration of the project without a gap in registered and maintain registered status for the duration of the project.

The Contractor hereby stipulates that it shall comply with the applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5 ("Public Works Labor Code Provisions"), including, but not limited to, the payment of the general prevailing rates for public works projects of more than One Thousand Dollars (\$1,000) (\$1771), hiring of Apprentices (\$1777.5) and Working Hours (\$1813), and Payroll Records (\$1776). Prevailing rate of per diem wages are on the website of the Division of Labor Statistics and Research of the Department of Industrial Relations at www.dir.ca.gov/OPRL/. Contractor shall be responsible for all reports and obligations respecting such employees, including, unemployment insurance, and workers' compensation insurance.

Contractor or subcontractor shall, as a penalty to the District, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 of the Public Works Labor Code Provisions.

With regard to hiring of apprentices, the responsibility of compliance with Labor Code section 1777.5 shall rest with the Contractor.

Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Said determinations are available to any interested party on the web site (www.dir.ca.gov).

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Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes.

Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of

District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

**ARTICLE 8. APPRENTICES**: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However,

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approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the join apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards my grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not proposing work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to

#### SUNSET SCHOOL- MODIFY IRON GATES CUPCCAA

the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his proposal for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

**ARTICLE 9. WORK HOURS:** As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work.

The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contact upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law

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Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

ARTICLE 10. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend, indemnify, and hold harmless the District, its officials, employees, agents and volunteers, against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages or injury, in law or equity to property or persons, including wrongful death, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the Project or this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants, volunteers or employees, including, without limitation, Claims caused by the concurrent act. error. omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees. Contractor shall reimburse District and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

ARTICLE 11. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

**ARTICLE 12. PATENTS, ROYALTIES AND INDEMNITIES:** The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

**ARTICLE 13. GUARANTEE:** Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District,

ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

ARTICLE 14. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at its discretion to prevent the threatened loss or injury. It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present

#### ARTICLE 15. DISTRICT'S RIGHT TO TERMINATE CONTRACT:

If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate. In the event this contract is terminated as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

#### ARTICLE 16. COMPLIANCE WITH STORM WATER PERMIT:

Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") - General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs. .Contractor shall provide copies of all reports and monitoring information to the District Representative.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. The Contractor, by signing this contract, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its proposal accordingly, and assumes any and all risks and liabilities arising therefrom. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for fines or delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit or other regulatory regulations. Contractor shall provide copies of all reports and monitoring information to the District Representative.

ARTICLE 17. CLEAN UP: Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

ARTICLE 18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 19. EXCAVATION DEEPER THAN FOUR FEET: If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 20. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES: The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section . 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

**ARTICLE 21. CHANGES AND CHANGE ORDERS:** Change orders may not cause the total aggregate cost of the project to exceed \$60,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make

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minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 22. PAYMENTS: The Contractor shall submit to the District an invoice requesting payment for completion of the Work. The District shall review payment request and, as soon as practical, shall: (i) certify that the request is correct in all aspects and should be paid by the District; (ii) reject the request as not proper, stating the reason(s) why rejection is appropriate; or (iii) require that the Contractor provide additional information that the District reasonably determines is necessary to verify the requested payment amount. In the event the District rejects the request for payment, the Contractor may resubmit the request with additional or new information establishing why payment should be made despite the reason(s) set forth in the District's initial rejection. The District shall pay the undisputed amount of the Contractor's request for payment, less any amounts that may be withheld or retained pursuant to this Contract or applicable law, within thirty (30) days of receipt of such request and in accordance with Public Contract Code Section 20104.50.

#### ARTICLE 23. RESOLUTION OF CONSTRUCTION CLAIMS OF

**\$375,000 OR LESS:** For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim or any portion of the claim or any portion of the claim remains in dispute following the meet and confer (meet and conference) to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the

meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with section 2060.010 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.

ARTICLE 24. DEFAULT BY CONTRACTOR: When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

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ARTICLE 25. WORKERS AND SUPERVISION: Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

**ARTICLE 26. SUBSTITUTIONS**: No substitutions of materials from those specified in the Work Specifications shall be made without the prior written approval of the District.

ARTICLE 27. ACCESS TO WORK: District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

**ARTICLE 28. OCCUPANCY:** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

ARTICLE 29. ASSIGNMENT OF CONTRACT AND PURCHASE ORDER: The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

**ARTICLE 30. FORCE MAJEURE**: The parties to this contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by Act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

**ARTICLE 31. PERMITS AND LICENSES**: The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

ARTICLE 32. CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in carrying out other terms and conditions of the purchase order, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

ARTICLE 33. ASSIGNMENT OF CLAIMS: In submitting a quote on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

ARTICLE 34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Contractor shall bear all costs arising therefrom.

**ARTICLE 35. TIME IS OF THE ESSENCE**: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

**ARTICLE 36. GOVERNING LAW:** This contract shall be governed by and construed in accordance with the laws of the State of California.

**ARTICLE 37. NO ORAL MODIFICATION**: Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

ARTICLE 38. ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA): All contract work that is performed for the San Ysidro School District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District buildings.

ARTICLE 39. PROHIBITION AGAINST LEAD-BASED MATERIALS: In accordance with the Lead-Safe Schools Protection Act (Education Code Section 32240 *et seq.*), the Contractor shall not use for purposes of the Work, or incorporate into the Work, any lead-based paint, lead plumbing or solders, or other materials, equipment or other things that, in whole or in part, consist of lead and, therefore, may be a potential source of lead contamination.

**ARTICLE 40. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY:** All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

**ARTICLE 41. DVBE PARTICIPATION**: This contract will be subject to disabled veterans participation goals and record retention program if State funding is used for the Project. If applicable, in accordance with Education Code section 17076.11, this District will implement its participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such project, Contractor shall provide appropriate documentation to the District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.

[Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. Contractor

agrees to provide the State or the District with any relevant information requested and shall permit the State and/or the District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Contractor agrees to maintain such records for a period of three (3) years after final payment under the contract.]

ARTICLE 42. PROJECT-RELATED RECORDS: The Contractor shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Work ("Project Records"), including, but not limited to, Change Orders, submittals, requests for information, daily reports, correspondence, permits, insurance policies, certificates of insurance, testing and inspection reports, and safety records. The Contractor shall keep such accurate and comprehensive Project Records as are (i) necessary for proper administration and performance of the Work and (ii) required by law or this Contract. All Project Records, as applicable, shall be maintained in accordance with generally-accepted accounting principles. If the Contract Amount, as adjusted pursuant to this Contract, exceeds \$10,000, then, in accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Contract. In addition, the District hereby has the right to examine, review, audit and/or copy the Records of the Work during the fouryear period following final payment to the Contractor pursuant to the Contract. Therefore, the Contractor shall make the Project Records available at its offices at all reasonable times during the performance of the Work and for four (4) years from the Governing Board accepts the Work. However, if any audit is commenced within such four (4) year period, the Contractor shall make the Project Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Project Records for such longer period as may be required by federal law.

# THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS consisting of Articles 1 through 42

### SUNSET SCHOOL- MODIFY IRON GATES CUPCCAA

# **INSERT PAYMENT AND PERFORMANCE BONDS IF OVER \$25,000.**

Waived because the project is not over \$25,000.00

(Balance of page intentionally blank.)

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PROPOS	AL	Job	No		Page 1 of 2
"No Job Too Tough" South Bay 3084 Mein Street Chula Vista, CA 91911 PWC DIR ID#	6	e, 70 Phone: Fax:	(619) 420-5 (619) 420-5		
Name San Ysidro School District Project Modify Ire	n Gates	- 8	Date	12	2-3-24
Contact Jesus Sanchez Phone 619454-0873	Fax or Email	jesus.san	hez@sy	sdscho	ols.org
Billing Address	City				
Job Address 3825 Sunset Lane	City <u>Sa</u>	n Ysidro Ca	92173		
TO FURNISH MATERIAL AS SPECIFIED BELOW FOR INSTALLATION AT AND/OR SHIPMENT		Tom	sion Wire	N1/	
	trands of Barb Wire azzor Ribbon		A Top	NA	NA Bttm
NA lin.ft. complete fence NA style approx NA ft. high NA ga. NA n		F TOP RAIL	NA NA		<u>NA O.D.</u> NA O.D.
NA IN A MARKEN NA INA INA INA INA INA INA INA INA INA	NO. OF B		O.D. set in	NA	OF concrete
NA lin.ft. complete fence NA style approx NA ft. high NA ga, NA			O.D. set in	NA	of concrete
LINE POSTS for NA fence to be NA OD Set in NA ft of concrete spaced NA ft on ce	ters GATE PC		O.D. set in	NA	of concrete
for NA fence, to be NA O.D. Set in NA ft. of concrete spaced NA ft. on ce LINE POSTS	Qty	Gate Type	Width	Height	O.D. Frame
for NA fence, to be NA O.D. Set in NA ft. of concrete spaced NA ft. on ce		Gate Type	eendun	rieght	0.0.110
DIAGRAM Supply all labor and materials					
#1 Weld Eye Lid to allow Pad lock					
#2 - Modify existing Main Iron Gate to allow Dead bolt including replace hinges with new Heavy Duty Seal Barring Hinges and remove existing Slide Bolt	South Be	y Fence, Inc. <b>8H</b>	ALL NOT BE	RESPONS	BLE for
#3 - Fabricate and install new 1 3/8 SCH 40 Cane Bolt and install new Slide Bol	noted Ex	water, phone, ca clusions: (Unles ing, Electrical G	s stated othe	erwise) Pei	mits, SWPP,
#4 - Install Heavy Duty Slide Bolt on existing 4ft x 7ft high Iron Swing Gate	Control	ing, cicotroal o	rounding, o	icarang, on	ading of Franio
#5 - Weld existing Cghain Link fork Latch back to Gate frame		DIGALERT N	EDED		
# 6 - Remove and replace Hionges on existing 20ft x 7ft high Double Drive Iron on South West Corner of school including Install 2 each 1 3/8 SCH 40 Car Bolt and weld Tamper Proof Lock Guard on Gates	,    L	<b>Apprentice</b> Over 15k re			CONTRACTS E OR OVER 30k
	Sta	ndard Wages		STAT	E or FED alling Wages
	TERMS:				
	50%	6 deposit balance	COD	Net 3	0 Days
Submitted by Estimator Rafael Perez	TOTAL	ONTRACT PRIC	E:	\$5,38	0.00
ACCEPTANCE: This Proposal signed on this day of20 becomes a contract when accepted by the seller and subject to the printed conditions on page 2 attached her	Taxes, if an	ry, are included in con		,- <b>0</b>	
Customer's Printed Name: Signature:	INTERN	AL USE:			
Property owned by:	CONTRA				
NOTICE: Proposals OVER \$25,000 are not valid unless signed below by OWNER or OFFICER					140 & 142
OWNER/OFFICER Date 12-3-24	DEP:	E	SOND:F	Page 16 of	16

COMDI ETE RV.

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

**BOARD MEETING DATE:** February 6, 2025

VIA: Gina A. Potter, Ed.D. Superintendent **FROM:** Jose F. Iniguez, Ed.D. Assistant Superintendent of Admin. Leadership, School Support & Safety

□ Informational ⊠ Action

# AGENDA ITEM: CUPCCAA AGREEMENT WITH SOUTH BAY FENCE FOR SMYTHE PERIMETER SCREEN PROJECT

# **BACKGROUND INFORMATION:**

This agenda item is intended to allow the Board to consider the potential approval and/or ratification of construction contracts in accordance with applicable law and District policy. The District previously adopted the California Uniform Public Construction Cost Accounting Act ("CUPCCAA") procedure for one of its approved procurement and award processes of public works construction project contracts as authorized by Public Contract Code section 22000 et. seq. The CUPCCAA process sets forth the statutorily required procedures for soliciting and procuring such construction contracts with projects under \$60k requiring only informal solicitation/quote process, contracts from \$60K to \$200K to be awarded via an informal competitive bid process.

The kindergarten playground at Smythe Elementary School is situated adjacent to Smythe Avenue. To enhance safety and security, a mesh fence will be installed around the perimeter of the kindergarten area.

# **RECOMMENDATION:**

Approve the CUPCCAA agreement with South Bay Fence to install a mesh fence around the perimeter of the Smythe Elementary School kindergarten area in the amount of \$6,900.00 from the Maintenance Fund.

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

2.3 Maintenance, Operations, Transportation, and Facilities support Ensure additional staff are available to maintain facilities, guaranteeing safety and access for all students, including those from unduplicated at each school site. Maximize personnel usage to ensure student safety and equitable access.

🗆 Renewal	🛛 New	□ Amendment	□ Ratify	□ Other			
Financial Im	plications?	Are fun	ds for this iten	n available in	the 2024-2025 Budget?		Requisition #
🛛 Yes	□ No		🛛 Yes	□ No	□ N/A		
	00.00 ount)			nance Fun ding source a	d (0100) nd/or location)		
Recomm	ended for:	⊠ Approval	🗆 Denia	l Certi	fication Requested	□ Yes	□ No

#### PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$60,000 NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

THIS CONTRACT made and entered into on the last date of signature hereto by and between

	SOUTH BAY FENCE	, hereinafter called the CONTRACTOR and
the		
	San Ysidro School District	hereinafter called the <b>DISTRICT</b>

WITNESSETH; the parties do hereby contract and agree as follows:

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT**, in accordance with the Terms & Conditions set forth in Attachment C hereof and incorporated herein by this reference and any specifications attached for a total contract price of: Six thousand nine hundred and 00/100 **Dollars (\$ 6,900.00 )** 

(MAY NOT EXCEED \$60,000), to be paid in full within thirty (30) days after completion and acceptance.

**NOTE - Payment and Performance Bonds:** For Contracts over \$25,000, the awarded contractor will be required to furnish the District with a Payment Bond equal to 100% of the contract amount and may be required to furnish a Performance Bond equal to 100% of the contract amount, prior to execution of the Contract, at no additional charge to the District. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California with a rating of A++, A+, A, or no less than A-.

2. LI	ICENS	E: Contr	actor	shall	be a	license	d contractor	pursuant	to	the	Business	and	Professions	Code	and
shall	be	licensed	in	the	follo	owing c	lassification:	. <u> </u>			<u>C-13</u>				·

3. CONSTRUCTION PERIOD: This contract shall commence on <u>January 1, 2025</u>, with work to be completed within \_\_\_\_\_\_(\_\_\_) consecutive days and/or by <u>June 30, 2025</u>.

4. **PREVAILING WAGE:** This PROJECT is a Public Work. Public works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor cannot submit a proposal or engage in the performance of any contract for public work as defined in Labor Code Chapter 1: Public Works, Labor Code sections 1720 - 1861, unless currently registered and qualified to perform public work pursuant to Sections 1725.5 and 1771.1.

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as determined by the Department of Industrial Relations, shall be paid to all workers employed on public works.

A copy of the per-diem rates of Prevailing Wages are on file and available for review at through the Department of Industrial Relations Website at http://www.dir.ca.gov/dlsr/pwd/index.htm.

Contractor is required to post all job site notices prescribed by regulation.

5. **SUBMISSION OF PROPOSAL/QUOTE:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

6. **SCOPE OF WORK:** CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:

**NOTE - Order of Precedence**: This contract, in conjunction with the terms and conditions in Attachments A, B & C take precedence over any Contractor supplied attachments.

#### SCOPE OF WORK

To fabricate and install 471 ft of 5'8" high 96% custom panels for a total of 11 sections. See Attachment for additional information (Proposal)

#### NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares: I am the \_\_\_\_\_\_\_of \_\_\_\_\_\_, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct

and that this declaration is executed on \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, California.

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

# SCHOOL SAFETY ACT - COMMUNICATIONS WITH PUPILS

	In accordance with Education Code Section 45125.1, the District has determined that migeprinting and certification will be required of the employees of the contractor who provide services under this contract (please complete certification form, Attachment A). In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District) Installation of physical barrier at the work site to limit contact with pupils. Surveillance of employees of the Contractor by school personnel. Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony. Supervisor's Name: Soc. Sec. No. (last 4 digits or full CDL#) In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows: XX Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days – may not include after school hours). Other, describe
District S	ignature:, Title: _Assistant Superintendent of Admin. Leadership, School Support & Safety
	Signature of District Official responsible for assuring selected conditions are met in accordance with n Code Section 45125.2, if applicable.
Contracto work.	or understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

X Work Specs/Scope of Work Statement	<u>X</u> Contractor Certification Form, Attachment A
<u>X</u> Certificates of Insurance	<u>X</u> Contractor DIR Registration Certification Form, Attachment B
<u>X</u> Workers' Compensation Insurance Certificate	<u>X</u> Terms and Conditions, Attachment C
<u>X</u> Non Collusion Affidavit	Purchase Order No <u>N/A</u>

### SMYTHE PERIMETER SCREEN CUPCCAA

**NOTE - Taxpayer Identification:** Federal Regulations (26 CFR 1.6041) requires non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable. The District requires a valid copy of a W-9 to be supplied upon request.

TYPE (	DF BUSINESS ENTITY Individual	TAX IDENTIFICATION				
	Sole Proprietorship Partnership Corporation	Employer Identification Number				
	Other	Social Security Number				
License No:	Classification:	Expiration Date:				
		y – Purchasing Dept:)				
	CSLB License & DIR Reg. verified by	, Date)				

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on Attachment A Certification Form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.1

All notices permitted or required under this contract shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Contract Execution

TRACTOR										
Accepted by - Print Name and Title										
Lea Marie Cruz										
Signature										
Email:										
STRICT										
District Representative – Print Name and Title										
Marilyn Adrianzen										
Chief Business Official										
Signature:										
Email:										
Marilyn.adrianzen@sysdschools.org										

#### ATTACHMENT A – CONTRACTOR PUPIL CONTACT CERTIFICATION FORM CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 (Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contractor shall not permit any employee to perform services who may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name	Social Security No (last 4 digits or full CDL#)

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

CONTR	ACTOR
Date:	Print Name and Title
Company Name	Signature

#### ATTACHMENT B **CERTIFICATION OF CONTRACTOR AND** SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION

Pursuant to Public Contract Code Section 1725.5, a Contractor or subcontractor must be registered with the Department of Industrial relations to engage in the performance of any defined public work contract.

I(Name),	(Title) certify that
Contractor Representative Print Name:	Title:
South Bay Fence, Inc.	DIR Registration Number:
3084 Main Street Chula Vista, CA 91911	DIR Registration Expiration Date:

is currently registered as a contractor with the Department of Industrial Relations (DIR).

Contractor further acknowledges:

- 1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
- 2. Contractor shall ensure that all subcontractors are registered prior to award of contract and maintain registered status for the duration of the project.
- Contractor is to furnish a DIR Registration Number for all subcontractors prior to contract award.
   Contractor shall only be able to substitute a subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work and district approves of the change.

Failure to comply with any of the above may result in immediate termination of contract.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Signature:

Date:

#### ATTACHMENT C TERMS AND CONDITIONS

**ARTICLE 1. PROPOSAL ACCEPTANCE:** Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

**ARTICLE 2. SITE EXAMINATION:** Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that it has made such site examination as it deems necessary as to the condition of the site, its accessibility for materials, workmen and utilities, and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

**ARTICLE 3. EQUIPMENT AND LABOR**: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

**ARTICLE 4. SUBCONTRACTING**: Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

**ARTICLE 5. ASSIGNMENT**: Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of District.

**ARTICLE 6. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**: The Contractor shall not commence work under this Contract until it has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this Project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall Contractor allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

a) **WORKER'S COMPENSATION INSURANCE**: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all its employees engaged in work under this contract, or at the site of the Project, and if the work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for subcontractor's employees. Any class of employee or employees not covered by subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide prior to performing the work of the contract, a Certificate regarding workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.

**ARTICLE 7. LABOR CODE COMPLIANCE:** A contractor or subcontractor shall not be qualified to engage in the performance of any contract for public work as defined in Labor Code Chapter 1: Public Works, Labor Code sections 1720 - 1861, unless currently registered and qualified to perform public work pursuant to Sections 1725.5 and 1771.1. Public works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall maintain DIR registered status for the duration of the project without a gap in registered and maintain registered status for the duration of the project.

The Contractor hereby stipulates that it shall comply with the applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5 ("Public Works Labor Code Provisions"), including, but not limited to, the payment of the general prevailing rates for public works projects of more than One Thousand Dollars (\$1,000) (§1771), hiring of Apprentices (§ 1777.5) and Working Hours (§ 1813), and Payroll Records (§ 1776). Prevailing rate of per diem wages are on the website of the Division of Labor Statistics and Research of the Department of Industrial Relations at www.dir.ca.gov/OPRL/. Contractor shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

Contractor or subcontractor shall, as a penalty to the District, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 of the Public Works Labor Code Provisions.

With regard to hiring of apprentices, the responsibility of compliance with Labor Code section 1777.5 shall rest with the Contractor.

Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Said determinations are available to any interested party on the web site (www.dir.ca.gov).

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Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes.

Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- b) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of

District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

ARTICLE 8. APPRENTICES: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However,

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#### SMYTHE PERIMETER SCREEN CUPCCAA

approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the join apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards my grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not proposing work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to

the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his proposal for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

**ARTICLE 9. WORK HOURS:** As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work.

The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contact upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law

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Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

ARTICLE 10. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend, indemnify, and hold harmless the District, its officials, employees, agents and volunteers, against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages or injury, in law or equity to property or persons, including wrongful death, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the Project or this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants, volunteers or employees, including, without limitation, Claims caused by the concurrent act. error. omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees. Contractor shall reimburse District and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

ARTICLE 11. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

**ARTICLE 12. PATENTS, ROYALTIES AND INDEMNITIES:** The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

**ARTICLE 13. GUARANTEE:** Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District,

ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

ARTICLE 14. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at its discretion to prevent the threatened loss or injury. It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present

#### ARTICLE 15. DISTRICT'S RIGHT TO TERMINATE CONTRACT:

If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate. In the event this contract is terminated as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

#### ARTICLE 16. COMPLIANCE WITH STORM WATER PERMIT:

Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") - General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs. .Contractor shall provide copies of all reports and monitoring information to the District Representative.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. The Contractor, by signing this contract, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its proposal accordingly, and assumes any and all risks and liabilities arising therefrom. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for fines or delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit or other regulatory regulations. Contractor shall provide copies of all reports and monitoring information to the District Representative.

**ARTICLE 17. CLEAN UP:** Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

ARTICLE 18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 19. EXCAVATION DEEPER THAN FOUR FEET: If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 20. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES: The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section . 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

**ARTICLE 21. CHANGES AND CHANGE ORDERS:** Change orders may not cause the total aggregate cost of the project to exceed \$60,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make

#### Page 10 of 14

ARTICLE 22. PAYMENTS: The Contractor shall submit to the District an invoice requesting payment for completion of the Work. The District shall review payment request and, as soon as practical, shall: (i) certify that the request is correct in all aspects and should be paid by the District; (ii) reject the request as not proper, stating the reason(s) why rejection is appropriate; or (iii) require that the Contractor provide additional information that the District reasonably determines is necessary to verify the requested payment amount. In the event the District rejects the request for payment, the Contractor may resubmit the request with additional or new information establishing why payment should be made despite the reason(s) set forth in the District's initial rejection. The District shall pay the undisputed amount of the Contractor's request for payment, less any amounts that may be withheld or retained pursuant to this Contract or applicable law, within thirty (30) days of receipt of such request and in accordance with Public Contract Code Section 20104.50.

#### ARTICLE 23. RESOLUTION OF CONSTRUCTION CLAIMS OF

**\$375,000 OR LESS:** For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim or any portion of the claim or any portion of the claim remains in dispute following the meet and confer (meet and conference) to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the

meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with section 2060.010 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.

ARTICLE 24. DEFAULT BY CONTRACTOR: When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

ARTICLE 25. WORKERS AND SUPERVISION: Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

**ARTICLE 26. SUBSTITUTIONS**: No substitutions of materials from those specified in the Work Specifications shall be made without the prior written approval of the District.

ARTICLE 27. ACCESS TO WORK: District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

**ARTICLE 28. OCCUPANCY:** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

ARTICLE 29. ASSIGNMENT OF CONTRACT AND PURCHASE ORDER: The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

**ARTICLE 30. FORCE MAJEURE**: The parties to this contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by Act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

**ARTICLE 31. PERMITS AND LICENSES**: The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

ARTICLE 32. CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in carrying out other terms and conditions of the purchase order, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

**ARTICLE 33. ASSIGNMENT OF CLAIMS**: In submitting a quote on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

ARTICLE 34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Contractor shall bear all costs arising therefrom.

**ARTICLE 35. TIME IS OF THE ESSENCE**: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

**ARTICLE 36. GOVERNING LAW:** This contract shall be governed by and construed in accordance with the laws of the State of California.

**ARTICLE 37. NO ORAL MODIFICATION**: Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

ARTICLE 38. ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA): All contract work that is performed for the San Ysidro School District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District buildings.

**ARTICLE 39. PROHIBITION AGAINST LEAD-BASED MATERIALS:** In accordance with the Lead-Safe Schools Protection Act (Education Code Section 32240 *et seq.*), the Contractor shall not use for purposes of the Work, or incorporate into the Work, any lead-based paint, lead plumbing or solders, or other materials, equipment or other things that, in whole or in part, consist of lead and, therefore, may be a potential source of lead contamination.

ARTICLE 40. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

**ARTICLE 41. DVBE PARTICIPATION**: This contract will be subject to disabled veterans participation goals and record retention program if State funding is used for the Project. If applicable, in accordance with Education Code section 17076.11, this District will implement its participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such project, Contractor shall provide appropriate documentation to the District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.

[Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. Contractor

agrees to provide the State or the District with any relevant information requested and shall permit the State and/or the District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Contractor agrees to maintain such records for a period of three (3) years after final payment under the contract.]

ARTICLE 42. PROJECT-RELATED RECORDS: The Contractor shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Work ("Project Records"), including, but not limited to, Change Orders, submittals, requests for information, daily reports, correspondence, permits, insurance policies, certificates of insurance, testing and inspection reports, and safety records. The Contractor shall keep such accurate and comprehensive Project Records as are (i) necessary for proper administration and performance of the Work and (ii) required by law or this Contract. All Project Records, as applicable, shall be maintained in accordance with generally-accepted accounting principles. If the Contract Amount, as adjusted pursuant to this Contract, exceeds \$10,000, then, in accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Contract. In addition, the District hereby has the right to examine, review, audit and/or copy the Records of the Work during the fouryear period following final payment to the Contractor pursuant to the Contract. Therefore, the Contractor shall make the Project Records available at its offices at all reasonable times during the performance of the Work and for four (4) years from the Governing Board accepts the Work. However, if any audit is commenced within such four (4) year period, the Contractor shall make the Project Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Project Records for such longer period as may be required by federal law.

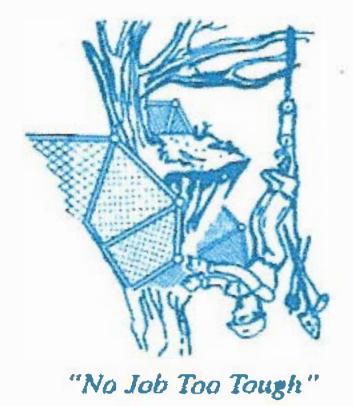
# THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS consisting of Articles 1 through 42

## **INSERT PAYMENT AND PERFORMANCE BONDS IF OVER \$25,000.**

Waived because the project is not over \$25,000.00

(Balance of page intentionally blank.)

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PROP	OSAL
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Job No.

South Bay Jence, Inc.

3084 Main Street Chula Vista, CA 91911

Lic # 343571

Phone: (619) 420-3410 (619) 420-5665 Fax:

Name	San Ysidro School District		Project Peri	meter Scree	<u>n</u>		Date	9-10-24
Contact	Daniel Camberos	Phone	619-454-1134	F	ax or Email	daniel.camb	eros@sys	sdschools.org
Billing Ad	dress				City			
Job Addr	ess Smythe Elem				City			

# TO FURNISH MATERIAL AS SPECIFIED BELOW FOR INSTALLATION AT AND/OR SHIPMENT TO:

471f	Un.ft. of fencing	Fei	nce Height Overa	all (	6 <b>ft</b> ft.	Plu	S	n/a	Strands	of Barb Wire	Te	ension Wire	n/a		
as specifie	ed herein.					Plu	S	n/a	Razzor F	Ribbon		n/a Top	n	la	Bttm
471 <b>ft</b>	lin.ft. complete fence	screen	style approx	6ft	ft. high	96%	ga.	<u>а</u> й	mesh	LIN.FT. OF TOF	PRAIL	n/a		n/a	0.D.
										NO. OF BRACE		n/a		n/a	O.D.
n/a	lin.ft. complete fence	n/a	style approx	n/a	ft. high	n/a	ga.	n/a	mesh	CRN POST	n/a	O.D. set in	n/a	of co	oncrete

# LINE POSTS

for	n/a	fence, to be	n/a	O.D. Set in	n/a	ft. of concrete spaced	n/a	ft. on centers	
LIN	LINE POSTS								
for	n/a	fence, to be	n/a	O.D. Set in	n/a	ft. of concrete spaced	n/a	ft. on centers	

for n/a fence, to be n/a DIAGRAM

Supply all labor and materials

To fabricate and install 471ft of 5'8" high 96% Custom Panels for a total of 11 Sections

END POST	'S n/a	O.D. set in	n/a	of concrete			
GATE POS	sts n/a	O.D. set in	n/a	of concrete			
Qty	Gate Type	Width	Height	O.D. Frame			
3. <del></del>		·					
South Bay Fence, Inc. for irrigation, water, phone, cable, or underground utility lines unless noted (Unless stated otherwise) Permits, SWPP, Engineering, Electrical Grounding, Clearing, Grading & Traffic Control							
Stand	dard Wages	STATE or FED Prevailing Wages					
TERMS:							
50%	deposit balance	Net30 Days					

					Nelso Days
Submitted by Estimator	n		TOTAL	CONTRACT PRICE:	\$6,900.00
This Proposal signed on this becomes a contract when accepted by the sel	day of ler and subject to the	20	Taxes , if a	any, are included in contract price.	
Customer's Printed Name:	Signa	ture:		VAL USE:	
Property owned by:			CONTRA	ACT/PO:	
Proposals OVER \$25,000 are not va	lid unless signed below by OW	NER or OFFICER	COI:	DIR ID#:	DAS140 & 142
OWNER/OFFICER	Date	9-10-24		BOND:	NTP:

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

**BOARD MEETING DATE:** February 6, 2025

VIA: Gina A. Potter, Ed.D. Superintendent **FROM:** Jose F. Iniguez, Ed.D. Assistant Superintendent of Admin. Leadership, School Support & Safety

□ Informational ⊠ Action

# AGENDA ITEM: CUPCCAA AGREEMENT WITH SOUTH BAY FENCE FOR OCEAN VIEW HILLS FENCE AND GATE PROJECT

# **BACKGROUND INFORMATION:**

This agenda item is intended to allow the Board to consider the potential approval and/or ratification of construction contracts in accordance with applicable law and District policy. The District previously adopted the California Uniform Public Construction Cost Accounting Act ("CUPCCAA") procedure for one of its approved procurement and award processes of public works construction project contracts as authorized by Public Contract Code section 22000 et. seq. The CUPCCAA process sets forth the statutorily required procedures for soliciting and procuring such construction contracts with projects under \$60k requiring only informal solicitation/quote process, contracts from \$60K to \$200K to be awarded via an informal competitive bid process.

At the November 7, 2024 Board Meeting, the Board approved a proposal from South Bay Fence to install fences and gates behind the two (2) new relocatable buildings at Ocean View Hills School. Design changes to the project for improved safety measures have resulted in a cost increase of \$7,885.00. An updated proposal from South Bay Fence has been submitted for approval. The new contract total is \$23,780.00.

Staff is requesting approval of an amended and restated proposal with South Bay Fence for the installation of fences and gates behind the two (2) new relocatable buildings for the Ocean View Hills School project. This would make the original proposal (\$15,895.00) null and void to be replaced with this new CUPCCAA Agreement.

# **RECOMMENDATION:**

Approve the CUPCCAA Agreement with South Bay Fence for the installation of fences and gates behind the two (2) new relocatable buildings for the Ocean View Hills Projects in the new amount of \$23,780.00 from the Developer Fees funds.

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

Goal 2.3 – Provide sufficient, safe, well-maintained, and visually appealing facilities that create an environment for improving student achievement.

🗆 Renewal	□ New	🛛 Amendment	□ Ratify	□ Other					
Financial Implications?		Are funds for this item available in the 2024-2025 Budget?				_	Requisition #		
🛛 Yes	□ No		🛛 Yes	🗆 No	□ N/A				
\$23,780.00 (Amount)			1	er Fees Fur ding source an	nd (2518) nd/or location)				
Recomme	ended for:	⊠ Approval	🗆 Denia	l Certif	fication Requested	□ Yes	□ No		

#### OVHS – PORTABLES – 2 GROWTH PORTABLES-PHASE 2 (FP) & SCIENCE CONV. U CUPCCAA

#### PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$60,000 NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

THIS CONTRACT made and entered into on the last date of signature hereto by and between

	South Bay Fence Inc.	, hereinafter called the CONTRACTOR
and the		
	San Ysidro School District	, hereinafter called the <b>DISTRICT.</b>

WITNESSETH; the parties do hereby contract and agree as follows:

1. The **CONTRACTOR** shall furnish labor and materials to the **DISTRICT**, in accordance with the Terms & Conditions set forth in Attachment C hereof and incorporated herein by this reference and any specifications attached for a total contract price of: \_\_\_\_\_\_\_Twenty three thousand seven hundred eighty and 00/100 \_\_\_\_\_\_ **Dollars (\$\_23,780.00\_\_)** 

(MAY NOT EXCEED \$60,000), to be paid in full within thirty (30) days after completion and acceptance.

**NOTE - Payment and Performance Bonds:** For Contracts over \$25,000, the awarded contractor will be required to furnish the District with a Payment Bond equal to 100% of the contract amount and may be required to furnish a Performance Bond equal to 100% of the contract amount, prior to execution of the Contract, at no additional charge to the District. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California with a rating of A++, A+, A, or no less than A-.

2. I	LICENS	E: Contr	actor	shall	be	а	licensed	contractor	pursuant	to	the	Business	and	Professions	Code	and
shall	be	licensed	in	the	fol	llow	ing cla	ssification:	. <u></u>			<u>C-13</u>				·

3. CONSTRUCTION PERIOD:	This contract shall commence on	January 1, 2025	, with work to be
completed within	(	) consecutive days and/or by Ju	ne 30, 2025

4. **PREVAILING WAGE:** This PROJECT is a Public Work. Public works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor cannot submit a proposal or engage in the performance of any contract for public work as defined in Labor Code Chapter 1: Public Works, Labor Code sections 1720 - 1861, unless currently registered and qualified to perform public work pursuant to Sections 1725.5 and 1771.1.

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as determined by the Department of Industrial Relations, shall be paid to all workers employed on public works.

A copy of the per-diem rates of Prevailing Wages are on file and available for review at through the Department of Industrial Relations Website at http://www.dir.ca.gov/dlsr/pwd/index.htm.

Contractor is required to post all job site notices prescribed by regulation.

5. **SUBMISSION OF PROPOSAL/QUOTE:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

6. **SCOPE OF WORK:** CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:

**NOTE - Order of Precedence**: This contract, in conjunction with the terms and conditions in Attachments A, B & C take precedence over any Contractor supplied attachments.

### SCOPE OF WORK

Install 137ft of 6ft high 8 gauge heavy fused black bonded chain link including each 24ft x 6ft high double drive chain link gate and 1 each 4ft x 6ft high ADA compliance chain link gate with Mammoth self closing hinges and von Duprin stainless steel pacic bar and 12" kick plate. See Attachment for additional information (Proposal)

#### NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares: I am the \_\_\_\_\_\_\_of \_\_\_\_\_\_, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct

and that this declaration is executed on \_\_\_\_\_, 20\_\_\_, at \_\_\_\_\_, California.

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

In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of the employees of the contractor who provide services under this contract (please complete certification form, Attachment A).         In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)         Installation of physical barrier at the work site to limit contact with pupils.         Surveillance of employees of the Contractor by school personnel.         Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.         Supervisor's Name:         Soc. Sec. No. (last 4 digits or full CDL#)         In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justifications is as follows:         XX       Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days – may not include after school hours).         Other, describe
District Signature:, Title: _Assistant Superintendent of Administrative Leadership, School Support & Safety
Date: Signature of District Official responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable.
Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work.
IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

X Work Specs/Scope of Work Statement	<u>X</u> Contractor Certification Form, Attachment A
<u>X</u> Certificates of Insurance	<u>X</u> Contractor DIR Registration Certification Form,
_X Workers' Compensation Insurance Certificate	Attachment B <u>X</u> Terms and Conditions,
<u>X</u> Non Collusion Affidavit	Attachment C <u>X</u> Purchase Order No

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**NOTE - Taxpayer Identification:** Federal Regulations (26 CFR 1.6041) requires non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable. The District requires a valid copy of a W-9 to be supplied upon request.

Ir	B <mark>USINESS ENTITY</mark> ndividual	TAX IDENTIFICATION	
F	Sole Proprietorship Partnership Corporation	Employer Identification Number	
	Other	Social Security Number	
License No:	Classification:	Expiration Date:	
	(District Use	Only – Purchasing Dept <sup>.</sup> )	

(District Use 0	Only – Purchasing Dept:)	
CSLB License & DIR Reg. verified by	, Date)	

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on Attachment A Certification Form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.1

All notices permitted or required under this contract shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Contract Execution				
CONTRACTOR				
Date:	Accepted by - Print Name and Title			
	Lea Marie Cruz			
Company Name and Street Address:	Signature			
South Bay Fence, Inc. 3084 Main Street Chula Vista, CA 91911				
Phone: (619) 420-3410	Email:			
DIS	<b>TRICT</b>			
Date:	District Representative – Print Name and Title			
	Marilyn Adrianzen Chief Business Official			
District Name and Street Address:	Signature:			
San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173				
Phone: 619-428-4476 x 3004	Email: Marilyn.adrianzen@sysdschools.org			
010 120 1110 X 0004	manymaananzonesysasonools.org			

#### ATTACHMENT A – CONTRACTOR PUPIL CONTACT CERTIFICATION FORM CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 (Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contractor shall not permit any employee to perform services who may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name	Social Security No (last 4 digits or full CDL#)

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

CONTRACTOR		
Date:	Print Name and Title	
Company Name	Signature	

#### ATTACHMENT B CERTIFICATION OF CONTRACTOR AND SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION

Pursuant to Public Contract Code Section 1725.5, a Contractor or subcontractor must be registered with the Department of Industrial relations to engage in the performance of any defined public work contract.

I(Name),	(Title) certify that
Contractor Representative Print Name:	Title:
South Bay Fence, Inc.	DIR Registration Number:
3084 Main Street Chula Vista, CA 91911	DIR Registration Expiration Date:

is currently registered as a contractor with the Department of Industrial Relations (DIR).

Contractor further acknowledges:

- 1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
- 2. Contractor shall ensure that all subcontractors are registered prior to award of contract and maintain registered status for the duration of the project.
- 3. Contractor is to furnish a DIR Registration Number for all subcontractors prior to contract award.
- 4. Contractor shall only be able to substitute a subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work and district approves of the change.

Failure to comply with any of the above may result in immediate termination of contract.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Signature:

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

#### ATTACHMENT C TERMS AND CONDITIONS

**ARTICLE 1. PROPOSAL ACCEPTANCE:** Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

**ARTICLE 2. SITE EXAMINATION:** Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that it has made such site examination as it deems necessary as to the condition of the site, its accessibility for materials, workmen and utilities, and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

**ARTICLE 3. EQUIPMENT AND LABOR**: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

**ARTICLE 4. SUBCONTRACTING**: Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

**ARTICLE 5. ASSIGNMENT**: Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of District.

**ARTICLE 6. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**: The Contractor shall not commence work under this Contract until it has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this Project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall Contractor allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

a) **WORKER'S COMPENSATION INSURANCE**: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all its employees engaged in work under this contract, or at the site of the Project, and if the work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for subcontractor's employees. Any class of employee or employees not covered by subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide prior to performing the work of the contract, a Certificate regarding workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.

**ARTICLE 7. LABOR CODE COMPLIANCE:** A contractor or subcontractor shall not be qualified to engage in the performance of any contract for public work as defined in Labor Code Chapter 1: Public Works, Labor Code sections 1720 - 1861, unless currently registered and qualified to perform public work pursuant to Sections 1725.5 and 1771.1. Public works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall maintain DIR registered status for the duration of the project without a gap in registered and maintain registered status for the duration of the project.

The Contractor hereby stipulates that it shall comply with the applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5 ("Public Works Labor Code Provisions"), including, but not limited to, the payment of the general prevailing rates for public works projects of more than One Thousand Dollars (\$1,000) (\$1771), hiring of Apprentices (\$1777.5) and Working Hours (\$1813), and Payroll Records (\$1776). Prevailing rate of per diem wages are on the website of the Division of Labor Statistics and Research of the Department of Industrial Relations at www.dir.ca.gov/OPRL/. Contractor shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

Contractor or subcontractor shall, as a penalty to the District, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 of the Public Works Labor Code Provisions.

With regard to hiring of apprentices, the responsibility of compliance with Labor Code section 1777.5 shall rest with the Contractor.

Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Said determinations are available to any interested party on the web site (www.dir.ca.gov).

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Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes.

Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of

District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

**ARTICLE 8. APPRENTICES:** Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However,

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approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the join apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards my grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not proposing work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to

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the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his proposal for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

**ARTICLE 9. WORK HOURS:** As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work.

The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contact upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law

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Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

ARTICLE 10. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend, indemnify, and hold harmless the District, its officials, employees, agents and volunteers, against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages or injury, in law or equity to property or persons, including wrongful death, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the Project or this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants, volunteers or employees, including, without limitation, Claims caused by the concurrent act. error. omission or negligence of District or its However, Contractor shall have no agents or employees. obligation to defend or indemnify District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees. Contractor shall reimburse District and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

ARTICLE 11. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

**ARTICLE 12. PATENTS, ROYALTIES AND INDEMNITIES:** The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

**ARTICLE 13. GUARANTEE:** Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District,

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ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

ARTICLE 14. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at its discretion to prevent the threatened loss or injury. It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present

#### ARTICLE 15. DISTRICT'S RIGHT TO TERMINATE CONTRACT:

If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate. In the event this contract is terminated as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

#### ARTICLE 16. COMPLIANCE WITH STORM WATER PERMIT:

Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") - General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs. .Contractor shall provide copies of all reports and monitoring information to the District Representative.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. The Contractor, by signing this contract, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its proposal accordingly, and assumes any and all risks and liabilities arising therefrom. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for fines or delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit or other regulatory regulations. Contractor shall provide copies of all reports and monitoring information to the District Representative.

ARTICLE 17. CLEAN UP: Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

#### ARTICLE 18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 19. EXCAVATION DEEPER THAN FOUR FEET: If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

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- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to proposers prior to the deadline for submitting proposals. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 20. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES: The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

**ARTICLE 21. CHANGES AND CHANGE ORDERS:** Change orders may not cause the total aggregate cost of the project to exceed \$60,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make

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minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 22. PAYMENTS: The Contractor shall submit to the District an invoice requesting payment for completion of the Work. The District shall review payment request and, as soon as practical, shall: (i) certify that the request is correct in all aspects and should be paid by the District; (ii) reject the request as not proper, stating the reason(s) why rejection is appropriate; or (iii) require that the Contractor provide additional information that the District reasonably determines is necessary to verify the requested payment amount. In the event the District rejects the request for payment, the Contractor may resubmit the request with additional or new information establishing why payment should be made despite the reason(s) set forth in the District's initial rejection. The District shall pay the undisputed amount of the Contractor's request for payment, less any amounts that may be withheld or retained pursuant to this Contract or applicable law, within thirty (30) days of receipt of such request and in accordance with Public Contract Code Section 20104.50.

#### ARTICLE 23. RESOLUTION OF CONSTRUCTION CLAIMS OF

**\$375,000 OR LESS:** For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days.

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meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with section 2060.010 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.

ARTICLE 24. DEFAULT BY CONTRACTOR: When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

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ARTICLE 25. WORKERS AND SUPERVISION: Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

**ARTICLE 26. SUBSTITUTIONS**: No substitutions of materials from those specified in the Work Specifications shall be made without the prior written approval of the District.

ARTICLE 27. ACCESS TO WORK: District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

**ARTICLE 28. OCCUPANCY:** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

ARTICLE 29. ASSIGNMENT OF CONTRACT AND PURCHASE ORDER: The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

**ARTICLE 30. FORCE MAJEURE**: The parties to this contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by Act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

**ARTICLE 31. PERMITS AND LICENSES**: The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

ARTICLE 32. CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in carrying out other terms and conditions of the purchase order, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

ARTICLE 33. ASSIGNMENT OF CLAIMS: In submitting a quote on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

ARTICLE 34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract

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is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Contractor shall bear all costs arising therefrom.

**ARTICLE 35. TIME IS OF THE ESSENCE**: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

**ARTICLE 36. GOVERNING LAW**: This contract shall be governed by and construed in accordance with the laws of the State of California.

**ARTICLE 37. NO ORAL MODIFICATION:** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

ARTICLE 38. ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA): All contract work that is performed for the San Marcos Unified School District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District buildings.

**ARTICLE 39. PROHIBITION AGAINST LEAD-BASED MATERIALS:** In accordance with the Lead-Safe Schools Protection Act (Education Code Section 32240 *et seq.*), the Contractor shall not use for purposes of the Work, or incorporate into the Work, any lead-based paint, lead plumbing or solders, or other materials, equipment or other things that, in whole or in part, consist of lead and, therefore, may be a potential source of lead contamination.

**ARTICLE 40. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY:** All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

**ARTICLE 41. DVBE PARTICIPATION**: This contract will be subject to disabled veterans participation goals and record retention program if State funding is used for the Project. If applicable, in accordance with Education Code section 17076.11, this District will implement its participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such project, Contractor shall provide appropriate documentation to the District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.

[Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. Contractor

agrees to provide the State or the District with any relevant information requested and shall permit the State and/or the District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Contractor agrees to maintain such records for a period of three (3) years after final payment under the contract.]

ARTICLE 42. PROJECT-RELATED RECORDS: The Contractor shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Work ("Project Records"), including, but not limited to, Change Orders, submittals, requests for information, daily reports, correspondence, permits, insurance policies, certificates of insurance, testing and inspection reports, and safety records. The Contractor shall keep such accurate and comprehensive Project Records as are (i) necessary for proper administration and performance of the Work and (ii) required by law or this Contract. All Project Records, as applicable, shall be maintained in accordance with generally-accepted accounting principles. If the Contract Amount, as adjusted pursuant to this Contract, exceeds \$10,000, then, in accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Contract. In addition, the District hereby has the right to examine, review, audit and/or copy the Records of the Work during the fouryear period following final payment to the Contractor pursuant to the Contract. Therefore, the Contractor shall make the Project Records available at its offices at all reasonable times during the performance of the Work and for four (4) years from the Governing Board accepts the Work. However, if any audit is commenced within such four (4) year period, the Contractor shall make the Project Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Project Records for such longer period as may be required by federal law

# THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS consisting of Articles 1 through 42

**INSERT PAYMENT AND PERFORMANCE BONDS IF OVER \$25,000.** 

(Balance of page intentionally blank.)

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## SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

**BOARD MEETING DATE:** February 6, 2025

VIA: Gina A. Potter, Ed.D. Superintendent **FROM:** Jose F. Iniguez, Ed.D. Assistant Superintendent of Admin. Leadership, School Support & Safety

□ Informational ⊠ Action

# AGENDA ITEM: CUPCCAA AGREEMENT WITH SOUTH BAY FENCE FOR WILLOW ELEMENTARY SCHOOL PROJECT

## **BACKGROUND INFORMATION:**

This agenda item is intended to allow the Board to consider the potential approval and/or ratification of construction contracts in accordance with applicable law and District policy. The District previously adopted the California Uniform Public Construction Cost Accounting Act ("CUPCCAA") procedure for one of its approved procurement and award processes of public works construction project contracts as authorized by Public Contract Code section 22000 et. seq. The CUPCCAA process sets forth the statutorily required procedures for soliciting and procuring such construction contracts with projects under \$60k requiring only informal solicitation/quote process, contracts from \$60K to \$200K to be awarded via an informal competitive bid process.

In April 2024 bids were received for a security fence project at Willow Elementary School. a 12' security fence has been installed and there is a need for three (3) man gates to allow access for maintenance staff.

## **RECOMMENDATION:**

Approve the CUPCCAA agreement with South Bay Fence for installation of three (3) man gates for the Willow Elementary School Security Project in the amount of \$8,745.00 from the General Obligation Bond Measure T Funds.

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

□ Renewal	🛛 New	□ Amendment	□ Ratify	□ Other			
Financial Im	plications?	Are fund	ls for this iten	n available in	the 2024-2025 Budget?	_	Requisition #
🛛 Yes	□ No		🛛 Yes	□ No	□ N/A		
\$8,74 (Amo	15.00 ount)		,		D FUNDS (2139) nd/or location)		
Recomm	ended for:	⊠ Approval	🗆 Denia	l Certi	fication Requested	□ Yes	□ No

#### WILLOW SECURITY FENCE SAFETY AND SECURITY IMPROVEMENTS CUPCCAA

#### PUBLIC WORKS CONTRACT FOR SERVICES UNDER \$60,000 NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

THIS CONTRACT made and entered into on the last date of signature hereto by and between

	South Bay Fence Inc.	, hereinafter called the CONTRACTO			
and the					
	San Ysidro School District	, hereinafter called the <b>DISTRICT</b> .			

WITNESSETH; the parties do hereby contract and agree as follows:

(MAY NOT EXCEED \$60,000), to be paid in full within thirty (30) days after completion and acceptance.

**NOTE - Payment and Performance Bonds:** For Contracts over \$25,000, the awarded contractor will be required to furnish the District with a Payment Bond equal to 100% of the contract amount and may be required to furnish a Performance Bond equal to 100% of the contract amount, prior to execution of the Contract, at no additional charge to the District. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California with a rating of A++, A+, A, or no less than A-.

2.	LICENS	SE:	Contra	actor	shall	be a	a lic	censed	contractor	pursuant	to	the	Business	and	Professions	Code	and
shal	l be	lice	ensed	in	the	follo	owing	g cla	ssification:				<u>C-13</u>				<u> </u>

3. CONSTRUCTION PERIOD:	This contract shall commence on	January 1, 2025	, with work to be
completed within	(	) consecutive days and/or by	<u>June 30, 2025</u> .

4. **PREVAILING WAGE:** This PROJECT is a Public Work. Public works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor cannot submit a proposal or engage in the performance of any contract for public work as defined in Labor Code Chapter 1: Public Works, Labor Code sections 1720 - 1861, unless currently registered and qualified to perform public work pursuant to Sections 1725.5 and 1771.1.

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as determined by the Department of Industrial Relations, shall be paid to all workers employed on public works.

A copy of the per-diem rates of Prevailing Wages are on file and available for review at through the Department of Industrial Relations Website at http://www.dir.ca.gov/dlsr/pwd/index.htm.

Contractor is required to post all job site notices prescribed by regulation.

5. **SUBMISSION OF PROPOSAL/QUOTE:** By submitting a proposal, contractors warrant that they have made a site examination as they deem necessary as to the condition of the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

6. **SCOPE OF WORK**: CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIAL IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:

**NOTE - Order of Precedence**: This contract, in conjunction with the terms and conditions in Attachments A, B & C take precedence over any Contractor supplied attachments.

### SCOPE OF WORK

To fabricate and install 3 each 4ft x 8ft single swing gates including dig and set 3 each 2 7/8 SCH 40 gate post with concrete footings weld 2 3/8 SCH 40 over head and make up chain link at both ends. Twist overhead mini mesh chain link. See Attachment for additional information (Proposal)

#### NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares: I am the \_\_\_\_\_\_\_of \_\_\_\_\_\_, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct

and that this declaration is executed on \_\_\_\_\_, 20\_\_\_, at \_\_\_\_\_, California.

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

the In 45 	<ul> <li>accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of employees of the contractor who provide services under this contract (please complete certification form, Attachment A).</li> <li>accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 25.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree on more of the following: (to be determined by District)         <ul> <li>Installation of physical barrier at the work site to limit contact with pupils.</li> <li>Surveillance of employees of the Contractor by school personnel.</li> <li>Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.</li> <li>Supervisor's Name:</li> </ul> </li> </ul>
VV In	Soc. Sec. No. (last 4 digits or full CDL#)
Econ	<ul> <li>accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Jucation Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have y "limited contact" with pupils on the site. Justifications is as follows:</li> <li><u>X</u> Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days – may not include after school hours).</li> </ul>
	Other, describe
District Signat	re:, Title: _Asst. Superintendent of Administrative Leadership, School Support & Safet
	Signature of District Official responsible for assuring selected conditions are met in accordance with e Section 45125.2, if applicable.
Contractor un work.	erstands that District department staff may monitor and evaluate adherence to these conditions during the performance of their

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents as listed below:

X Work Specs/Scope of Work Statement	<u>X</u> Contractor Certification Form, Attachment A
_X Certificates of Insurance	<u>X</u> Contractor DIR Registration Certification Form, Attachment B
<u>X</u> Workers' Compensation Insurance Certificate	<u>X</u> Terms and Conditions, Attachment C
_X Non Collusion Affidavit	<u>X</u> Purchase Order No.

#### WILLOW SECURITY FENCE SAFETY AND SECURITY IMPROVEMENTS CUPCCAA

NOTE - Taxpayer Identification: Federal Regulations (26 CFR 1.6041) requires non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security Number, whichever is applicable. The District requires a valid copy of a W-9 to be supplied upon request.

	BUSINESS ENTITY ndividual Sole Proprietorship	TAX IDENTIFICATION	
F	Partnership Corporation	Employer Identification Number	
	Dther	Social Security Number	
License No:	Classification:	Expiration Date:	
	(District Use	Only – Purchasing Dept:)	

(District Use	e Only – Purchasing Dept:)	
CSLB License & DIR Reg. verified by	/, Date	

...

I hereby agree to abide by these terms and conditions if awarded the project as described herein. Under penalty of perjury I certify that I am a duly authorized agent/representative of the company providing this proposal. I also certify that none of the individuals identified on Attachment A Certification Form (if applicable) or any individual identified above as been convicted of a felony as defined in Education Code 45122.1

All notices permitted or required under this contract shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Contrac	t Execution			
CONTRACTOR				
Date:	Accepted by - Print Name and Title			
	Lea Marie Cruz			
Company Name and Street Address:	Signature			
South Bay Fence, Inc. 3084 Main Street Chula Vista, CA 91911				
Phone: (619) 420-3410	Email:			
DIS	STRICT			
Date:	District Representative – Print Name and Title			
	Marilyn Adrianzen Chief Business Official			
District Name and Street Address:	Signature:			
San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173				
Phone: 619-428-4476 x 3004	Email: Marilyn.adrianzen@sysdschools.org			
013-420-4470 X 3004	เพลามุก.ลนกลาวะกาษรั้งรับรับกับบริเปญ			

#### ATTACHMENT A – CONTRACTOR PUPIL CONTACT CERTIFICATION FORM CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 (Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contractor shall not permit any employee to perform services who may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor for using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document Contractor agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of contractor who may come in contact with pupils in the performance of services in this contract.

Name	Social Security No (last 4 digits or full CDL#)

I certify that none of the individuals identified above has been convicted of a felony as defined in Education Code Section 45122.1.

CONTRACTOR				
Date:	Print Name and Title			
Company Name	Signature			

#### WILLOW SECURITY FENCE SAFETY AND SECURITY IMPROVEMENTS CUPCCAA

#### ATTACHMENT B **CERTIFICATION OF CONTRACTOR AND** SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION

Pursuant to Public Contract Code Section 1725.5, a Contractor or subcontractor must be registered with the Department of Industrial relations to engage in the performance of any defined public work contract.

I(Name),	(Title) certify that
Contractor Representative Print Name:	Title:
South Bay Fence, Inc.	DIR Registration Number:
3084 Main Street Chula Vista, CA 91911	DIR Registration Expiration Date:

is currently registered as a contractor with the Department of Industrial Relations (DIR).

Contractor further acknowledges:

- 1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
- 2. Contractor shall ensure that all subcontractors are registered prior to award of contract and maintain registered status for the duration of the project.
- Contractor is to furnish a DIR Registration Number for all subcontractors prior to contract award.
   Contractor shall only be able to substitute a subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work and district approves of the change.

Failure to comply with any of the above may result in immediate termination of contract.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Signature:

Date:

#### ATTACHMENT C TERMS AND CONDITIONS

**ARTICLE 1. PROPOSAL ACCEPTANCE:** Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

**ARTICLE 2. SITE EXAMINATION:** Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a contractor warrants that it has made such site examination as it deems necessary as to the condition of the site, its accessibility for materials, workmen and utilities, and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

**ARTICLE 3. EQUIPMENT AND LABOR**: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

**ARTICLE 4. SUBCONTRACTING**: Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

**ARTICLE 5. ASSIGNMENT**: Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of District.

ARTICLE 6. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE: The Contractor shall not commence work under this Contract until it has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this Project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect's consultants, if applicable, individually and collectively as additional insured.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.

Contractor and any subcontractor shall not commence work nor shall Contractor allow any subcontractor to commence work under this contract until all required insurance certificates have been delivered to and approved by District. Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Contractor shall not allow any subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

a) <u>WORKER'S COMPENSATION INSURANCE</u>: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all its employees engaged in work under this contract, or at the site of the Project, and if the work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for subcontractor's employees. Any class of employee or employees not covered by subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide prior to performing the work of the contract, a Certificate regarding workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.

**ARTICLE 7. LABOR CODE COMPLIANCE:** A contractor or subcontractor shall not be qualified to engage in the performance of any contract for public work as defined in Labor Code Chapter 1: Public Works, Labor Code sections 1720 - 1861, unless currently registered and qualified to perform public work pursuant to Sections 1725.5 and 1771.1. Public works are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall maintain DIR registered status for the duration of the project without a gap in registered and maintain registered status for the duration of the project.

The Contractor hereby stipulates that it shall comply with the applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5 ("Public Works Labor Code Provisions"), including, but not limited to, the payment of the general prevailing rates for public works projects of more than One Thousand Dollars (\$1,000) (\$1771), hiring of Apprentices (\$1777.5) and Working Hours (\$1813), and Payroll Records (\$1776). Prevailing rate of per diem wages are on the website of the Division of Labor Statistics and Research of the Department of Industrial Relations at www.dir.ca.gov/OPRL/. Contractor shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

Contractor or subcontractor shall, as a penalty to the District, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 of the Public Works Labor Code Provisions.

With regard to hiring of apprentices, the responsibility of compliance with Labor Code section 1777.5 shall rest with the Contractor.

Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Said determinations are available to any interested party on the web site (www.dir.ca.gov).

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Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8.

The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775.

Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined by the Director of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes.

Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work.

The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of

#### WILLOW SECURITY FENCE SAFETY AND SECURITY IMPROVEMENTS CUPCCAA

District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated.

Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

**ARTICLE 8. APPRENTICES**: Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly indentured to the Contract in full compliance with provisions of the Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code section 1777.5 for all apprenticeable occupations and agrees that he will comply with said section which reads: "Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed, and shall be employed only at the work of the craft or trade to which he is registered."

Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070), of Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

When the contractor to whom the contract is awarded by the District, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However,

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approval as established by the joint apprenticeship committee or committees shall be subject to approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the contractor or subcontractor in order to comply with this section. Every contractor and subcontractor shall submit contact award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate date the apprentices will be employed. There shall be an affirmative duty upon the join apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he employs apprentices in such craft or trade in the state on all of his contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards my grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in the section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not proposing work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than thirty thousand (\$30,000) or 20 working days. This section shall not use any work performed by a journeyman in excess of eight hours per day or 40 hours per week to calculate the hourly ratio.

"Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to

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the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met: a) Unemployment for the previous three-month period in such area exceeds an average of 15 percent. b) The number of apprentices in training in such area exceeds a ratio of 1-to-5. c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis. d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his life, or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

A contractor to whom the contract is awarded, or any subcontractor under him who, employs journeymen or apprentices in any apprenticeable craft or trade to perform work under the contract and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do. Where the trust fund administrators are unable to accept the fund, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. This contractor or subcontractor may add the amount of the contributions in computing his proposal for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The District awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor. All decisions of the joint apprenticeship committee under this section are subject to Labor Code Section 3081.

**ARTICLE 9. WORK HOURS:** As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work.

The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contact upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

The Contractor and every subcontractor shall keep accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and the Division of Labor Law

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Enforcement, Department of Industrial Relations of the State of California.

The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District

ARTICLE 10. INDEMNIFICATION: District shall not be liable for, and Contractor shall defend, indemnify, and hold harmless the District, its officials, employees, agents and volunteers, against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages or injury, in law or equity to property or persons, including wrongful death, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the Project or this contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its contractors, licensees, agents, servants, volunteers or employees, including, without limitation, Claims caused by the concurrent act. error. omission or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the active negligence, sole negligence, or willful misconduct of District or its agents or employees. Contractor shall reimburse District and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

ARTICLE 11. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the work. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

**ARTICLE 12. PATENTS, ROYALTIES AND INDEMNITIES:** The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

**ARTICLE 13. GUARANTEE:** Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance without expense whatsoever to District,

ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

This article does not in any way limit the guarantee of any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

ARTICLE 14. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at its discretion to prevent the threatened loss or injury. It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present

#### ARTICLE 15. DISTRICT'S RIGHT TO TERMINATE CONTRACT:

If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or otherwise be guilty of a substantial violation of any provision of the contract, or if Contractor or subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon Contractor and surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate. In the event this contract is terminated as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

#### ARTICLE 16. COMPLIANCE WITH STORM WATER PERMIT:

Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") - General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs. .Contractor shall provide copies of all reports and monitoring information to the District Representative.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. The Contractor, by signing this contract, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its proposal accordingly, and assumes any and all risks and liabilities arising therefrom. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for fines or delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit or other regulatory regulations. Contractor shall provide copies of all reports and monitoring information to the District Representative.

**ARTICLE 17. CLEAN UP:** Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by his work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

#### ARTICLE 18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 19. EXCAVATION DEEPER THAN FOUR FEET: If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following apply:

#### WILLOW SECURITY FENCE SAFETY AND SECURITY IMPROVEMENTS CUPCCAA

- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to proposers prior to the deadline for submitting proposals. (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE 20. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES: The Contractor shall not be assessed for liquidated damages for delay in completion of this project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section . 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work.

**ARTICLE 21. CHANGES AND CHANGE ORDERS:** Change orders may not cause the total aggregate cost of the project to exceed \$60,000 or the project will become subject to competitive bidding. The District, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make

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minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the contract sum shall be valid unless so ordered.

ARTICLE 22. PAYMENTS: The Contractor shall submit to the District an invoice requesting payment for completion of the Work. The District shall review payment request and, as soon as practical, shall: (i) certify that the request is correct in all aspects and should be paid by the District; (ii) reject the request as not proper, stating the reason(s) why rejection is appropriate; or (iii) require that the Contractor provide additional information that the District reasonably determines is necessary to verify the requested payment amount. In the event the District rejects the request for payment, the Contractor may resubmit the request with additional or new information establishing why payment should be made despite the reason(s) set forth in the District's initial rejection. The District shall pay the undisputed amount of the Contractor's request for payment, less any amounts that may be withheld or retained pursuant to this Contract or applicable law, within thirty (30) days of receipt of such request and in accordance with Public Contract Code Section 20104.50.

#### ARTICLE 23. RESOLUTION OF CONSTRUCTION CLAIMS OF

**\$375,000 OR LESS:** For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.2 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101. "Claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and conference") to be scheduled by the District within 30 days. If the claim or any portion of the claim or any portion of the claim or any portion of the claim remains in dispute following the meet and confer (meet and conference) to be scheduled by the District within 30 days. If the claim or any portion of the claim remains in dispute following the

#### WILLOW SECURITY FENCE SAFETY AND SECURITY IMPROVEMENTS CUPCCAA

meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with section 2060.010 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.

ARTICLE 24. DEFAULT BY CONTRACTOR: When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

ARTICLE 25. WORKERS AND SUPERVISION: Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

**ARTICLE 26. SUBSTITUTIONS**: No substitutions of materials from those specified in the Work Specifications shall be made without the prior written approval of the District.

ARTICLE 27. ACCESS TO WORK: District representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

**ARTICLE 28. OCCUPANCY:** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

ARTICLE 29. ASSIGNMENT OF CONTRACT AND PURCHASE ORDER: The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

**ARTICLE 30. FORCE MAJEURE**: The parties to this contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by Act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

**ARTICLE 31. PERMITS AND LICENSES**: The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

ARTICLE 32. CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in carrying out other terms and conditions of the purchase order, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

ARTICLE 33. ASSIGNMENT OF CLAIMS: In submitting a quote on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the parties.

ARTICLE 34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the work required by this contract

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is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Contractor shall bear all costs arising therefrom.

ARTICLE 35. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

**ARTICLE 36. GOVERNING LAW:** This contract shall be governed by and construed in accordance with the laws of the State of California.

**ARTICLE 37. NO ORAL MODIFICATION**: Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

ARTICLE 38. ASBESTOS HAZARD EMERGENCY RESPONSE ACT (AHERA): All contract work that is performed for the San Marcos Unified School District by outside contractors or workers must meet all of the regulations that have been set forth in the AHERA rule. This means that all work which could disturb the integrity of any Asbestos Containing Building Material (A.C.B.M.) needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any A.C.B.M. in occupied areas of District buildings.

**ARTICLE 39. PROHIBITION AGAINST LEAD-BASED MATERIALS:** In accordance with the Lead-Safe Schools Protection Act (Education Code Section 32240 *et seq.*), the Contractor shall not use for purposes of the Work, or incorporate into the Work, any lead-based paint, lead plumbing or solders, or other materials, equipment or other things that, in whole or in part, consist of lead and, therefore, may be a potential source of lead contamination.

ARTICLE 40. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

**ARTICLE 41. DVBE PARTICIPATION**: This contract will be subject to disabled veterans participation goals and record retention program if State funding is used for the Project. If applicable, in accordance with Education Code section 17076.11, this District will implement its participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such project, Contractor shall provide appropriate documentation to the District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.

[Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. Contractor

agrees to provide the State or the District with any relevant information requested and shall permit the State and/or the District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Contractor agrees to maintain such records for a period of three (3) years after final payment under the contract.]

ARTICLE 42. PROJECT-RELATED RECORDS: The Contractor shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Work ("Project Records"), including, but not limited to, Change Orders, submittals, requests for information, daily reports, correspondence, permits, insurance policies, certificates of insurance, testing and inspection reports, and safety records. The Contractor shall keep such accurate and comprehensive Project Records as are (i) necessary for proper administration and performance of the Work and (ii) required by law or this Contract. All Project Records, as applicable, shall be maintained in accordance with generally-accepted accounting principles. If the Contract Amount, as adjusted pursuant to this Contract, exceeds \$10,000, then, in accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Contract. In addition, the District hereby has the right to examine, review, audit and/or copy the Records of the Work during the fouryear period following final payment to the Contractor pursuant to the Contract. Therefore, the Contractor shall make the Project Records available at its offices at all reasonable times during the performance of the Work and for four (4) years from the Governing Board accepts the Work. However, if any audit is commenced within such four (4) year period, the Contractor shall make the Project Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Project Records for such longer period as may be required by federal law.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS consisting of Articles 1 through 42

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**INSERT PAYMENT AND PERFORMANCE BONDS IF OVER \$25,000.** 

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## SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

## **BOARD MEETING DATE:** February 6, 2025

VIA: Gina A. Potter, Ed.D. Superintendent FROM: Jose F. Iniguez, Ed.D.Assistant Superintendent of Admin.Leadership, School Support & Safety

□ Informational ⊠ Action

# AGENDA ITEM: AGREEMENT WITH DAVY ARCHITECTURE, INC. FOR THE 2025 PLAYGROUND RUBBER SURFACE PROJECT

## **BACKGROUND INFORMATION:**

The two (2) upper grade playgrounds and one (1) kindergarten playground at Ocean View Hills Elementary are in need of surface replacement. The existing 2'x2' rubber safety tiles have warped under sun exposure to an extent that causes concern regarding safety of students.

If approved, these services are expected to start on February 7, 2025, with completion and approval from DSA prior to construction during Summer 2025.

Staff is requesting approval of an Agreement with Davy Architecture, Inc. for Architectural Services to design a new Poured-in-Place rubber surface to be installed in place of the existing rubber tiles at Ocean View Hills Elementary School.

## **RECOMMENDATION:**

Approve the agreement with Davy Architecture, Inc. to provide Architectural Services for the "2025 Playground Rubber Surface Project" at Ocean View Hills Elementary School in the amount of \$25,200.00 and an Owner-controlled contingency of \$1,300.00 for a total of \$26,500.00 from General Maintenance funds.

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

□ Renewal	🛛 New	□ Amendment	□ Ratify	□ Other			
Financial Implications?		Are fun	Are funds for this item available in the 2024-2025 Budget?		_	Requisition #	
🛛 Yes	🗆 No		🛛 Yes	□ No	□ N/A		
\$26,50 (Amo		N			NDS (0100) nd/or location)		
Recomme	ended for:	⊠ Approval	🗆 Denia	l Certi	fication Requested	□ Yes	□ No

## SAN YSIDRO SCHOOL DISTRICT AGREEMENT FOR ARCHITECTURAL SERVICES

## 2025 PLAYGROUND RUBBER SURFACE PROJECT at Ocean View Hills School

## 1. **Parties and Date**

This Agreement is made and entered into this <u>7th</u> day of <u>February 2025</u>, by and between the **SAN YSIDRO SCHOOL DISTRICT**, a public school district organized under the laws of the State of California with its principal place of business at **4350 Otay Mesa Road**, **San Ysidro**, **California 92173** ("District") and **DAVY ARCHITECTURE**, **INC.**, **1053 10TH AVENUE**, **SAN DIEGO**, **CA 92101** ("Architect"). District and Architect are sometimes individually referred to as a "Party" and collectively as "Parties" in this Agreement.

## 2. <u>Recitals</u>

2.1 The District is a public agency school district organized under the laws of the State of California, with power to contract for the services provided for herein.

2.2 The District intends to modernize playground facilities in the District to be known as the **2025 PLAYGROUND RUBBER SURFACE PROJECT at Ocean View Hills School** ("Project"). The Project shall be the modernization of selected playground areas located at: **4919 DEL SOL BLVD, SAN DIEGO, CA 92154.** 

2.3 District requires the services of a duly qualified and licensed architect to perform the services required by this Agreement. Architect represents that it is aware of the District's plans with respect to the Project.

2.4 Architect warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Architect is a corporation or other organization, the Project Architect designated pursuant to Section 3.2 herein, and not the Architect itself, shall be fully licensed to practice as an architect in the State of California.

2.5 The District desires to engage Architect to render the services for the Project as provided hereunder.

## 3. <u>Terms</u>

3.1 <u>Employment of Architect</u>. Architect promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as the "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All

Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Architect shall be subject to the sole and discretionary approval of the District, which approval shall not be unreasonably withheld.

3.2 **Project Architect; Key Personnel**. Architect shall name a specific individual to act as Project Architect, subject to the approval of District. Architect hereby designates **ERIC DAVY**, (License No. C14152) to act as the Project Architect for the Project. The Project Architect shall: (1) maintain oversight of the Project at all times; (2) have full authority to represent and act on behalf of the Architect for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with District and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Architect shall be subject to the District's prior written approval, which approval shall not be unreasonably withheld. The new Project Architect shall be of at least equal competence as the prior Project Architect. In the event that District and Architect cannot agree as to the substitution of a new Project Architect, District shall be entitled to terminate this Agreement without any further liability to the Architect.

In addition to the Project Architect, Architect has represented to the District that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Architect may substitute others of at least equal competence upon written approval of the District. In the event that District and Architect cannot agree as to the substitution of key personnel, engineers or consultants, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers or consultants who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Architect at the request of the District. The key additional personnel, engineers and consultants for performance of this Agreement are as follows: **Kurt Hunker and Enrique Rodriguez** 

## 3.3 **<u>Hiring of Consultants and Personnel.</u>**

3.3.1 <u>Right to Hire or Employ</u>. Architect shall have the option, unless District objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Architect may delegate without relieving Architect from administrative or other responsibility under this Agreement. Architect shall be responsible for the coordination and cooperation of Architect's architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by District in its sole and reasonable discretion. Architect shall notify District of the identity of all consultants at least fourteen (14) days prior to their consent to their participation on the Project if deemed necessary by District in its sole and reasonable discretion.

3.3.2 **<u>Qualification and License</u>**. All architects, engineers, experts and other consultants retained by Architect in performance of this Agreement shall be qualified to perform the Services assigned to them and shall be licensed to practice in their respective professions, where required by law.

3.3.3 <u>Standards and Insurance</u>. All architects, engineers, experts and other consultants hired by Architect shall be required to meet all the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the District in writing. Unless changes are approved in writing by the District, Architect's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 <u>Assignments or Staff Changes</u>. Architect shall promptly obtain written District approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Architect's consultants and key personnel shall be subject to approval by District.

3.3.5 **<u>Draftsman and Clerical Support</u>**. Draftsmen and clerical personnel shall be retained by Architect at Architect's sole expense.

## 3.4 <u>Standard of Care; Performance of Employees</u>.

Standard of Care. Architect shall perform all Services under this 3.4.1 Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be fully responsible to District for any damages to District and delays to the Project as specified in the indemnification provision of this Agreement to the extent caused by the Architect. Architect represents and maintains that it is skilled in the professional calling necessary to perform the Services. Architect warrants that all its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Architect represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Architect shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Architect's failure to comply with the standard of care provided for herein.

3.4.2 <u>Performance of Employees</u>. Any employee or consultant who is reasonably determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the District,

shall be promptly removed from the Project by the Architect and shall not be re-employed to perform any of the Services or to work on the Project.

## 3.5 Laws and Regulations.

3.5.1 <u>Knowledge and Compliance</u>. Architect shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project and shall give all notices required of the Architect by law. Architect shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If the Architect performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Architect shall be solely responsible for all costs arising therefrom. Architect shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 **Drawings and Specifications**. Architect shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including, but not limited to, the California Building Code, the California Education Code, Titles 19, 21 and 24 of the California Code of Regulations, and any requirements of the Division of State Architect (including structural safety, fire/life safety and access compliance section), the State Department of Education and the California Department of General Services, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time, which were not known or reasonably should not have been known, by Architect, may be compensated as Additional Services. Architect shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Architect shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Architect and District.

3.5.3 <u>Americans with Disabilities Act</u>. Architect will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Architect shall inform District of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law and shall provide District with its interpretation of such inconsistencies and conflicting interpretations. Unless Architect brings such inconsistencies and conflicting interpretation of such inconsistencies and conflicting interpretations of such inconsistencies and conflicting interpretation of such inconsistencies and conflicting interpretations of such inconsistencies and conflicting interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Architect, and the Architect shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Architect brings such

inconsistencies and conflicting interpretations to the attention of District, seeks direction from the District and requests District's direction on how to proceed, with respect to any inconsistent and/or conflicting interpretation, the Architect shall be responsible to the District pursuant to the indemnification provision of this Agreement. District acknowledges that the requirements of the federal and state accessibility laws are subject to various and possibly contradictory interpretations, and that the Architect cannot warrant or guarantee that its interpretation will be correct and will be entitled to proceed in accordance with the District's direction. Architect shall at all times adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretations.

3.5.4 <u>Permits, Approvals and Authorizations</u>. Architect shall provide District with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Architect shall then assist the District in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the District.

3.6 <u>Independent Contractor</u>. District retains Architect on an independent contractor basis and Architect is not an employee of District. Architect is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to District's employees. Any additional personnel performing the Services under this Agreement on behalf of Architect shall also not be employees of District and shall at all times be under Architect's exclusive direction and control. Architect shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Architect shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

## 3.7 <u>Schedule of Services</u>.

3.7.1 <u>Timely Performance Standard</u>. Architect shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Architect shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the District and within any completion schedules adopted for the Project. Architect agrees to coordinate with District's staff, contractors and consultants in the performance of the Services, and shall be available to District's staff, contractors and consultants at all reasonable times.

3.7.2 <u>Performance Schedule</u>. Architect shall prepare an estimated time schedule for the performance of Architect's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the District's review and approval, which approval shall not be unreasonably withheld and shall include allowances for periods of time required for District's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If District and Architect cannot mutually agree on a performance schedule, District

shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Architect, without the prior written approval of District. If the Architect's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the District will suffer damage for which the Architect will be responsible pursuant to the indemnification provision of this Agreement.

3.7.3 <u>Excusable Delays</u>. Any delays in Architect's work caused by the following shall be added to the time for completion of any obligations of Architect: (1) the actions of District or its employees; (2) the actions of those in direct contractual relationship with District; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Architect; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Architect. Neither the District nor the Architect shall be liable for damages, liquidated or otherwise, to the other on account of such excusable delays.

3.7.4 **<u>Request for Excusable Delay Credit</u>**. The Architect shall, within ten (10) calendar days of the beginning of any excusable delay, notify the District in writing of the causes of delay. District will then ascertain the facts and the extent of the delay and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The District's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Architect for extensions of time shall be an extension of the performance time at no cost to the District. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Architect make an application for an extension of time, Architect shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.</u>

3.8 <u>Architect Services</u>. Architect shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.9 <u>Additional Architect Services</u>. At District's request, Architect may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted architectural practice. As used herein, "Additional Services" mean: (1) any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for the Architect to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Architect shall not perform, nor be compensated for, Additional Services without prior written authorization from District and without an agreement between the District and Architect as to the compensation to be paid for such services. District shall pay Architect for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Architect pursuant to the indemnification

provision of this Agreement. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Architect was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above.

# 3.10 **<u>District Responsibilities</u>**. District's responsibilities shall include the following:

3.10.1 **Data and Information**. District shall make available to Architect all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the District shall provide the Architect with a preliminary construction budget ("District's Preliminary Construction Budget"). As indicated in Exhibit "B" attached hereto, the District's Preliminary Construction Budget shall be used to estimate the Architect's Total Compensation for the Project, subject to change as provided in Exhibit "B" attached hereto.

3.10.2 <u>Project Survey</u>. If required pursuant to the scope of the Project and if requested by Architect, District shall furnish Architect with, or direct Architect to procure at District's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.10.3 <u>Inspector of Record</u>. Appoint and pay, upon mutual agreement with Architect, an Inspector of Record as provided by state law. The Inspector of Record shall be qualified and approved by Architect and by the Division of State Architect, shall be under direction of the Architect, and shall be responsible to, and act in accordance with, the policies of District. The Inspector of Record shall be compensated by the District and shall be under direct contract with the District. The construction administration by Architect and its engineers or other consultants shall complement the continuous personal supervision of the Inspector of Record.

3.10.4 <u>**Bid Phase</u>**. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.</u>

3.10.5 <u>Testing</u>. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.10.6 <u>Required Inspections and Tests</u>. Retain consultant(s) to conduct materials testing and inspection, as required by Title 21 of the California Code of Regulations, or to conduct any other environmental or hazardous materials testing and inspection pursuant to any other applicable laws, rules or regulations.

3.10.7 <u>Fees of Reviewing or Licensing Agencies</u>. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.10.8 <u>District's Representative</u>. Designate a person to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall be authorized to act as liaison between Architect and District in the administration of this Agreement and the Construction Documents and shall have the power to act on behalf of the District for all purposes under this Agreement. Such person shall assist Architect in observing construction of the Project and participating in the preparation of the Punch List Items required by Exhibit "A" attached hereto. District may designate new and/or different individuals to act as District's Representative from time to time. The District's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services, as provided in the excusable delay provisions of this Agreement above.

3.10.9 <u>Review and Approved Documents</u>. Review all documents submitted by Architect, including change orders and other matters requiring approval by the District's Governing Board or other officials. District shall advise Architect of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

# 3.11 Compensation.

3.11.1 <u>Architect's Compensation for Basic Services</u>. Subject to adjustment under Exhibit "B" attached hereto, District shall pay to Architect, for the performance of all Services rendered under this Agreement, the total amount of **Twenty-Five Thousand Two Hundred** Dollars and **no cents** (\$25,200.00) ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement pursuant to Exhibits "A" and "B" attached hereto, shall constitute complete and adequate payment for the Services provided under this Agreement.

3.11.2 **Payment for Additional Services**. Additional Services may be authorized pursuant to the applicable provisions of this Agreement. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. Architect shall be paid for Additional Services, as defined by this Agreement, so long as they have been approved in advance by the District. If District requires Architect to hire consultants to perform any Additional Services, Architect shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. District shall have the authority to review and approve the rates of any such consultants. In addition, Architect shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.11.3.

3.11.3 <u>Reimbursable Expenses</u>. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Architect shall not be reimbursed for any expenses unless authorized in writing by District, which approval may be evidenced by inclusion in Exhibit "C" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Architect in the interest of the Project. Architect shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of \$0.00; and (5) other costs, fees and expenses in excess of \$0.00.

3.11.4 Payment to Architect. Architect's compensation and reimbursable expenses shall be paid by District to Architect no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "C" attached hereto and incorporated herein by reference. In order to receive payment, Architect shall present to District an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to The statement shall describe the amount of Services provided since the initial be paid. commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Architect shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Architect shall present to District an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Architect shall be compensated as set forth in the termination provision herein.

3.11.5 <u>Withholding Payment to Architect</u>. The District may withhold payment, in whole or in part, to the extent reasonably necessary to protect the District from claims, demands,

causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by District to deduct any sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the District, incurred by the District for which Architect is liable under the Agreement or state law. Payments to the Architect for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Architect shall not be withheld, postponed, or made contingent upon receipt by the District of offsetting reimbursement or credit from parties not within the Architect's reasonable control.

3.11.6 **Prevailing Wages**. Architect is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Architect agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. District shall provide Architect with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Architect shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Architect's principal place of business and at the Project site. Architect shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Architect or its consultants to comply with the Prevailing Wage Laws.

3.11.7 **<u>DIR Registration</u>**. If any portion of the services provided by Architect are classified as "public works" under the Labor Code, then in addition to the foregoing, pursuant to and 1771.1. applicable Labor Code sections 1725.5 the Architect and all subcontractors/subconsultants must be registered with the Department of Industrial Relations ("DIR"). Architect and all such subcontractors/subconsultants shall maintain registration for the duration of the project and require the same of any other subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Architect's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of certified payroll records directly to the DIR.

3.12 **Notice to Proceed**. Architect shall not proceed with performance of any Services under this Agreement unless and until the District provides a written notice to proceed.

# 3.13 **Termination, Suspension and Abandonment**.

3.13.1 **District's Termination for Convenience**. District hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Architect shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by District as a result of the default, if any, by Architect. Upon the District's request and authorization, Architect shall perform any and all additional Services necessary to wind up the work performed to the date of suspension, abandonment or termination. Architect hereby expressly waives any and all claims for damages or compensation arising under this Section, except as set forth herein, in the event of such suspension, abandonment or termination.

3.13.2 <u>Architect's Termination for Cause.</u> This Agreement may be terminated by the Architect upon fourteen (14) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Architect shall be compensated for services completed to the date of termination, together with compensation for such Additional Services performed after termination which are authorized by the district to wind up the work performed to the date of termination. Upon the District's request and authorization, Architect shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

3.13.3 <u>District's Suspension of Work</u>. If Architect's Services are suspended by District, District may require Architect to resume such Services within ninety (90) days after written notice from District. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the District and Architect.

3.13.4 **Documents and Other Data**. Within seven (7) calendar days following suspension, abandonment or termination of this Agreement, Architect shall provide to District all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which District would have been entitled at the completion of Architect's Services under this Agreement. Upon payment of the amount required to be paid to Architect pursuant to the termination provisions of this Agreement, District shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Architect under this Agreement. In the event of a dispute regarding the amount of compensation to which the Architect is entitled under the termination provisions of this Agreement, Architect shall provide all Project Documents to District upon payment of the undisputed amount. Architect shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. Architect shall make such documents available to District without additional compensation other than as may be approved as a reimbursable expense.

3.13.5 <u>Employment of Other Architects</u>. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

# 3.14 **Ownership and Use of Documents; Confidentiality**.

3.14.1 **Ownership**. Pursuant to California Education Code section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of District. Although the official copyright in all Project Documents shall remain with the Architect or other applicable subcontractors or consultant, the Project Documents shall be the property of District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Architect shall provide to District copies of all Project Documents required by District. In addition, Architect shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project and shall make copies available to District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Architect shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.14.2 <u>**Right to Use**</u>. Architect grants to District the right to use and reuse all or part of the Project Documents, at District's sole discretion and with no additional compensation to Architect, for the following purposes:

(A) The construction of all or part of this Project;

(B) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;

(C) The construction of another project by or on behalf of the District for its ownership and use;

District is not bound by this Agreement to employ the services of Architect in the event such documents are used or reused for these purposes. District shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Architect or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit District's right to recover for latent defects or for errors or omissions of the Architect.

Any use or reuse by District of the Project Documents on any project other than this Project without employing the services of Architect shall be at District's own risk with respect to third parties. If District uses or reuses the Project Documents on any project other than this Project, it shall remove the Architect's seal from the Project Documents and hold harmless Architect and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

Architect shall not be responsible or liable for any revisions to the Project Documents made by any party other than the Architect, a party for which the Architect is legally responsible or liable, or anyone approved by the Architect.

3.14.3 <u>License</u>. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Architect shall require any and all subcontractors and consultants to agree in writing that District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.14.4 <u>**Right to License**</u>. Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Architect prepares or causes to be prepared pursuant to this Agreement. Architect shall indemnify and hold District harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Architect and provided to Architect by District.

3.14.5 <u>Confidentiality</u>. All Project Documents, either created by or provided to Architect in connection with the performance of this Agreement, shall be held confidential by Architect to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of District, be used or reproduced by Architect for any purposes other than the performance of the Services. Architect shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Architect which is otherwise known to Architect or is generally known, or has become known, to the related industry shall be deemed confidential. Architect shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of District.

3.15 <u>Indemnification</u>. To the maximum extent permitted by law, Architect shall defend, indemnify and hold District, its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to the negligence, recklessness, or willful misconduct of Architect, its officials, officers, employees, subcontractors, consultants or agents in the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and reasonable attorney's fees, expert witness fees and other related costs and expenses of defense. Architect shall defend, with counsel of District's choosing and at Architect's own cost, expense and risk, any and all such aforesaid suits, actions or other

legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees and agents. Architect shall pay and satisfy any judgment, award or decree that may be rendered against District, its directors, officials, officers, employees and agents in any such suits, actions or other legal proceedings. Architect shall also reimburse District for the cost of any settlement paid by District arising out of any such claims, demands, causes of action, costs, expenses, liabilities, loses, damages, injuries, suits, actions, or other legal proceedings. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Architect shall reimburse District, its directors, officials, officers, employees and agents for any and all legal expenses and costs, including expert witness fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Architect's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees and agents.

#### 3.16 Insurance.

3.16.1 <u>Time for Compliance</u>. Architect shall not commence Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In the event Architect fails to provide or maintain all required insurance, District may, in its sole discretion, obtain such insurance and deduct the amount therefor from the Total Compensation.

3.16.2 <u>Minimum Requirements</u>. Architect shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Architect, its officials, officers, agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; (4) Professional Liability: Coverage which is appropriate to the Architect's profession, or that of its consultants or subcontractors; and (5) Sexual Abuse and Molestation Liability: as required by the State of California.

(B) <u>Minimum Limits of Insurance</u>. Coverages shall provide limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; (3) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; (4) Professional Liability: Not less than \$1,000,000 per claim/\$2,000,000

aggregate; and (5) Sexual Abuse and Molestation Liability: Not less than \$1,000,000 per claim/\$2,000,000 aggregate.

3.16.3 <u>Professional Liability</u>. Architect and its consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

3.16.4 <u>Insurance Endorsements</u>. The insurance policies shall contain the following provisions, or Architect shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) <u>General Liability</u>. The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the performance of the Agreement by the Architect, its officials, officers, agents, representatives, employees or subcontractors, including materials, parts or equipment furnished in connection with such services; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of the Architect's insurance and shall not be called upon to contribute with it in any way.

(B) <u>Automobile Liability</u>. The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Architect or for which the Architect is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of the Architect's insurance and shall not be called upon to contribute with it in any way.

(C) **Workers' Compensation and Employers Liability Coverage**. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Architect.

(D) <u>Sexual Abuse and Molestation Liability.</u> This insurance shall be endorsed to include contractual liability.

(E) <u>All Coverages</u>. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has

been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees and agents.

3.16.5 <u>Separation of Insureds; No Special Limitations</u>. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

3.16.6 <u>Deductibles and Self-Insurance Retentions</u>. Any deductibles or selfinsured retentions must be declared to and approved by the District. Architect shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees and agents; or (B) the Architect shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.16.7 <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VIII, licensed to do business in California, and satisfactory to the District.

3.16.8 <u>Verification of Coverage</u>. Architect shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District, if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.16.9 <u>Subcontractor and Consultant Insurance Requirements</u>. Architect shall not allow any of its architects, engineers, experts or other consultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. If requested by Architect, District may approve different scopes or minimum limits of insurance for particular architects, engineers, experts or other consultants. Unless otherwise approved by the District, the architects, engineers, experts and other consultants shall comply with each and every provision of this Section.

3.17 <u>**Records**</u>. Architect shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Architect shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Architect shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.18 <u>Standardized Manufactured Items</u>. Architect shall cooperate and consult with District in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to District's criteria to the extent such criteria do not interfere with building design.

3.19 **Limitation of Agreement**. This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other District site, will be covered by, and be the subject of, a separate Agreement for architectural services between District and the architect chosen therefor by District.

3.20 <u>Mediation</u>. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.

3.21 <u>Successors and Assigns</u>. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Architect shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

3.22 <u>Asbestos Certification</u>. Architect shall certify to District, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Architect prepares for the Project. Architect shall require all consultants who prepare any other documents for the Project to submit the same written certification. Architect shall also assist the District in ensuring that contractors provide District with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Architect shall include statements in its specifications that materials containing asbestos, or any other material deemed to be hazardous by the state or federal government are not to be included.

3.23 **Disabled Veteran Business Enterprise Certification**. If required for this Project, Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement. If Architect fails to comply with this requirement, the Agreement shall be deemed canceled.

3.24 <u>No Third-Party Rights</u>. This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.25 <u>Governing Law</u>. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Diego County.

3.26 <u>Entire Agreement</u>. This Agreement, with its exhibits, contains the entire agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

3.27 <u>Exhibits and Recitals</u>. All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.28 <u>Severability</u>. Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.29 <u>Non-Waiver</u>. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

3.30 <u>Safety</u>. Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.31 <u>Delivery of Notices</u>. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

# **DISTRICT:**

San Ysidro School District 4350 Otay Mesa Road San Ysidro, California 92173 (619) 428-4476 Attn: Jose F. Iniguez, Ed D. Assistant Superintendent of Admin Leadership, School Support & Safety jose.iniguez@sysdschools.org

# **ARCHITECT:**

Davy Architects Inc. 1053 10<sup>th</sup> Avenue San Diego, CA 92101 (619) 238-3811 Attn: Eric Davy edavy@davyarchitecture.com

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

# 3.32 [Reserved]

3.33 <u>**Time of Essence**</u>. Time is of the essence for each and every provision of this Agreement.

3.34 <u>District's Right to Employ Other Consultants</u>. District reserves right to employ other consultants, including Architects, in connection with this Project or other projects.

# 3.35 **Prohibited Interests**.

3.35.1 <u>Solicitation</u>. Architect maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Architect, to solicit or secure this Agreement. Further, Architect warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Architect, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability.

3.35.2 <u>Conflict of Interest</u>. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.36 <u>Equal Opportunity Employment</u>. Architect represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Architect shall also comply with all relevant provisions of District's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.37 <u>Labor Certification</u>. By its signature hereunder, Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.38 **<u>Fingerprinting Requirements</u>**. Unless exempted, Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. To this end, the Architect and its consultants must provide for the completion of the certification form attached hereto as Exhibit

"D" and incorporated herein by reference prior to any of the Architect's employees, or those of any other consultants, coming into contact with the District's pupils.

3.39 <u>Subcontracting</u>. As specified in this Agreement, Architect shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.40 <u>Supplemental Conditions</u>. Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.41 <u>Authority to Execute</u>. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

# SAN YSIDRO SCHOOL DISTRICT

By:

Name: <u>Marilyn Adrianzen</u> Title: <u>Chief Business Official</u> Date:

Board approved: 02-06-25

Date: 01/22/2025

Attest:

# DAVY ARCHITECTURE, INC.

By:	Zickluy
	Name: Eric Davy
	Title:Founder/CE0

Attest:

Federal Tax ID Number: <u>33-0558450</u>

# EXHIBIT "A"

# ARCHITECT'S SCOPE OF SERVICES

## Project Title: 2025 Playground Rubber Surface Project at Ocean View Hills School

**Scope of Work**: Develop Plans and Specifications for replacement of existing rubber tiles with poured-in-place rubber surfacing on top of asphalt and/or concrete for two (2) upper grade playgrounds and one (1) kindergarten playground. The Kindergarten playground re-surfacing shall be included as an additive alternate for the construction documents. Specifications and drawings to include appropriate safety fall space appropriate for grade level of play area.

#### **Deliverables**:

- 1. Plans, specifications and drawings appropriate for bidding.
- 2. All scope of work and design to meet playground safety certification requirements.
- 3. Meet bid schedule to allow work to be completed prior to the start of the San Ysidro School District 2025-2026 school year.
- 4. Job walk attendance, if requested by District.
- 5. Oversight of Project during construction phase.

## 1. <u>GENERAL REQUIREMENTS</u>.

1.1 <u>Basic Services</u>. Architect agrees to perform all the necessary professional architectural, landscape architectural, engineering (e.g. civil, mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein.

1.2 <u>Exclusions from Basic Services</u>. The following services shall be excluded from the basic services listed above: N/A

1.3 <u>Additional Services</u>. Architect shall perform the following Additional Services for the Project: N/A

The Architect shall perform the following additional services under this Agreement only if said services are authorized in advance in writing by the District. Said additional services shall be compensated in accordance with schedule in Exhibit "C".

1.4 <u>Cooperation and Communication with District</u>. Architect shall cooperate and participate in consultations and conferences with District, District's consultants, authorized representatives of District, and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the District. Such consultations and conferences shall continue

throughout the planning and construction of the Project and the contractor's warranty period. Architect shall take direction only from the District's Representative, or any other representative specifically designated by the District for this Project, including any construction manager hired by the District.

1.5 <u>Coordination and Cooperation with Construction Manager</u>. The District may hire a construction manager to administer and coordinate all or any part of the Project on its behalf. If the District does so, it shall provide a copy of its agreement with the construction manager so that the Architect will be fully aware of the duties and responsibilities of the construction manager. The Architect shall cooperate with the construction manager and respond to any requests or directives authorized by the District to be made or given by the construction manager. The Architect shall request clarification from the District in writing if the Architect should have any questions regarding the authority of the construction manager.

1.6 In conjunction with the other duties described herein, the Architect shall continuously monitor construction costs and provide detailed estimates at the completion of the initial planning phase, schematic plan phase, the design development phase, and any time during the final working drawings and specifications phase when design revisions or market conditions result in a potential change to the previously provided estimate. These estimates should include a breakdown of the work elements as well as contingencies in an amount that corresponds to the level of design completion.

# 2. <u>INITIAL PLANNING PHASE</u>.

During the initial planning phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

2.1 <u>Educational Programming</u>. Assist District in the preparation of educational programming for the Project to define the scope, size, space relationship and site development.

2.2 **Project Feasibility**. Provide advice and assistance to District in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters, including, but not limited to, developing a building program identifying and confirming the facility functions, square footage requirements, adjacency relationships, flow diagrams and equipment needs (including a preliminary construction cost estimate based on area costs). Existing equipment needs, data and inventory to be provided by the District.

2.3 <u>Meeting Budget and Project Goals</u>. Architect shall notify District in writing of potential complications, cost overruns, unusual conditions, and general needs that potentially impact the Project budget and timeline, including the District's Preliminary Construction Budget. Architect shall use its best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution within the Project's budget and construction allowance. It shall be the duty of the Architect to suggest alternatives to District which would reduce costs and to design the Project within budget and State Allocation Board cost standards, if

any. As discussed below in Section 7 of this Exhibit, if the lowest responsive and responsible bid for the Project exceeds the budget by the stated percentage amount, Architect may be required to make the necessary changes in the drawing and specifications, at its sole cost and expense, to bring the bids within the required budget.

2.4 <u>Permits, Approvals and Authorizations</u>. As indicated in Section 3.5.4, Architect shall assist District in securing easements, encroachment permits, rights of way, dedications, infrastructures and road improvements, as well as coordinating with utilities and adjacent property owners.

# 3. <u>SCHEMATIC PLAN PHASE</u>.

During the schematic plan phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

3.1 <u>Approval and Revisions</u>. District shall review, study, and check the work product developed during the Initial Planning Phase and presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect shall make all District requested changes, additions, deletions, and corrections in such work product at no additional cost, so long as they are not inconsistent with earlier District direction.

3.2 **Funding Documents**. If applicable, Architect shall provide a site plan and all other Project-related information necessary and required for an application by District to any federal, state, regional, or local agencies for funds to finance the construction Project.

In cooperation with District, Architect shall prepare the 3.3 Schematic Plans. conceptual design of the Project, illustrating the scale and relationship of the Project components ("Schematic Plans"). The Schematic Plans shall include a conceptual site plan, if appropriate, and preliminary plans and studies, sections, elevations, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project, the plot plan development at the site, and the proposed architectural concept of the buildings. Architect shall incorporate the educational programs and the functional requirements of District into the Schematic Plans. At the Architect's option, the Schematic Plans may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Schematic Plans shall meet all laws, rules and regulations of the State of California, including but not limited to, the regulations of the State Department of Education (5 Cal. Code Regs. § 14000 et seq.) or the Office of Public School Construction ("OPSC"), as well as any guidelines implemented by the State Department of Education. All Schematic Plans shall be prepared in a form which may be submitted to the State Department of Education and OPSC for approval. The Schematic Plans shall show all rooms incorporated in each building of the Project in single-line drawings and shall include all revisions required by District or by any federal, state, regional or local agency having jurisdiction over the Project. All architectural drawings for the Project shall be in a form suitable for reproduction.

EXHIBIT "A"

3.4 **<u>Preliminary Project Budget</u>**. Architect shall use the District's Preliminary Construction Budget and its own expertise and experience with the Project to establish a preliminary project budget or allowance in a format required by District or, if applicable, by any school construction funding agency identified by District ("Architect's Preliminary Project Budget"). The purpose of the Architect's Preliminary Project Budget is to show the probable Project cost in relation to District's Preliminary Construction Budget and the construction standards of any applicable funding agency. If Architect perceives site considerations which render the Project expensive or cost prohibitive, Architect shall disclose such conditions in writing to District immediately. As stated below in Section 7 of this Exhibit, if the lowest responsive and responsible bid for the Project exceeds the budget by more than the stated percentage amount, Architect may be required to make the necessary changes in the drawings and specifications, at its sole cost and expense, to bring the bids within the required budget Architect shall provide a preliminary written time schedule for the performance of all construction work on the Project.

3.5 <u>Copies of Schematic Plans and Other Documents</u>. Architect, at its own expense, shall provide a complete set of the Schematic Plans described herein for District's review and approval. Additionally, at District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by District shall be provided at actual cost to District.

# 4. <u>DESIGN DEVELOPMENT PHASE</u>.

During the design development phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

4.1 <u>Approval and Revisions</u>. District shall review, study, and check the Schematic Plans presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect shall make all District requested changes, additions, deletions, and corrections in the Schematic Plans at no additional cost, so long as they are not inconsistent with earlier District direction.

4.2 **Design Development Documents**. Once District provides Architect with specific written approval of the Schematic Plans described herein, Architect shall prepare design development documents consisting of: (1) site and floor plans; (2) elevations; (3) sections; (4) typical construction details; (5) equipment layouts; and (6) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the scope, relationships, forms, size, appearance and character of the Project's structural, mechanical and electrical systems, and to outline the Project specifications ("Design Development Documents"). The Design Development Documents shall be prepared in sufficient form to present to the District's Governing Board for approval.

4.3 <u>Copies of Design Development and Other Documents</u>. Architect, at its own expense, shall provide a complete set of the Design Development Documents described herein for District's review and approval. Additionally, at District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by District shall be provided at actual cost to District.

4.4 <u>Updated Project Budget</u>. Architect shall use its Preliminary Project Budget and expertise and experience with the Project to establish an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents as set forth herein and containing a breakdown based on types of materials and specifications identified herein ("Architect's Updated Project Budget").

4.5 <u>**Timetable**</u>. Architect shall provide a written timetable for full and adequate completion of the Project to District.

4.6 <u>Application for Approvals</u>. Architect shall assist District in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Architect shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the Project and to obtain final Project approval and acceptance by any of the above agencies as may be required.

4.7 <u>Color and Other Aesthetic Issues</u>. Architect shall provide, for District's review and approval, a preliminary schedule of all color materials and selections of textures, finishes and other matters involving an aesthetic decision about the Project.

4.8 <u>Incorporation of Post-Construction Stormwater Design Standards</u>. The Architect shall incorporate post-construction design standards into the Project as follows:

A. Basic Requirements.

As part of the basic Services provided pursuant to this Agreement, the Architect shall include in the design prepared for the Project as appropriate, the post-construction best management practices ("BMPs") necessary to ensure that the District and the contractor(s) comply with the State Water Resources Control Board (State Water Board) stormwater regulations applicable to the Project, including, but not limited to Water Quality Order No. 2003-0005-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004. The Architect shall include all

costs associated with incorporating such BMPs into the design of the Project at no additional cost to the District.

B. Incorporation of Design Standards.

In order to ensure such compliance, the Architect shall incorporate the following four Design Standards as goals for the design of the Project:

- 1. Conserve Natural Areas: Conservation of existing natural areas on the Project site to the maximum extent possible.
- 2. Volume and Flow Control: Incorporation of Structural and/or Treatment BMPs to manage the volume and flow of stormwater runoff from the Project site.
- 3. Minimization of Pollutants of Concern: Use of BMPs to reduce the discharge of pollutants from the Project site as described in Section C below.
- 4. Provide Ongoing BMP Maintenance: Incorporate and describe maintenance required for BMPs in Project plans so that District can ensure that the BMPs and stormwater system are performing as designed.
- C. Specific Requirements for BMPs.

The BMPs the Architect incorporates as part of the Design Standards described above, shall be designed to minimize pollutants of concern and shall focus on mitigating the impacts caused by impervious surfaces by implementing BMPs that stress: (i) low impact design; (ii) source controls; and treatment controls. BMPs which may be used to comply with the above-described design standards may be found in U.S. EPA's Toolbox of BMPs at:

http://cfpub1.epa.gov/npdes/stormwater/swphase2.cfm?program\_id=6. The Regional Water Quality Control Board may also have lists of approved references and resources.

# 5. <u>FINAL WORKING DRAWINGS AND SPECIFICATIONS</u>.

During the final working drawings and specifications phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

5.1 <u>Approval and Revisions</u>. District shall review, study, and check the Design Development Documents presented to it by Architect, and request any necessary revisions or

obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect shall make all District requested changes, additions, deletions, and corrections in the Design Development Documents at no additional cost, so long as they are not inconsistent with earlier District direction.

Final Working Drawings and Specifications. Once District provides Architect 5.2 with specific written approval of the Design Development Documents described herein, Architect shall prepare such complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work ("Final Working Drawings and Specifications"). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and Design Development Documents approved by District. The Final Working Drawings and Specifications shall set forth in detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work. As indicated in Section 3.10.2, District may be requested to supply Architect with the necessary information to determine the proper location of all improvements on and off site, including existing record drawings ("existing record drawings") in District's possession. Architect will make a good-faith effort to verify the accuracy of such information by means of a thorough interior and exterior visual survey of site conditions. District shall also make a good-faith effort to verify the accuracy of the existing record drawings and provide any supplemental information to Architect which may not be shown on the existing record drawings. Architect shall not be responsible for the accuracy of the existing record drawings, except to the extent that any inaccuracy should have been detected by the Architect, pursuant to its standard of care, from readily available documents and visual observations of existing conditions.

5.3 <u>Form</u>. The Final Working Drawings and Specifications must be in such form as will enable Architect and District to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. In addition, the Final Working Drawings and Specifications must be in such form as will enable District to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by Architect.

5.4 <u>Approval and Revisions</u>. District shall review, study, and check the Final Working Drawings and Specifications presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Architect shall make all District-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the

requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Architect's professional judgment. Architect shall bring any such conflicts and/or inconsistencies to the attention of District. The parties agree that Architect, and not the District, possesses the requisite expertise to determine the constructability of the Final Working Drawings and Specifications. However, the District reserves the right to conduct one or more constructability review processes with the Final Working Drawings and Specifications, and to hire an independent architect or other consultant to perform such reviews. Any such independent constructability review shall be at District's expense. Architect shall make all District-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications which may result from any constructability review, at no additional cost to the District, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Architect's professional judgment. If such changes, additions, deletions or corrections are inconsistent with prior District direction, Architect shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.

5.5 <u>Costs of Construction</u>. It is understood by Architect that should the Final Working Drawings and Specifications be ordered by District, District shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of Architect's fees. Should it become evident that the total construction cost will exceed the specified sum, Architect shall at once present a statement in writing to the District's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

5.6 <u>Copies of Final Working Drawings and Specifications and Other Documents</u>. Architect, at its own expense, shall provide a complete set of the Final Working Drawings and Specifications described herein for District's review and approval. Additionally, at District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by District shall be provided at actual cost to District.

# 6. <u>CONSTRUCTION CONTRACT DOCUMENTS</u>.

During the construction contract documents phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

6.1 <u>Bid and Contract Documents</u>. If so required by District, Architect shall assist District in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Contract Bid Forms (including Alternate Bids as requested by District), Contract, General Conditions, Supplementary General Conditions, Special Conditions, other necessary conditions of the contract, Project Manual (e.g. conditions of the contract, specifications, and, if desired by District, bidding requirements and sample forms), DVBE and other applicable affirmative action documents, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, and any other certifications and documents required by federal, state and local laws, rules and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of District and District's legal counsel.

6.2 **Final Estimate**. At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), Architect shall provide District with its final estimate of probable construction cost ("Architect's Final Estimate"). As stated above, it shall be the Architect's duty to design the Project within budget and any applicable State Allocation Board cost standards.

# 7. **<u>BID PHASE</u>**.

During the bid phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

7.1 **<u>Reproducible Construction Documents</u>**. Once District provides Architect with specific written approval of the Construction Documents and Architect's Final Estimate, Architect shall provide to District one set of reproducible Construction Documents.

7.2 **Distribution of Contract Documents and Review of Bids**. Architect shall assist District in distributing the Construction Documents to bidders and conducting the opening and review of bids for the Project. District will reimburse the Architect for the cost of reproducing bid sets, addenda and related delivery charges.

7.3 **Overbudget**. If the apparent lowest responsive and responsible bid on the Project exceeds the Architect's Final Estimate by more than five percent (5%), District may request Architect to amend, at Architect's sole cost and expense, the Final Drawings and Specifications in order to rebid the Project and receive a lowest responsive and responsible bid equal to or less than the Architect's Final Estimate. All revisions necessary to bring the lowest responsible and responsive bid within the Architect's Final Estimate, including any omissions, deferrals or alternates, shall be made in consultation with, and subject to the approval of, the District.

# 8. **<u>CONSTRUCTION PHASE</u>**.

During the construction phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

8.1 **Observation**. The Project Architect shall observe work executed from the Final Working Drawings and Specifications in person, provided that District may, in its discretion, consent to such observation by another competent representative of Architect.

8.2 <u>General Administration</u>. Architect shall provide general administration of the Construction Documents and the work performed by the contractors.

8.3 <u>**Pre-Construction Meeting.</u>** Architect shall conduct one or more pre-construction meetings, as the District determines is needed for the Project, with all interested parties.</u>

8.4 <u>Site Visits of Contractor's Work</u>. Architect shall conduct site visits to observe each contractors' work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, according to the District's sole discretion, but in no event less than weekly.

8.5 <u>Site Visits of Inspector's Work</u>. Architect shall conduct site visits to communicate and observe the activities of the Project inspectors, including the Inspector of Record. Such site visits shall be conducted as often as is mutually acceptable to Architect and District. Architect shall direct the Project inspectors and the Project contractors and shall coordinate the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.

8.6 <u>Coordination of Architect's Consultants</u>. Architect shall cause all architects, engineers and other consultants, as may be hired by Architect or District, to observe the work completed under their disciplines as required and approve and review all test results for general conformance with the Construction Documents.

8.7 <u>**Reports</u>**. Architect shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services, the County in which the Project is located, the City in which the Project is located or any other appropriate federal, state, regional or local regulatory bodies.</u>

8.8 <u>Construction Meetings; Minutes</u>. Architect shall attend all construction meetings and provide written reports/minutes to the District after each construction meeting in order to keep District informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the District's sole discretion, but no less than weekly.

8.9 <u>Written Reports</u>. Architect shall make written reports to District as necessary to inform District of problems arising during construction, changes contemplated as a result of each such problems, and progress of the Project work. The Architect shall not have control over the acts or omissions of the contractors, subcontractors or their agents or employees, or of any other persons or entities performing or supplying portions of the work which were not employed or hired by Architect. The contractor shall not be relieved of its obligation to perform the work in accordance with the Contract Documents either by activities or duties of the Architect, or by tests, inspections or approvals required or performed by persons other than the contractor.

8.10 <u>Written Records</u>. Architect shall keep accurate written records of the progress and quality of the Project work and the time schedules and shall advise the contractors and District of any deviations from the time schedule which could delay timely completion of the Project.

8.11 <u>Material and Test Reports</u>. Architect shall check and process, in a timely manner, all required material and test reports for the Project work. In addition, Architect shall provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors, District and federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies.

8.12 <u>Review and Response to Submissions</u>. Architect shall review and respond, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, change requests, and other submissions of the contractor and subcontractors for compliance with, or alterations and additions to, the Construction Documents. Architect's review and response shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work. Submission requests which involve more work or time than is normally required for routine submissions, as mutually determined by the Parties, may be the subject of additional compensation as Additional Services.

8.13 <u>Rejection of Work</u>. Architect shall promptly reject, as discussed with District, work or materials which do not conform to the Construction Documents. Architect shall immediately notify the District and contractor(s) of such rejections. Architect shall also have the authority to recommend to the District that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed.

8.14 <u>Substitutions</u>. Architect shall consult with District, in a timely manner, with regard to substitution of materials, equipment and laboratory reports thereof, prior to the District's final written approval of such substitutions. Architect's consultation shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work. Substitution requests which involve more work or time than is normally required for routine substitutions, as mutually determined by the Parties, may be the subject of additional compensation as Additional Services.

8.15 <u>**Revised Documents and Drawings**</u>. Architect shall prepare, at no additional expense to District, all documents and/or drawings made necessary by errors and omissions in the originally approved Construction Documents.

8.16 <u>Change Requests and Material Changes</u>. Architect shall evaluate and advise District, in a timely manner and in writing, of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. Architect shall provide the District with its opinion as to whether such change requests should be approved, denied or revised. If the District has not hired a construction manager or other person to do so, the Architect shall prepare and execute all change orders and submit them to the District for authorization. If the District has designated a construction manager or other person to prepare all change orders, the

Architect shall review all change orders prepared by such person, execute them and deliver them to the District for authorization if they meet with the Architect's approval, or submit them to the District with recommendations for revision or denial if necessary. Architect shall not order contractors to make any changes affecting the contract price without approval by District of such a written change order, pursuant to the terms of the Construction Documents. Architect may order, on its own responsibility and pending the District's Governing Board approval, changes necessary to meet construction emergencies, if written approval of District's Representative is first secured. Architect may also authorize minor changes in the work, pending District's approval, so long as such changes are not inconsistent with the intent of the Construction Documents and do not involve an adjustment in the contract sum or an extension of the contract time.

8.17 <u>Applications for Payment</u>. Architect shall examine, verify and approve contractor's applications for payment, and shall issue certificates for payment in amounts approved by the Project Inspector of Record or the District's Representative, based on the Architect's observations at the site. The issuance of a certificate for payment shall not be a representation that the Architect has: (1) made exhaustive or continuous on site inspections of the work for which payment is sought; (2) reviewed construction means, methods, techniques, sequences or procedures for the work for which payment is sought; (3) ascertained how and for what purpose the contractor has used money previously paid; or (4) certified that the work for which payment is sought is without defects.

8.18 <u>Final Color and Product Selection</u>. Architect shall coordinate final color and product selection with District's original design concept.

8.19 <u>Substantial Completion</u>. Architect shall determine the date of substantial completion, in consultation with the District.

8.20 <u>Punch List</u>. After determining that the Project is substantially complete, Architect shall participate in the inspection by the IOR of the Project and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project, including those identified on the punch list prepared by the contractor ("Punch List Items"). Architect shall notify contractor in writing that all Punch List Items must be corrected prior to final acceptance of the Project and final payment. Architect shall also notify District of all Punch List Items.

8.21 <u>Warranties</u>. Architect shall review materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners' manuals, instruction books, diagrams, record "as built" drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. Architect shall coordinate and provide these materials to the District.

8.22 <u>Certificate of Completion</u>. Architect shall participate in any further inspections of the Project necessary to issue Architect's Certificate of Completion and final certificate for payment.

8.23 **Documents for Project Close-Out**. Architect shall cause all other architects, engineers and other consultants, as may be hired by Architect, to file any and all required documentation with the District or other governmental authorities necessary to close out the Project. Architect shall assist the District in obtaining such documentation from all other architects, engineers, or other consultants.

# 9. <u>RECORD DRAWINGS</u>.

During the record drawings phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

9.1 <u>Record Drawings and Specifications</u>. Not later than thirty (30) days after substantial completion of the Project, before receipt of final payment, Architect shall review and forward the Final Working Drawings and Specifications, indicating on them all changes made by change orders or otherwise pursuant to the Construction Documents, as well as all information called for on the specifications, thus producing an "record" set of Final Working Drawings and Specifications ("Record Drawings and Specifications"). The Record Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project. Architect shall personally review and certify that the Record Drawings and Specifications are a correct representation of the information supplied to Architect by the Inspector of Record and the contractor and shall obtain certifications from the Inspector of Record and the drawings are correct.

9.2 <u>Approval</u>. Once District provides Architect with specific written approval of the Record Drawings and Specifications, Architect shall forward to District the complete set of original Record Drawings and Specifications or a complete set of reproducible duplicate Record Drawings and Specifications. The tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

9.3 **Documents for Final Payment**. Prior to the receipt of Architect's final payment, Architect shall forward to District all of the following: (1) one clear and legible set of reproductions of the computations; (2) the original copy of the specifications; (3) the Record Drawings and Specifications as required herein; (4) the final verified progress report required pursuant to Title 24 of the California Code of Regulations; and (5) Architect's Certificate of Completion.

# 10. **WARRANTY PERIOD**.

During the warranty period phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

10.1 <u>Advice</u>. Architect shall provide advice to District on apparent deficiencies in the Project during any applicable warranty periods for the Project.

#### EXHIBIT "B"

#### FEE AND PHASING/FUNDING SCHEDULES

#### 1. <u>Fee Schedule</u>.

The Architect's Total Compensation is a Not-to-Exceed fee of twenty-five thousand two hundred dollars (\$25,200.00) ("Total Compensation"), including reimbursable costs, for the Project.

# 2. <u>Phasing/Funding Schedule</u>.

Progress payments towards Total Compensation shall never exceed the following percentages of Total Compensation as of the phase indicated:

Schematic Design Phase	10 percent (10%)
Design Development Phase	15 percent (15%)
Construction Documents Phase	50 percent (50%)
Bidding or Negotiation Phase	05 percent (05%)
Construction Admin. Phase	20 percent (20%)
Total Compensation	(100%)

#### EXHIBIT "C"

#### **COMPENSATION RATES AND REIMBURSABLE EXPENSES**

#### 1. Hourly Compensation Rates.

	HOURLY RATES
Principal Architect	\$255.00
Project Architect	\$250.00
Project Manager	\$228.00
Job Captain – Tech III	\$190.00
CAD Drafter – Tech II	\$170.00
CAD Drafter – Tech I	\$143.00
Intern – Administrative Assistant	\$116.00

These are the current hourly rates effective 01-01-2025 through 12-31-2025. Increases in the above hourly rates shall be made only by an authorized amendment to this Agreement.

#### 2. <u>Reimbursable Expenses</u>.

Not to exceed One Thousand Two Hundred Dollars (\$1,200.00) for scanning, printing, reproduction costs, photographs, government documents, special postage and delivery fees. No other reimbursable expenses shall be incurred and submitted without prior approval from the District. Mileage – no mileage costs within San Diego County.

#### 3. <u>Additional Services</u>.

Additional Services shall be computed at the actual hourly rates described above.

#### 4. <u>Additional Consultants</u>.

If District requires Architect to hire consultants to perform any Additional Services, Architect shall be compensated therefore at the consultant's actual hourly rates plus **Five percent** (5%). District shall have the authority to review and approve the rates of any such consultants.

#### EXHIBIT "D"

#### **CONTRACTOR FINGERPRINTING REQUIREMENTS**

#### **Architect Certification**

With respect to the Agreement dated <u>February 7, 2025</u> by and between the **San Ysidro School District** ("District") and **DAVY ARCHITECTURE, INC.** ("Architect") for the provision of architectural services, Architect hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative

01/22/2025

Date

#### **Architect Exemption**

Pursuant to Education Code section 45122.1, the **San Ysidro School District** ("District") has determined that **DAVY ARCHITECTURE, INC.** ("Architect") is exempt from the criminal background check certification requirements for the service Agreement dated <u>February 7, 2025</u>, by and between the District and Architect ("Agreement") because:

The Architect's employees will have limited contact with District students during the course of the Agreement; or

□ Emergency or exceptional circumstances exist.

District Official

Date

#### Architect's Consultant Certification

The **San Ysidro School District** ("District") entered into an agreement for architectural services with **DAVY ARCHITECTURE**, **INC.** ("Architect") on or about <u>February 7, 2025</u> ("Agreement"). This certification is submitted by <u>Eric Davy</u>, a consultant to the Architect for purposes of that Agreement ("Consultant"). Consultant hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Consultant's Representative

01/22/2025

Date

#### **Architect's Consultant Exemption**

The **San Ysidro School District** ("District") entered into an agreement for architectural services with **DAVY ARCHITECTURE, INC.** ("Architect") on or about <u>February 7, 2025</u> ("Agreement"). Pursuant to Education Code section 45122.1, the District has determined that <u>Eric</u> <u>Davy</u>, a consultant to the Architect for purposes of that Agreement ("Consultant"), is exempt from the criminal background check certification requirements for the Agreement because:

The Consultant's employees will have limited contact with District students during the course of the Agreement; or

□ Emergency or exceptional circumstances exist.

**District Official** 

Date

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

# **BOARD MEETING DATE:** February 6, 2025

VIA: Gina A. Potter, Ed.D. Superintendent FROM: Jose F. Iniguez, Ed.D.Assistant Superintendent of Admin.Leadership, School Support & Safety

□ Informational ⊠ Action

# AGENDA ITEM: AMENDMENT NO. 1 TO THE AGREEMENT WITH GAFCON PM-CM LLC

## **BACKGROUND INFORMATION:**

In November of 2024, the Board approved a Professional Services Agreement with Gafcon PM-CM LLC for \$54,800.00 (Community Resource Center at Beyer) and \$128,700.00 (San Ysidro Middle School) to provide Labor Compliance Programs at each site. A clerical error was discovered in the Project Manager hourly rate listed in the Agreement and needs to be corrected.

If approved, the Project Manager's hourly rate will change from \$100.00 per hour to \$110.00 per hour as originally listed in Gafcon PM-CM LLC's proposal. This correction will not alter the approved amount of the Agreement; it will only correct the clerical error.

Staff is requesting approval of this Amendment with Gafcon PM-CM LLC for Labor Compliance Programs at the Community Resource Center at Beyer and San Ysidro Middle School.

#### **RECOMMENDATION:**

Approve the Amendment with Gafcon PM-CM LLC to correct a clerical error in the Professional Services Agreement for the Community Resources Center at Beyer and the San Ysidro Middle School Projects.

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

□ Renewal	□ New	Amendment	□ Ratify	□ Other			
Financial Implications?		Are fund	ls for this iten	n available in	the 2024-2025 Budget?		Requisition #
□ Yes	🛛 No		□ Yes	🗆 No	🖾 N/A		
NO CH	IANGE						
\$183,500.00			General	l Obligatio	on Bond,		
		Mea	sure T(213	39) and Me	easure U (2133)		
(Amount)		· · · · · · · · · · · · · · · · · · ·	(Name of fun	ding source a	nd/or location)		
Recomm	ended for:	🛛 Approval	🗆 Denia	l Certi	fication Requested	□ Yes	□ No

#### FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH GAFCON PM-CM LLC

THIS FIRST AMENDMENT ("First Amendment") is made and entered into as of the final signature hereto, by and between the **SAN YSIDRO SCHOOL DISTRICT**, (hereinafter referred to as the "District"), and **Gafcon PM-CM LLC** (hereinafter referred to as "Consultant").

#### RECITALS

WHEREAS, on or about <u>November 14, 2024</u>, the District and Consultant entered into a Professional Services Agreement for an amount of \$54,800.00 for Beyer Community Resource Center and \$128,700.00 for San Ysidro Middle School for Labor Compliance Programs at each Site.; and

**WHEREAS**, the Agreement permits the District and Consultant to amend the terms and conditions of the Agreement upon mutual written agreement of the Parties; and

WHEREAS, the Parties have identified the need for a clerical revision to the Agreement; and

**WHEREAS**, the District and Consultant now desire to amend the Agreement to explicitly memorialize the mutually agreed-upon clerical revision for Consultant to provide Labor Compliance Programs for the Projects identified above.

#### AGREEMENT

**NOW, THEREFORE**, in good and valuable consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. <u>Amendment Terms</u>.

The Agreement is hereby amended as follows:

A. <u>Hourly Rate for Project Manager</u>. The Parties have agreed that the Project Manager Hourly Rate shall be amended in Exhibit 'B' from:

Beyer Community Resource Center: Position: Project Manager, Hourly Rate \$100.00/hour
 San Ysidro Middle School Revitalization: Project Manager, Hourly Rate \$100.00/hour

То

1. Beyer Community Resource Center: Position: Project Manager, Hourly Rate \$110.00/hour

2. San Ysidro Middle School Revitalization: Project Manager, Hourly Rate \$110.00/hour

B. <u>Compensation</u>. The Consultant's total compensation as set forth in the Professional Services Agreement does not change; this Amendment is a clerical revision only to the Hourly Rate listed in the Agreement.

C. This First Amendment shall only be effective upon the execution by both the District and Consultant.

D. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

E. This First Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the original Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have, by their duly authorized representatives, executed this First Amendment to the Agreement for Consultant Services, as of the month, day and year first above written.

#### SAN YSIDRO SCHOOL DISTRICT

## **GAFCON, PM-CM LLC**

Date:		Date:	
By:		By:	
Name:	Marilyn Adrianzen		
Title:	Chief Business Official	Title:	

Board approved: 02-06-25

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

## **BOARD MEETING DATE:** February 6, 2025

VIA: Gina A. Potter, Ed.D. Superintendent **FROM:** Jose F. Iniguez, Ed.D.Assistant Superintendent of Admin.□Leadership, School Support & Safety⊠

□ Informational ⊠ Action

# AGENDA ITEM: AGREEMENT WITH LORD ARCHITECTURE, INC. FOR SHADE STRUCTURES

## **BACKGROUND INFORMATION:**

New playgrounds were installed at La Mirada and Smythe Elementary Schools last year. During construction, two small shade shelters in the Kindergarten play area of La Mirada Elementary School were forced to be removed. Architectural services are needed to complete the design to reinstall shade in that location. Additionally, Staff is recommending a phased process of installing shade shelters at strategic locations at all district school campuses. Therefore, this design process would add two (2) new shade structures at La Mirada Elementary School, and two (2) new shade structures at Smythe Elementary School, to start the phased District-wide Shade Structure Project.

If approved, these services are expected to start on February 7, 2025, with completion by or before July 11, 2025. Construction to be completed during Summer 2025.

Staff is requesting approval of this Agreement with Lord Architecture, Inc. for Architectural Services for the 2025 Shade Structure Projects at La Mirada and Smythe Elementary Schools.

#### **RECOMMENDATION:**

Approve the agreement with Lord Architecture, Inc. to provide Architectural Services for the 2025 Shade Structure Projects at La Mirada and Smythe Elementary Schools in the amount of \$111,247.00 and an Owner-controlled contingency of \$5,600.00 for a total of \$116,847.00 from the General Obligation Bond Measure T Funds.

LCAP GOAL AND ACTION/SERVICE (please indicate): □ Renewal ⊠ New □ Amendment Ratify □ Other **Financial Implications?** Are funds for this item available in the 2024-2025 Budget? Requisition # 🛛 Yes 🗆 No 🛛 Yes □ No  $\Box$  N/A \$116,847.00 MEASURE T, G.O. BOND FUNDS (2139) (Amount) (Name of funding source and/or location)  $\boxtimes$  Approval  $\square$  Denial Recommended for: Certification Requested  $\Box$  Yes  $\Box$  No

# SAN YSIDRO SCHOOL DISTRICT AGREEMENT FOR ARCHITECTURAL SERVICES

# SHADE STRUCTURES AT LA MIRADA ELEMENTARY SCHOOL & SMYTHE ELEMENTARY SCHOOL

# 1. Parties and Date

This Agreement is made and entered into this <u>7th</u> day of <u>February</u> 2025, by and between the **SAN YSIDRO SCHOOL DISTRICT**, a public school district organized under the laws of the State of California with its principal place of business at **4350 Otay Mesa Road**, **San Ysidro**, **California 92173** ("District") and **LORD ARCHITECTURE**, **INC.**, **11650 Iberia Place**, **Suite 210**, **San Diego**, **CA 92128-2455** ("Architect"). District and Architect are sometimes individually referred to as a "Party" and collectively as "Parties" in this Agreement.

## 2. <u>Recitals</u>

2.1 The District is a public agency school district organized under the laws of the State of California, with power to contract for the services provided for herein.

2.2 The District intends to construct shade structures in the District to be known as the 2025 SHADE STRUCTURES PROJECT at La Mirada Elementary School and Smythe Elementary School ("Project"). The Project shall be the construction of selected shade structures located at: 222 Avenida De La Madrid, San Ysidro, CA (La Mirada Elementary School) and 1880 Smythe Avenue, San Ysidro, CA (Smythe Elementary School).

2.3 District requires the services of a duly qualified and licensed architect to perform the services required by this Agreement. Architect represents that it is aware of the District's plans with respect to the Project.

2.4 Architect warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Architect is a corporation or other organization, the Project Architect designated pursuant to Section 3.2 herein, and not the Architect itself, shall be fully licensed to practice as an architect in the State of California.

2.5 The District desires to engage Architect to render the services for the Project as provided hereunder.

# 3. <u>Terms</u>

3.1 <u>Employment of Architect</u>. Architect promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as the "Services"). The Services are more particularly described throughout this

Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Architect shall be subject to the sole and discretionary approval of the District, which approval shall not be unreasonably withheld.

3.2 **Project Architect; Key Personnel**. Architect shall name a specific individual to act as Project Architect, subject to the approval of District. Architect hereby designates **Katherine I. Lord**, (License No. C-14478) to act as the Project Architect for the Project. The Project Architect shall: (1) maintain oversight of the Project at all times; (2) have full authority to represent and act on behalf of the Architect for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with District and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Architect shall be subject to the District's prior written approval, which approval shall not be unreasonably withheld. The new Project Architect shall be of at least equal competence as the prior Project Architect. In the event that District and Architect cannot agree as to the substitution of a new Project Architect, District shall be entitled to terminate this Agreement without any further liability to the Architect.

In addition to the Project Architect, Architect has represented to the District that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Architect may substitute others of at least equal competence upon written approval of the District. In the event that District and Architect cannot agree as to the substitution of key personnel, engineers or consultants, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers or consultants who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Architect at the request of the District.

#### 3.3 Hiring of Consultants and Personnel.

3.3.1 <u>Right to Hire or Employ</u>. Architect shall have the option, unless District objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Architect may delegate without relieving Architect from administrative or other responsibility under this Agreement. Architect shall be responsible for the coordination and cooperation of Architect's architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by District in its sole and reasonable discretion. Architect shall notify District of the identity of all consultants at least fourteen (14) days prior to their consent to their participation on the Project if deemed necessary by District in its sole and reasonable discretion.

3.3.2 **<u>Qualification and License</u>**. All architects, engineers, experts and other consultants retained by Architect in performance of this Agreement shall be qualified to perform the Services assigned to them and shall be licensed to practice in their respective professions, where required by law.

3.3.3 <u>Standards and Insurance</u>. All architects, engineers, experts and other consultants hired by Architect shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the District in writing. Unless changes are approved in writing by the District, Architect's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 <u>Assignments or Staff Changes</u>. Architect shall promptly obtain written District approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Architect's consultants and key personnel shall be subject to approval by District.

3.3.5 **<u>Draftsman and Clerical Support</u>**. Draftsmen and clerical personnel shall be retained by Architect at Architect's sole expense.

# 3.4 <u>Standard of Care; Performance of Employees</u>.

Standard of Care. Architect shall perform all Services under this 3.4.1 Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be fully responsible to District for any damages to District and delays to the Project as specified in the indemnification provision of this Agreement to the extent caused by the Architect. Architect represents and maintains that it is skilled in the professional calling necessary to perform the Services. Architect warrants that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Architect represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Architect shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Architect's failure to comply with the standard of care provided for herein.

3.4.2 <u>Performance of Employees</u>. Any employee or consultant who is reasonably determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the District,

shall be promptly removed from the Project by the Architect and shall not be re-employed to perform any of the Services or to work on the Project.

# 3.5 Laws and Regulations.

3.5.1 <u>Knowledge and Compliance</u>. Architect shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project and shall give all notices required of the Architect by law. Architect shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If the Architect performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Architect shall be solely responsible for all costs arising therefrom. Architect shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 **Drawings and Specifications**. Architect shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including, but not limited to, the California Building Code, the California Education Code, Titles 19, 21 and 24 of the California Code of Regulations, and any requirements of the Division of State Architect (including structural safety, fire/life safety and access compliance section), the State Department of Education and the California Department of General Services, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time, which were not known or reasonably should not have been known, by Architect, may be compensated as Additional Services. Architect shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Architect shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Architect and District.

3.5.3 <u>Americans with Disabilities Act</u>. Architect will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Architect shall inform District of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law and shall provide District with its interpretation of such inconsistencies and conflicting interpretations. Unless Architect brings such inconsistencies and conflicting interpretation of such inconsistencies and conflicting interpretations of such inconsistencies and conflicting interpretation of such inconsistencies and conflicting interpretations of such inconsistencies and conflicting interpretation of such inconsistencies and conflicting interpretations of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Architect, and the Architect shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Architect brings suc

inconsistencies and conflicting interpretations to the attention of District, seeks direction from the District and requests District's direction on how to proceed, with respect to any inconsistent and/or conflicting interpretation, the Architect shall be responsible to the District pursuant to the indemnification provision of this Agreement. District acknowledges that the requirements of the federal and state accessibility laws are subject to various and possibly contradictory interpretations, and that the Architect cannot warrant or guarantee that its interpretation will be correct and will be entitled to proceed in accordance with the District's direction. Architect shall at all times adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretations.

3.5.4 <u>Permits, Approvals and Authorizations</u>. Architect shall provide District with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Architect shall then assist the District in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the District.

3.6 **Independent Contractor**. District retains Architect on an independent contractor basis and Architect is not an employee of District. Architect is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to District's employees. Any additional personnel performing the Services under this Agreement on behalf of Architect shall also not be employees of District and shall at all times be under Architect's exclusive direction and control. Architect shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Architect shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

# 3.7 <u>Schedule of Services</u>.

3.7.1 <u>Timely Performance Standard</u>. Architect shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Architect shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the District and within any completion schedules adopted for the Project. Architect agrees to coordinate with District's staff, contractors and consultants in the performance of the Services, and shall be available to District's staff, contractors and consultants at all reasonable times.

3.7.2 <u>Performance Schedule</u>. Architect shall prepare an estimated time schedule for the performance of Architect's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the District's review and approval, which approval shall not be unreasonably withheld and shall include allowances for periods of time required for District's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If District and Architect cannot mutually agree on a performance schedule, District

shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Architect, without the prior written approval of District. If the Architect's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the District will suffer damage for which the Architect will be responsible pursuant to the indemnification provision of this Agreement.

3.7.3 <u>Excusable Delays</u>. Any delays in Architect's work caused by the following shall be added to the time for completion of any obligations of Architect: (1) the actions of District or its employees; (2) the actions of those in direct contractual relationship with District; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Architect; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Architect. Neither the District nor the Architect shall be liable for damages, liquidated or otherwise, to the other on account of such excusable delays.

3.7.4 **<u>Request for Excusable Delay Credit</u>**. The Architect shall, within ten (10) calendar days of the beginning of any excusable delay, notify the District in writing of the causes of delay. District will then ascertain the facts and the extent of the delay and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The District's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Architect for extensions of time shall be an extension of the performance time at no cost to the District. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Architect make an application for an extension of time, Architect shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.</u>

3.8 <u>Architect Services</u>. Architect shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.9 <u>Additional Architect Services</u>. At District's request, Architect may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted architectural practice. As used herein, "Additional Services" mean: (1) any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for the Architect to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Architect shall not perform, nor be compensated for, Additional Services without prior written authorization from District and without an agreement between the District and Architect as to the compensation to be paid for such services. District shall pay Architect for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Architect pursuant to the indemnification

provision of this Agreement. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Architect was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above.

# 3.10 **<u>District Responsibilities</u>**. District's responsibilities shall include the following:

3.10.1 **Data and Information**. District shall make available to Architect all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the District shall provide the Architect with a preliminary construction budget ("District's Preliminary Construction Budget"). As indicated in Exhibit "B" attached hereto, the District's Preliminary Construction Budget shall be used to estimate the Architect's Total Compensation for the Project, subject to change as provided in Exhibit "B" attached hereto.

3.10.2 <u>Project Survey</u>. If required pursuant to the scope of the Project and if requested by Architect, District shall furnish Architect with, or direct Architect to procure at District's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.10.3 <u>Inspector of Record</u>. Appoint and pay, upon mutual agreement with Architect, an Inspector of Record as provided by state law. The Inspector of Record shall be qualified and approved by Architect and by the Division of State Architect, shall be under direction of the Architect, and shall be responsible to, and act in accordance with, the policies of District. The Inspector of Record shall be compensated by the District and shall be under direct contract with the District. The construction administration by Architect and its engineers or other consultants shall complement the continuous personal supervision of the Inspector of Record.

3.10.4 <u>**Bid Phase</u>**. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.</u>

3.10.5 <u>Testing</u>. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.10.6 <u>**Required Inspections and Tests**</u>. Retain consultant(s) to conduct materials testing and inspection, as required by Title 21 of the California Code of Regulations, or to conduct any other environmental or hazardous materials testing and inspection pursuant to any other applicable laws, rules or regulations.

3.10.7 <u>Fees of Reviewing or Licensing Agencies</u>. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.10.8 <u>District's Representative</u>. Designate a person to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall be authorized to act as liaison between Architect and District in the administration of this Agreement and the Construction Documents and shall have the power to act on behalf of the District for all purposes under this Agreement. Such person shall assist Architect in observing construction of the Project and participating in the preparation of the Punch List Items required by Exhibit "A" attached hereto. District may designate new and/or different individuals to act as District's Representative from time to time. The District's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services, as provided in the excusable delay provisions of this Agreement above.

3.10.9 <u>Review and Approved Documents</u>. Review all documents submitted by Architect, including change orders and other matters requiring approval by the District's Governing Board or other officials. District shall advise Architect of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

# 3.11 Compensation.

3.11.1 <u>Architect's Compensation for Basic Services</u>. Subject to adjustment under Exhibit "B" attached hereto, District shall pay to Architect, for the performance of all Services rendered under this Agreement, the total amount of **One Hundred Eleven Thousand Two Hundred Forty-Seven** Dollars and **zero** Cents (\$111,247.00) ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement pursuant to Exhibits "A" and "B" attached hereto, shall constitute complete and adequate payment for the Services provided under this Agreement.

3.11.2 **Payment for Additional Services**. Additional Services may be authorized pursuant to the applicable provisions of this Agreement. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. Architect shall be paid for Additional Services, as defined by this Agreement, so long as they have been approved in advance by the District. If District requires Architect to hire consultants to perform any Additional Services, Architect shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. District shall have the authority to review and approve the rates of any such consultants. In addition, Architect shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.11.3.

3.11.3 <u>Reimbursable Expenses</u>. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Architect shall not be reimbursed for any expenses unless authorized in writing by the District, which approval may be evidenced by inclusion in Exhibit "C" attached hereto and incorporated herein by reference. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Architect in the interest of the Project. Architect shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of \$0; and (5) other costs, fees and expenses in excess of \$0.

3.11.4 Payment to Architect. Architect's compensation and reimbursable expenses shall be paid by District to Architect no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "C" attached hereto and incorporated herein by reference. In order to receive payment, Architect shall present to District an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Architect shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Architect shall present to District an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Architect shall be compensated as set forth in the termination provision herein.

3.11.5 Withholding Payment to Architect. The District may withhold payment, in whole or in part, to the extent reasonably necessary to protect the District from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by District to deduct any sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the District, incurred by the District for which Architect is liable under the Agreement or state law. Payments to the Architect for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Architect shall not be withheld, postponed, or made contingent upon receipt by the District of offsetting reimbursement or credit from parties not within the Architect's reasonable control.

3.11.6 **Prevailing Wages**. Architect is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Architect agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. District shall provide Architect with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Architect shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Architect's principal place of business and at the Project site. Architect shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Architect or its consultants to comply with the Prevailing Wage Laws.

3.11.7 **DIR Registration**. If any portion of the services provided by Architect are classified as "public works" under the Labor Code, then in addition to the foregoing, pursuant to Code sections 1725.5 the Architect and all applicable Labor and 1771.1. subcontractors/subconsultants must be registered with the Department of Industrial Relations ("DIR"). Architect and all such subcontractors/subconsultants shall maintain registration for the duration of the project and require the same of any other subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Architect's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of certified payroll records directly to the DIR.

3.12 **Notice to Proceed**. Architect shall not proceed with performance of any Services under this Agreement unless and until the District provides a written notice to proceed.

# 3.13 <u>Termination, Suspension and Abandonment</u>.

3.13.1 **District's Termination for Convenience**. District hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Architect shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by District as a result of the default, if any, by Architect. Upon the District's request and authorization, Architect shall perform any and all additional Services necessary to wind up the work performed to the date of suspension, abandonment or termination. Architect hereby expressly waives any and all claims for damages or compensation arising under this Section, except as set forth herein, in the event of such suspension, abandonment or termination.

3.13.2 <u>Architect's Termination for Cause</u> This Agreement may be terminated by the Architect upon fourteen (14) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Architect shall be compensated for services completed to the date of termination, together with compensation for such Additional Services performed after termination which are authorized by the district to wind up the work performed to the date of termination. Upon the District's request and authorization, Architect shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

3.13.3 <u>District's Suspension of Work</u>. If Architect's Services are suspended by District, District may require Architect to resume such Services within ninety (90) days after written notice from District. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the District and Architect.

3.13.4 **Documents and Other Data**. Within seven (7) calendar days following suspension, abandonment or termination of this Agreement, Architect shall provide to District all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which District would have been entitled at the completion of Architect's Services under this Agreement. Upon payment of the amount required to be paid to Architect pursuant to the termination provisions of this Agreement, District shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Architect under this Agreement. In the event of a dispute regarding the amount of compensation to which the Architect is entitled under the termination provisions of this Agreement, Architect shall provide all Project Documents to District upon payment of the undisputed amount. Architect shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. Architect shall make such documents available to District without additional compensation other than as may be approved as a reimbursable expense.

3.13.5 <u>Employment of Other Architects</u>. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

# 3.14 **Ownership and Use of Documents; Confidentiality**.

3.14.1 **Ownership**. Pursuant to California Education Code section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of District. Although the official copyright in all Project Documents shall remain with the Architect or other applicable subcontractors or consultant, the Project Documents shall be the property of District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Architect shall provide to District copies of all Project Documents required by District. In addition, Architect shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project and shall make copies available to District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Architect shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.14.2 <u>**Right to Use**</u>. Architect grants to District the right to use and reuse all or part of the Project Documents, at District's sole discretion and with no additional compensation to Architect, for the following purposes:

(A) The construction of all or part of this Project.

(B) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time.

(C) The construction of another project by or on behalf of the District for its ownership and use.

District is not bound by this Agreement to employ the services of Architect in the event such documents are used or reused for these purposes. District shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Architect or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit District's right to recover for latent defects or for errors or omissions of the Architect.

Any use or reuse by District of the Project Documents on any project other than this Project without employing the services of Architect shall be at District's own risk with respect to third parties. If District uses or reuses the Project Documents on any project other than this Project, it shall remove the Architect's seal from the Project Documents and hold harmless Architect and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

Architect shall not be responsible or liable for any revisions to the Project Documents made by any party other than the Architect, a party for which the Architect is legally responsible or liable, or anyone approved by the Architect.

3.14.3 <u>License</u>. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Architect shall require any and all subcontractors and consultants to agree in writing that District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.14.4 <u>**Right to License**</u>. Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Architect prepares or causes to be prepared pursuant to this Agreement. Architect shall indemnify and hold District harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Architect and provided to Architect by District.

3.14.5 <u>Confidentiality</u>. All Project Documents, either created by or provided to Architect in connection with the performance of this Agreement, shall be held confidential by Architect to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of District, be used or reproduced by Architect for any purposes other than the performance of the Services. Architect shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Architect which is otherwise known to Architect or is generally known, or has become known, to the related industry shall be deemed confidential. Architect shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of District.

3.15 <u>Indemnification</u>. To the maximum extent permitted by law, Architect shall defend, indemnify and hold District, its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to the negligence, recklessness, or willful misconduct of Architect, its officials, officers, employees, subcontractors, consultants or agents in the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and reasonable attorney's fees, expert witness fees and other related costs and expenses of defense. Architect shall defend, with counsel of District's choosing and at Architect's own cost, expense and risk, any and all such aforesaid suits, actions or other

legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees and agents. Architect shall pay and satisfy any judgment, award or decree that may be rendered against District, its directors, officials, officers, employees and agents in any such suits, actions or other legal proceedings. Architect shall also reimburse District for the cost of any settlement paid by District arising out of any such claims, demands, causes of action, costs, expenses, liabilities, loses, damages, injuries, suits, actions, or other legal proceedings. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Architect shall reimburse District, its directors, officials, officers, employees and agents for any and all legal expenses and costs, including expert witness fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Architect's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees and agents.

#### 3.16 Insurance.

3.16.1 <u>Time for Compliance</u>. Architect shall not commence Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In the event Architect fails to provide or maintain all required insurance, District may, in its sole discretion, obtain such insurance and deduct the amount therefor from the Total Compensation.

3.16.2 <u>Minimum Requirements</u>. Architect shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Architect, its officials, officers, agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; (4) *Professional Liability:* Coverage which is appropriate to the Architect 's profession, or that of its consultants or subcontractors; and (5) *Sexual Abuse and Molestation Liability;* as required by the State of California.

(B) <u>Minimum Limits of Insurance</u>. Coverages shall provide limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; (3) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily

injury or disease; (4) *Professional Liability:* Not less than \$1,000,000 per claim; and (5) *Sexual Abuse and Molestation Liability:* Not less than \$1,000,000 per claim.

3.16.3 <u>Professional Liability</u>. Architect and its consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

3.16.4 <u>Insurance Endorsements</u>. The insurance policies shall contain the following provisions, or Architect shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) <u>General Liability</u>. The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the performance of the Agreement by the Architect, its officials, officers, agents, representatives, employees or subcontractors, including materials, parts or equipment furnished in connection with such services; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of the Architect's insurance and shall not be called upon to contribute with it in any way.

(B) <u>Automobile Liability</u>. The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Architect or for which the Architect is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of the Architect's insurance and shall not be called upon to contribute with it in any way.

(C) <u>Workers' Compensation and Employers Liability Coverage</u>. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Architect.

(D) <u>Sexual Abuse and Molestation Liability Coverage.</u> This insurance shall be endorsed to include contractual liability.

(E) <u>All Coverages</u>. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has

been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees and agents.

3.16.5 <u>Separation of Insureds; No Special Limitations</u>. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

3.16.6 <u>Deductibles and Self-Insurance Retentions</u>. Any deductibles or selfinsured retentions must be declared to and approved by the District. Architect shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees and agents; or (B) the Architect shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.16.7 <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VIII, licensed to do business in California, and satisfactory to the District.

3.16.8 <u>Verification of Coverage</u>. Architect shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District, if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.16.9 <u>Subcontractor and Consultant Insurance Requirements</u>. Architect shall not allow any of its architects, engineers, experts or other consultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. If requested by Architect, District may approve different scopes or minimum limits of insurance for particular architects, engineers, experts or other consultants. Unless otherwise approved by the District, the architects, engineers, experts and other consultants shall comply with each and every provision of this Section.

3.17 <u>**Records**</u>. Architect shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Architect shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Architect shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.18 <u>Standardized Manufactured Items</u>. Architect shall cooperate and consult with District in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to District's criteria to the extent such criteria do not interfere with building design.

3.19 **Limitation of Agreement**. This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other District site, will be covered by, and be the subject of, a separate Agreement for architectural services between District and the architect chosen therefor by District.

3.20 <u>Mediation</u>. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.

3.21 <u>Successors and Assigns</u>. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Architect shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

3.22 <u>Asbestos Certification</u>. Architect shall certify to District, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Architect prepares for the Project. Architect shall require all consultants who prepare any other documents for the Project to submit the same written certification. Architect shall also assist the District in ensuring that contractors provide District with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Architect shall include statements in its specifications that materials containing asbestos, or any other material deemed to be hazardous by the state or federal government are not to be included.

3.23 **Disabled Veteran Business Enterprise Certification**. If required for this Project, Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement. If Architect fails to comply with this requirement, the Agreement shall be deemed canceled.

3.24 <u>No Third-Party Rights</u>. This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.25 <u>Governing Law</u>. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Diego County.

3.26 <u>Entire Agreement</u>. This Agreement, with its exhibits, contains the entire agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

3.27 **Exhibits and Recitals**. All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.28 <u>Severability</u>. Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.29 <u>Non-Waiver</u>. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

3.30 <u>Safety</u>. Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.31 <u>Delivery of Notices</u>. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

#### **DISTRICT:**

San Ysidro School District 4350 Otay Mesa Road San Ysidro, California 92173 Attn: Jose. F. Iniguez, Ed.D. Assistant Superintendent of Admin Leadership, School Support and Safety jose.iniguez@sysdschools.org

# **ARCHITECT:**

Lord Architecture, Inc. 11650 Iberia Place, Suite 210 San Diego, CA 92128-2455 Attn.: Kathy Lord <u>klord@lordarchitecture.com</u>

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

# 3.32 [Reserved]

3.33 <u>**Time of Essence**</u>. Time is of the essence for each and every provision of this Agreement.

3.34 <u>District's Right to Employ Other Consultants</u>. District reserves right to employ other consultants, including Architects, in connection with this Project or other projects.

# 3.35 **Prohibited Interests**.

3.35.1 <u>Solicitation</u>. Architect maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Architect, to solicit or secure this Agreement. Further, Architect warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Architect, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability.

3.35.2 <u>Conflict of Interest</u>. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.36 <u>Equal Opportunity Employment</u>. Architect represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Architect shall also comply with all relevant provisions of District's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.37 <u>Labor Certification</u>. By its signature hereunder, Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.38 **<u>Fingerprinting Requirements</u>**. Unless exempted, Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. To this end, the Architect and its consultants must provide for the completion of the certification form attached hereto as Exhibit "D" and incorporated herein by reference prior to any of the Architect's employees, or those of any other consultants, coming into contact with the District's pupils.

3.39 <u>Subcontracting</u>. As specified in this Agreement, Architect shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.40 <u>Supplemental Conditions</u>. Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

[Remainder of page left blank]

3.41 <u>Authority to Execute</u>. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

#### SAN YSIDRO SCHOOL DISTRICT

By:

Name: <u>Marilyn Adrianzen</u> Title: <u>Chief Business Official</u> Date: \_\_\_\_\_

Board approved: 02-06-25

Attest:

[INSERT TITLE]

# LORD ARCHITECTURE, INC.

By:

 Name: Katherine I. Lord, AIA, LEED AP

 Title: Principal

Attest: Principal

Date: 01/22/2025

#### EXHIBIT "A"

# ARCHITECT'S SCOPE OF SERVICES

# **PROJECT TITLE:** 2025 SHADE STRUCTURES PROJECT at La Mirada Elementary School and Smythe Elementary School

#### **PROJECT DESCRIPTION:**

#### La Mirada Elementary School Scope:

This project is for the installation of one (1) small, fabric, cantilevered shade structure with footings/piers for the new Kindergarten play area, and one (1) large, solid-roofed shade structure on the Northcentral location of the hardcourt playground. The shade shelter types, sizes and locations shall be approved by the District prior to design. The Project requires approval from the Division of the State Architect (DSA) by Architect.

#### Smythe Elementary School Scope:

This project is for the installation of one (1) small shade structure and one (1) large shade structure in the main playground area for the existing hardcourt play area. The shade shelter types, sizes and locations shall be approved by the District prior to design. The Project requires approval from the Division of the State Architect (DSA) by Architect.

Project to be California Senate Bill 515 Compliant.

#### 1. <u>GENERAL REQUIREMENTS</u>.

1.1 <u>Basic Services</u>. Architect agrees to perform all the necessary professional architectural, landscape architectural, engineering (e.g. civil, mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein.

1.2 <u>Exclusions from Basic Services</u>. The following services shall be excluded from the basic services listed above: full-time on-site inspection, wetlands investigation or biological assessment, subsurface exploration and excavations for verification of existing utilities, traffic study, and permit and plan check fees assessed by permit authorities (DSA, CV Fire Dept, Health Dept.)

1.3 <u>Additional Services</u>. None except as set forth in an Amendment executed by the Parties to specifically assign Architect one or more components of the Project.

The Architect shall perform the following additional services under this Agreement only if said services are authorized in advance in writing by the District. Said additional services shall be compensated in accordance with schedule in Exhibit "C".

A. Supervision of repair of damage to the Project not resulting from fault of the Architect.

B. The selection by Architect, at the District's request, of movable furniture, equipment, or articles which are not included in the construction contract.

C. The preparation of measured drawings of pre-existing structures as authorized by the District.

D. The additional services caused by the delinquency or insolvency of the contractor.

E. If directed or requested by the District, the employment of special consultants, the preparation of special delineation of models, and overtime work by the Architect's employees, except as otherwise required by this contract.

F. Providing contract administration services after the construction contract time has been exceeded through no fault of the Architect where it is determined that the fault is that of the contractor and liquidated damages are collected therefor.

1.4 <u>Cooperation and Communication with District</u>. Architect shall cooperate and participate in consultations and conferences with District, District's consultants, authorized representatives of District, and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the District. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor's warranty period. Architect shall take direction only from the District's Representative, or any other representative specifically designated by the District for this Project, including any construction manager hired by the District.

1.5 <u>Coordination and Cooperation with Construction Manager</u>. The District may hire a construction manager to administer and coordinate all or any part of the Project on its behalf. If the District does so, it shall provide a copy of its agreement with the construction manager so that the Architect will be fully aware of the duties and responsibilities of the construction manager. The Architect shall cooperate with the construction manager and respond to any requests or directives authorized by the District to be made or given by the construction manager. The Architect shall request clarification from the District in writing if the Architect should have any questions regarding the authority of the construction manager.

1.6 <u>Cost Estimates</u>: In conjunction with the other duties described herein, the Architect shall continuously monitor construction costs and provide one (1) cost estimate at the completion of the final working drawings and specifications phase when design revisions or market conditions result in a potential change to the previously provided estimate. These estimates should include a breakdown of the work elements as well as contingencies in an amount that corresponds to the level of design completion.

# 2. <u>INITIAL PLANNING PHASE</u> – NOT REQUIRED

During the initial planning phase of the Project, Architect shall do all the following, as well as any incidental services thereto:

2.1 <u>Educational Programming</u>. Assist District in the preparation of educational programming for the Project to define the scope, size, space relationship and site development.

2.2 **Project Feasibility**. Provide advice and assistance to District in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters, including, but not limited to, developing a building program identifying and confirming the facility functions, square footage requirements, adjacency relationships, flow diagrams and equipment needs (including a preliminary construction cost estimate based on area costs). Existing equipment needs, data and inventory to be provided by the District.

2.3 <u>Meeting Budget and Project Goals</u>. Architect shall notify District in writing of potential complications, cost overruns, unusual conditions, and general needs that potentially impact the Project budget and timeline, including the District's Preliminary Construction Budget. Architect shall use its best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution within the Project's budget and construction allowance. It shall be the duty of the Architect to suggest alternatives to District which would reduce costs and to design the Project within budget and State Allocation Board cost standards, if any. As discussed below in Section 7 of this Exhibit, if the lowest responsive and responsible bid for the Project exceeds the budget by the stated percentage amount, Architect may be required to make the necessary changes in the drawing and specifications, at its sole cost and expense, to bring the bids within the required budget.

2.4 <u>Permits, Approvals and Authorizations</u>. As indicated in Section 3.5.4, Architect shall assist District in securing easements, encroachment permits, rights of way, dedications, infrastructures and road improvements, as well as coordinating with utilities and adjacent property owners.

# 3. <u>SCHEMATIC PLAN PHASE</u>.

During the schematic plan phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

3.1 <u>Approval and Revisions</u>. District shall review, study, and check the work product developed during the Initial Planning Phase and presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect shall make all District requested changes, additions, deletions, and corrections in such work product at no additional cost, so long as they are not inconsistent with earlier District direction.

3.2 **<u>Funding Documents</u>**. If applicable, Architect shall provide a site plan and all other Project-related information necessary and required for an application by District to any federal, state, regional, or local agencies for funds to finance the construction Project.

3.3 Schematic Plans. In cooperation with District, Architect shall prepare the conceptual design of the Project, illustrating the scale and relationship of the Project components ("Schematic Plans"). The Schematic Plans shall include a conceptual site plan, if appropriate, and preliminary plans and studies, sections, elevations, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project, the plot plan development at the site, and the proposed architectural concept of the buildings. Architect shall incorporate the educational programs and the functional requirements of District into the Schematic Plans. At the Architect's option, the Schematic Plans may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Schematic Plans shall meet all laws, rules and regulations of the State of California, including but not limited to, the regulations of the State Department of Education (5 Cal. Code Regs. § 14000 et seq.) or the Office of Public School Construction ("OPSC"), as well as any guidelines implemented by the State Department of Education. All Schematic Plans shall be prepared in a form which may be submitted to the State Department of Education and OPSC for approval. The Schematic Plans shall show all rooms incorporated in each building of the Project in single line drawings and shall include all revisions required by District or by any federal, state, regional or local agency having jurisdiction over the Project. All architectural drawings for the Project shall be in a form suitable for reproduction.

3.4 **Preliminary Project Budget**. Architect shall use the District's Preliminary Construction Budget and its own expertise and experience with the Project to establish a preliminary project budget or allowance in a format required by District or, if applicable, by any school construction funding agency identified by District ("Architect's Preliminary Project Budget"). The purpose of the Architect's Preliminary Project Budget is to show the probable Project cost in relation to District's Preliminary Construction Budget and the construction standards of any applicable funding agency. If Architect perceives site considerations which render the Project expensive or cost prohibitive, Architect shall disclose such conditions in writing to District immediately. As stated below in Section 7 of this Exhibit, if the lowest responsive and responsible bid for the Project exceeds the budget by more than the stated percentage amount, Architect may be required to make the necessary changes in the drawings and specifications, at its sole cost and expense, to bring the bids within the required budget Architect shall provide a preliminary written time schedule for the performance of all construction work on the Project.

3.5 <u>Copies of Schematic Plans and Other Documents</u>. Architect, at its own expense, shall provide a complete set of the Schematic Plans described herein for District's review and approval. Additionally, at District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department

of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by District shall be provided at actual cost to District.

# 4. <u>DESIGN DEVELOPMENT PHASE</u> – NOT REQUIRED

During the design development phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

4.1 <u>Approval and Revisions</u>. District shall review, study, and check the Schematic Plans presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect shall make all District requested changes, additions, deletions, and corrections in the Schematic Plans at no additional cost, so long as they are not inconsistent with earlier District direction.

4.2 **Design Development Documents**. Once District provides Architect with specific written approval of the Schematic Plans described herein, Architect shall prepare design development documents consisting of: (1) site and floor plans; (2) elevations; (3) sections; (4) typical construction details; (5) equipment layouts; and (6) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the scope, relationships, forms, size, appearance and character of the Project's structural, mechanical and electrical systems, and to outline the Project specifications ("Design Development Documents"). The Design Development Documents shall be prepared in sufficient form to present to the District's Governing Board for approval.

4.3 <u>Copies of Design Development and Other Documents</u>. Architect, at its own expense, shall provide a complete set of the Design Development Documents described herein for District's review and approval. Additionally, at District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by District shall be provided at actual cost to District.

4.4 <u>Updated Project Budget</u>. Architect shall use its Preliminary Project Budget and expertise and experience with the Project to establish an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents as set forth herein and containing a breakdown based on types of materials and specifications identified herein ("Architect's Updated Project Budget").

4.5 <u>**Timetable**</u>. Architect shall provide a written timetable for full and adequate completion of the Project to District.

4.6 <u>Application for Approvals</u>. Architect shall assist District in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the

Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Architect shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the Project and to obtain final Project approval and acceptance by any of the above agencies as may be required.

4.7 <u>Color and Other Aesthetic Issues</u>. Architect shall provide, for District's review and approval, a preliminary schedule of all color materials and selections of textures, finishes and other matters involving an aesthetic decision about the Project.

4.8 <u>Incorporation of Post-Construction Stormwater Design Standards</u>. The Architect shall incorporate post-construction design standards into the Project as follows:

A. Basic Requirements.

As part of the basic Services provided pursuant to this Agreement, the Architect shall include in the design prepared for the Project as appropriate, the post-construction best management practices ("BMPs") necessary to ensure that the District and the contractor(s) comply with the State Water Resources Control Board (State Water Board) stormwater regulations applicable to the Project, including, but not limited to Water Quality Order No. 2003-0005-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004. The Architect shall include all costs associated with incorporating such BMPs into the design of the Project at no additional cost to the District.

B. Incorporation of Design Standards.

In order to ensure such compliance, the Architect shall incorporate the following four Design Standards as goals for the design of the Project:

- 1. Conserve Natural Areas: Conservation of existing natural areas on the Project site to the maximum extent possible.
- 2. Volume and Flow Control: Incorporation of Structural and/or Treatment BMPs to manage the volume and flow of stormwater runoff from the Project site.
- 3. Minimization of Pollutants of Concern: Use of BMPs to reduce the discharge of pollutants from the Project site as described in Section C below.
- 4. Provide Ongoing BMP Maintenance: Incorporate and describe maintenance required for BMPs in Project plans so that District can

ensure that the BMPs and stormwater system are performing as designed.

C. Specific Requirements for BMPs.

The BMPs the Architect incorporates as part of the Design Standards described above, shall be designed to minimize pollutants of concern and shall focus on mitigating the impacts caused by impervious surfaces by implementing BMPs that stress: (i) low impact design; (ii) source controls; and treatment controls. BMPs which may be used to comply with the above-described design standards may be found in U.S. EPA's Toolbox of BMPs at:

http://cfpub1.epa.gov/npdes/stormwater/swphase2.cfm?program\_id=6. The Regional Water Quality Control Board may also have lists of approved references and resources.

# 5. <u>FINAL WORKING DRAWINGS AND SPECIFICATIONS</u>.

During the final working drawings and specifications phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

5.1 <u>Approval and Revisions</u>. District shall review, study, and check the Design Development Documents presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect shall make all District requested changes, additions, deletions, and corrections in the Design Development Documents at no additional cost, so long as they are not inconsistent with earlier District direction.

Final Working Drawings and Specifications. Once District provides Architect 5.2 with specific written approval of the Design Development Documents described herein, Architect shall prepare such complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work ("Final Working Drawings and Specifications"). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and Design Development Documents approved by District. The Final Working Drawings and Specifications shall set forth in detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work. As indicated in Section 3.10.2, District may be requested to supply Architect with the necessary information to determine the proper location of all improvements on and off site, including existing record drawings ("existing record drawings") in District's possession. Architect will make a good-faith effort to verify the accuracy of such information by means of a thorough interior and exterior visual survey of site conditions. District shall also make a good-faith effort to verify the accuracy of the existing record drawings and provide any supplemental information to Architect which may not be shown on the existing record drawings. Architect shall not be responsible for the accuracy of the existing record drawings,

except to the extent that any inaccuracy should have been detected by the Architect, pursuant to its standard of care, from readily available documents and visual observations of existing conditions.

5.3 <u>Form</u>. The Final Working Drawings and Specifications must be in such form as will enable Architect and District to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. In addition, the Final Working Drawings and Specifications must be in such form as will enable District to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by Architect.

5.4 Approval and Revisions. District shall review, study, and check the Final Working Drawings and Specifications presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Architect shall make all District-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Architect's professional judgment. Architect shall bring any such conflicts and/or inconsistencies to the attention of District. The parties agree that Architect, and not the District, possesses the requisite expertise to determine the constructability of the Final Working Drawings and Specifications. However, the District reserves the right to conduct one or more constructability review processes with the Final Working Drawings and Specifications, and to hire an independent architect or other consultant to perform such reviews. Any such independent constructability review shall be at District's expense. Architect shall make all District-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications which may result from any constructability review, at no additional cost to the District, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Architect's professional judgment. If such changes, additions, deletions or corrections are inconsistent with prior District direction, Architect shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.

5.5 <u>Costs of Construction</u>. It is understood by Architect that should the Final Working Drawings and Specifications be ordered by District, District shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of Architect's fees. Should it become evident that the total construction cost will exceed the specified sum, Architect shall at once present a statement in writing to the District's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

5.6 <u>Copies of Final Working Drawings and Specifications and Other Documents</u>. Architect, at its own expense, shall provide a complete set of the Final Working Drawings and Specifications described herein for District's review and approval. Additionally, at District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by District shall be provided at actual cost to District.

# 6. <u>CONSTRUCTION CONTRACT DOCUMENTS</u>.

During the construction contract documents phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

6.1 **<u>Bid and Contract Documents</u>**. If so required by District, Architect shall assist District in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Contract Bid Forms (including Alternate Bids as requested by District), Contract, General Conditions, Supplementary General Conditions, Special Conditions, other necessary conditions of the contract, Project Manual (e.g. conditions of the contract, specifications, and, if desired by District, bidding requirements and sample forms), DVBE and other applicable affirmative action documents, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, and any other certifications and documents required by federal, state and local laws, rules and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of District and District's legal counsel.

6.2 **Final Estimate**. At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), Architect shall provide District with its final estimate of probable construction cost ("Architect's Final Estimate"). As stated above, it shall be the Architect's duty to design the Project within budget and any applicable State Allocation Board cost standards.

# 7. **<u>BID PHASE</u>**.

During the bid phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

7.1 **<u>Reproducible Construction Documents</u>**. Once District provides Architect with specific written approval of the Construction Documents and Architect's Final Estimate, Architect shall provide to District one set of reproducible Construction Documents.

7.2 **Distribution of Contract Documents and Review of Bids**. Architect shall assist District in distributing the Construction Documents to bidders and conducting the opening and

review of bids for the Project. District will reimburse the Architect for the cost of reproducing bid sets, addenda and related delivery charges.

7.3 **Overbudget**. If the apparent lowest responsive and responsible bid on the Project exceeds the Architect's Final Estimate by more than twenty percent (20%), District may request Architect to amend, at Architect's sole cost and expense, the Final Drawings and Specifications in order to rebid the Project and receive a lowest responsive and responsible bid within ten percent (10%) above or less than the Architect's Final Estimate. All revisions necessary to bring the lowest responsible and responsive bid within the Architect's Final Estimate, including any omissions, deferrals or alternates, shall be made in consultation with, and subject to the approval of, the District.

# 8. <u>CONSTRUCTION PHASE</u>.

During the construction phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

8.1 **Observation**. The Project Architect shall observe work executed from the Final Working Drawings and Specifications in person, provided that District may, in its discretion, consent to such observation by another competent representative of Architect.

8.2 <u>General Administration</u>. Architect shall provide general administration of the Construction Documents, and the work performed by the contractors.

8.3 <u>**Pre-Construction Meeting.</u>** Architect shall conduct one or more pre-construction meetings, as the District determines is needed for the Project, with all interested parties.</u>

8.4 <u>Site Visits of Contractor's Work</u>. Architect shall conduct site visits to observe each contractors' work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, according to the District's sole discretion, but in no event less than weekly.

8.5 <u>Site Visits of Inspector's Work</u>. Architect shall conduct site visits to communicate and observe the activities of the Project inspectors, including the Inspector of Record. Such site visits shall be conducted as often as is mutually acceptable to Architect and District. Architect shall direct the Project inspectors and the Project contractors and shall coordinate the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.

8.6 <u>Coordination of Architect's Consultants</u>. Architect shall cause all architects, engineers and other consultants, as may be hired by Architect or District, to observe the work completed under their disciplines as required and approve and review all test results for general conformance with the Construction Documents.

8.7 <u>**Reports</u>**. Architect shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services, the County in which the Project is located, the City in which the Project is located or any other appropriate federal, state, regional or local regulatory bodies.</u>

8.8 <u>Construction Meetings; Minutes</u>. Architect shall attend all construction meetings and provide written reports/minutes to the District after each construction meeting in order to keep District informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the District's sole discretion, but no less than weekly.

8.9 <u>Written Reports</u>. Architect shall make written reports to District as necessary to inform District of problems arising during construction, changes contemplated as a result of each such problems, and progress of the Project work. The Architect shall not have control over the acts or omissions of the contractors, subcontractors or their agents or employees, or of any other persons or entities performing or supplying portions of the work which were not employed or hired by Architect. The contractor shall not be relieved of its obligation to perform the work in accordance with the Contract Documents either by activities or duties of the Architect, or by tests, inspections or approvals required or performed by persons other than the contractor.

8.10 <u>Written Records</u>. Architect shall keep accurate written records of the progress and quality of the Project work and the time schedules and shall advise the contractors and District of any deviations from the time schedule which could delay timely completion of the Project.

8.11 <u>Material and Test Reports</u>. Architect shall check and process, in a timely manner, all required material and test reports for the Project work. In addition, Architect shall provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors, District and federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies.

8.12 <u>Review and Response to Submissions</u>. Architect shall review and respond, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, change requests, and other submissions of the contractor and subcontractors for compliance with, or alterations and additions to, the Construction Documents. Architect's review and response shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work. Submission requests which involve more work or time than is normally required for routine submissions, as mutually determined by the Parties, may be the subject of additional compensation as Additional Services.

8.13 <u>Rejection of Work</u>. Architect shall promptly reject, as discussed with District, work or materials which do not conform to the Construction Documents. Architect shall

immediately notify the District and contractor(s) of such rejections. Architect shall also have the authority to recommend to the District that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed.

8.14 <u>Substitutions</u>. Architect shall consult with District, in a timely manner, with regard to substitution of materials, equipment and laboratory reports thereof, prior to the District's final written approval of such substitutions. Architect's consultation shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work. Substitution requests which involve more work or time than is normally required for routine substitutions, as mutually determined by the Parties, may be the subject of additional compensation as Additional Services.

8.15 <u>**Revised Documents and Drawings**</u>. Architect shall prepare, at no additional expense to District, all documents and/or drawings made necessary by errors and omissions in the originally approved Construction Documents.

8.16 Change Requests and Material Changes. Architect shall evaluate and advise District, in a timely manner and in writing, of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. Architect shall provide the District with its opinion as to whether such change requests should be approved, denied or revised. If the District has not hired a construction manager or other person to do so, the Architect shall prepare and execute all change orders and submit them to the District for authorization. If the District has designated a construction manager or other person to prepare all change orders, the Architect shall review all change orders prepared by such person, execute them and deliver them to the District for authorization if they meet with the Architect's approval, or submit them to the District with recommendations for revision or denial if necessary. Architect shall not order contractors to make any changes affecting the contract price without approval by District of such a written change order, pursuant to the terms of the Construction Documents. Architect may order, on its own responsibility and pending the District's Governing Board approval, changes necessary to meet construction emergencies, if written approval of District's Representative is first secured. Architect may also authorize minor changes in the work, pending District's approval, so long as such changes are not inconsistent with the intent of the Construction Documents and do not involve an adjustment in the contract sum or an extension of the contract time.

8.17 <u>Applications for Payment</u>. Architect shall examine, verify and approve contractor's applications for payment, and shall issue certificates for payment in amounts approved by the Project Inspector of Record or the District's Representative, based on the Architect's observations at the site. The issuance of a certificate for payment shall not be a representation that the Architect has: (1) made exhaustive or continuous onsite inspections of the work for which payment is sought; (2) reviewed construction means, methods, techniques, sequences or procedures for the work for which payment is sought; (3) ascertained how and for what purpose the contractor has used money previously paid; or (4) certified that the work for which payment is sought is without defects.

8.18 <u>Final Color and Product Selection</u>. Architect shall coordinate final color and product selection with District's original design concept.

8.19 <u>Substantial Completion</u>. Architect shall determine the date of substantial completion, in consultation with the District.

8.20 <u>Punch List</u>. After determining that the Project is substantially complete, Architect shall participate in the inspection by the IOR of the Project and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project, including those identified on the punch list prepared by the contractor ("Punch List Items"). Architect shall notify contractor in writing that all Punch List Items must be corrected prior to final acceptance of the Project and final payment. Architect shall also notify District of all Punch List Items.

8.21 <u>Warranties</u>. Architect shall review materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners' manuals, instruction books, diagrams, record "as built" drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. Architect shall coordinate and provide these materials to the District.

8.22 <u>Certificate of Completion</u>. Architect shall participate in any further inspections of the Project necessary to issue Architect's Certificate of Completion and final certificate for payment.

8.23 **Documents for Project Close-Out**. Architect shall cause all other architects, engineers and other consultants, as may be hired by Architect, to file any and all required documentation with the District or other governmental authorities necessary to close out the Project. Architect shall assist the District in obtaining such documentation from all other architects, engineers, or other consultants.

# 9. <u>RECORD DRAWINGS</u>.

During the record drawings phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

9.1 <u>Record Drawings and Specifications</u>. Not later than thirty (30) days after substantial completion of the Project, before receipt of final payment, Architect shall review and forward the Final Working Drawings and Specifications, indicating on them all changes made by change orders or otherwise pursuant to the Construction Documents, as well as all information called for on the specifications, thus producing an "record" set of Final Working Drawings and Specifications ("Record Drawings and Specifications"). The Record Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project. Architect shall personally review and certify that the Record Drawings and Specifications are a correct representation of the information supplied to Architect by the Inspector of Record and the contractor and shall obtain certifications from the Inspector of Record and the drawings are correct.

EXHIBIT "A"

9.2 <u>Approval</u>. Once District provides Architect with specific written approval of the Record Drawings and Specifications, Architect shall forward to District the complete set of original Record Drawings and Specifications or a complete set of reproducible duplicate Record Drawings and Specifications. The tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

9.3 **Documents for Final Payment**. Prior to the receipt of Architect's final payment, Architect shall forward to District all of the following: (1) one clear and legible set of reproductions of the computations; (2) the original copy of the specifications; (3) the Record Drawings and Specifications as required herein; (4) the final verified progress report required pursuant to Title 24 of the California Code of Regulations; and (5) Architect's Certificate of Completion.

# 10. WARRANTY PERIOD.

During the warranty period phase of the Project, Architect shall do all the following, as well as any incidental services thereto:

10.1 <u>Advice</u>. Architect shall provide advice to District on apparent deficiencies in the Project during any applicable warranty periods for the Project.

[Remainder of page left blank]

#### EXHIBIT "B"

#### FEE AND PHASING/FUNDING SCHEDULES

#### 1. <u>Fee Schedule</u>.

The Architect's Total Compensation is a **not-to-exceed fee of \$111,247.00** ("Total Compensation") for the Project. This fee amount includes reimbursable costs of \$1,000.00 for Smythe Elementary School and \$6,947.00 for La Mirada Elementary School for a total of \$7,947.00 and is split between school campuses, as follows:

Fee Schedule Breakdown

La Mirada Elementary School:	\$27,497.00
Smythe Elementary School:	<u>\$83,750.00</u>
Totals:	\$111,247.00

Note: Invoices will be provided to the District as separate invoices per school campus.

#### 2. <u>Phasing/Funding Schedule</u>.

Progress payments towards Total Compensation shall never exceed the following percentages of Total Compensation as of the phase indicated:

Initial Planning Phase	00 percent (00%)
Schematic Design Phase	20 percent (20%)
Design Development Phase	00 percent (00%)
Construction Documents and Agency Approval Phase	55 percent (55%)
Bid Phase	05 percent (05%)
Construction Administration Phase	20 percent (20%)

Total Compensation

(100%)

#### EXHIBIT "C"

#### **COMPENSATION RATES AND REIMBURSABLE EXPENSES**

#### 1. Hourly Compensation Rates.

	HOURLY RATES
Principal Architect	\$215.00
Project Architect / Associate Architect	\$180.00
Project Manager	\$170.00
Job Captain	\$145.00
Draftsperson	\$130.00
Admin Support (clerical)	\$85.00

These are the current hourly rates effective 01-01-2025 through 12-31-2025. Increases in the above hourly rates shall be made only by an authorized amendment to this Agreement.

#### 2. <u>Reimbursable Expenses</u>.

Not to exceed \$7,947.00 (\$1,000.00 for Smythe Elementary School, and \$6,947.00 for La Mirada Elementary School) for DSA fee, scanning, printing, reproduction costs, photographs, government documents, special postage and delivery fees. No other reimbursable expenses shall be incurred and submitted without prior approval from the District. Mileage – no mileage costs within San Diego County.

#### 3. <u>Additional Services</u>.

Additional Services shall be computed at the actual hourly rates described above.

#### 4. <u>Additional Consultants</u>.

If District requires Architect to hire consultants to perform any Additional Services, Architect shall be compensated therefore at the consultant's actual hourly rates plus **Five percent** (5%). District shall have the authority to review and approve the rates of any such consultants.

#### EXHIBIT "D"

### **CONTRACTOR FINGERPRINTING REQUIREMENTS**

### Architect Certification

With respect to the Agreement dated <u>February 7, 2025</u> by and between the **San Ysidro School District** ("District") and **LORD ARCHITECTURE, INC.** ("Architect") for the provision of architectural services, Architect hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative

01/22/2025

Date

### **Architect Exemption**

Pursuant to Education Code section 45122.1, the **San Ysidro School District** ("District") has determined that **LORD ARCHITECTURE, INC.** ("Architect") is exempt from the criminal background check certification requirements for the service Agreement dated <u>February 7, 2025</u>, by and between the District and Architect ("Agreement") because:

The Architect's employees will have limited contact with District students during the course of the Agreement; or

□ Emergency or exceptional circumstances exist.

**District Official** 

Date

#### **Architect's Consultant Certification**

The **San Ysidro School District** ("District") entered into an agreement for architectural services with **LORD ARCHITECTURE, INC.** ("Architect") on or about <u>February 7, 2025</u> ("Agreement"). This certification is submitted by <u>Kathy Lord</u>, a consultant to the Architect for purposes of that Agreement ("Consultant"). Consultant hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

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Consultant's Representative

01/22/2025

Date

### **Architect's Consultant Exemption**

The **San Ysidro School District** ("District") entered into an agreement for architectural services with **LORD ARCHITECTURE**, **INC.** ("Architect") on or about <u>February 7, 2025</u> ("Agreement"). Pursuant to Education Code section 45122.1, the District has determined that <u>Kathy Lord</u>, a consultant to the Architect for purposes of that Agreement ("Consultant"), is exempt from the criminal background check certification requirements for the Agreement because:

The Consultant's employees will have limited contact with District students during the course of the Agreement; or

□ Emergency or exceptional circumstances exist.

**District Official** 

Date

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

VIA: Gina A. Potter, Ed.D. Superintendent BOARD MEETING DATE: February 6, 2025

**FROM:** Jose F. Iniguez, Ed.D. Assistant Superintendent of Admin. Leadership, School Support & Safety

## AGENDA ITEM: AGREEMENT WITH LORD ARCHITECTURE, INC. FOR DESIGN SERVICES ON THE CDC CONSOLIDATION PROJECT AT LA MIRADA ELEMENTARY SCHOOL

## **BACKGROUND INFORMATION:**

The existing CDC Preschool program is being relocated to the La Mirada Elementary School campus. Planning, design, and construction services are necessary for this move to occur.

If approved, these design services are expected to start on February 7, 2025, with Pro ject completion by 2027.

Staff is requesting approval of this Agreement with Lord Architecture, Inc. for Architectural Services for the CDC Consolidation Project at La Mirada Elementary School.

## **RECOMMENDATION:**

Approve the agreement with Lord Architecture, Inc. to provide Architectural Services for the CDC Consolidation Project at La Mirada Elementary School in the amount of \$1,204,500.00 with an additional Owner-controlled contingency of \$36,000.00 for a total of \$1,240,500.00 from the General Obligation Bond Measure T funds.

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

Goal 7.0 - Provide sufficient, safe, well-maintained, and visually appealing facilities that create an environment for improving student achievement.

Renewal	🛛 New	🗌 Amendment 🔄 Ratify 📄 Other	
Financial Implications?		Are funds for this item available in the 2024-2025 Budget?	Requisition #
🛛 Yes	🗌 No	$\square$ Yes $\square$ No $\square$ N/A	
\$1,240,5 (Amo		MEASURE T, G.O. BOND FUNDS (2139) (Name of funding source and/or location)	
Recomme	ended for:	Approval Denial Certification Requested Y	Ves 🗌 No

### SAN YSIDRO SCHOOL DISTRICT AGREEMENT FOR ARCHITECTURAL SERVICES

## CDC CONSOLIDATION PROJECT AT LA MIRADA ELEMENTARY SCHOOL

## 1. **Parties and Date**

This Agreement is made and entered into this <u>7th</u> day of <u>February</u> 2025, by and between the **SAN YSIDRO SCHOOL DISTRICT**, a public school district organized under the laws of the State of California with its principal place of business at **4350 Otay Mesa Road**, **San Ysidro**, **California 92173** ("District") and **LORD ARCHITECTURE**, **INC.**, **11650 Iberia Place**, **Suite 210**, **San Diego**, **CA 92128-2455** ("Architect"). District and Architect are sometimes individually referred to as a "Party" and collectively as "Parties" in this Agreement.

## 2. <u>Recitals</u>

2.1 The District is a public agency school district organized under the laws of the State of California, with power to contract for the services provided for herein.

2.2 The District intends to complete a Child Development Center Modernization, Administration Additions, and a new UTK Classroom Building in the District to be known as the CDC CONSOLIDATION PROJECT at La Mirada Elementary School ("Project"), located at: 222 Avenida De La Madrid, San Ysidro, CA.

2.3 District requires the services of a duly qualified and licensed architect to perform the services required by this Agreement. Architect represents that it is aware of the District's plans with respect to the Project.

2.4 Architect warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Architect is a corporation or other organization, the Project Architect designated pursuant to Section 3.2 herein, and not the Architect itself, shall be fully licensed to practice as an architect in the State of California.

2.5 The District desires to engage Architect to render the services for the Project as provided hereunder.

## 3. <u>Terms</u>

3.1 <u>Employment of Architect</u>. Architect promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as the "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits

attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Architect shall be subject to the sole and discretionary approval of the District, which approval shall not be unreasonably withheld.

3.2 **Project Architect; Key Personnel.** Architect shall name a specific individual to act as Project Architect, subject to the approval of District. Architect hereby designates **Katherine I. Lord,** (License No. **C-14478**) to act as the Project Architect for the Project. The Project Architect shall: (1) maintain oversight of the Project at all times; (2) have full authority to represent and act on behalf of the Architect for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with District and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Architect shall be subject to the District's prior written approval, which approval shall not be unreasonably withheld. The new Project Architect shall be of at least equal competence as the prior Project Architect. In the event that District and Architect cannot agree as to the substitution of a new Project Architect, District shall be entitled to terminate this Agreement without any further liability to the Architect.

In addition to the Project Architect, Architect has represented to the District that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Architect may substitute others of at least equal competence upon written approval of the District. In the event that District and Architect cannot agree as to the substitution of key personnel, engineers or consultants, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers or consultants who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Architect at the request of the District.

## 3.3 Hiring of Consultants and Personnel.

3.3.1 <u>Right to Hire or Employ</u>. Architect shall have the option, unless District objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Architect may delegate without relieving Architect from administrative or other responsibility under this Agreement. Architect shall be responsible for the coordination and cooperation of Architect's architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by District in its sole and reasonable discretion. Architect shall notify District of the identity of all consultants at least fourteen (14) days prior to their consent to their participation on the Project if deemed necessary by District in its sole and reasonable discretion.

3.3.2 **<u>Qualification and License</u>**. All architects, engineers, experts and other consultants retained by Architect in performance of this Agreement shall be qualified to perform the Services assigned to them and shall be licensed to practice in their respective professions, where required by law.

3.3.3 <u>Standards and Insurance</u>. All architects, engineers, experts and other consultants hired by Architect shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the District in writing. Unless changes are approved in writing by the District, Architect's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 <u>Assignments or Staff Changes</u>. Architect shall promptly obtain written District approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Architect's consultants and key personnel shall be subject to approval by District.

3.3.5 **<u>Draftsman and Clerical Support</u>**. Draftsmen and clerical personnel shall be retained by Architect at Architect's sole expense.

## 3.4 **Standard of Care; Performance of Employees**.

3.4.1 Standard of Care. Architect shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be fully responsible to District for any damages to District and delays to the Project as specified in the indemnification provision of this Agreement to the extent caused by the Architect. Architect represents and maintains that it is skilled in the professional calling necessary to perform the Services. Architect warrants that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Architect represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Architect shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Architect's failure to comply with the standard of care provided for herein.

3.4.2 <u>Performance of Employees</u>. Any employee or consultant who is reasonably determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the District,

shall be promptly removed from the Project by the Architect and shall not be re-employed to perform any of the Services or to work on the Project.

## 3.5 Laws and Regulations.

3.5.1 <u>Knowledge and Compliance</u>. Architect shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project and shall give all notices required of the Architect by law. Architect shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If the Architect performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Architect shall be solely responsible for all costs arising therefrom. Architect shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 **Drawings and Specifications**. Architect shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including, but not limited to, the California Building Code, the California Education Code, Titles 19, 21 and 24 of the California Code of Regulations, and any requirements of the Division of State Architect (including structural safety, fire/life safety and access compliance section), the State Department of Education and the California Department of General Services, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time, which were not known or reasonably should not have been known, by Architect, may be compensated as Additional Services. Architect shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Architect shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Architect and District.

3.5.3 <u>Americans with Disabilities Act</u>. Architect will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Architect shall inform District of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law and shall provide District with its interpretation of such inconsistencies and conflicting interpretations. Unless Architect brings such inconsistencies and conflicting interpretation of such inconsistencies and conflicting interpretations of such inconsistencies and conflicting interpretation of such inconsistencies and conflicting interpretations of such inconsistencies and conflicting interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Architect, and the Architect shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. In the event that the Architect brings such

inconsistencies and conflicting interpretations to the attention of District, seeks direction from the District and requests District's direction on how to proceed, with respect to any inconsistent and/or conflicting interpretation, the Architect shall be responsible to the District pursuant to the indemnification provision of this Agreement. District acknowledges that the requirements of the federal and state accessibility laws are subject to various and possibly contradictory interpretations, and that the Architect cannot warrant or guarantee that its interpretation will be correct and will be entitled to proceed in accordance with the District's direction. Architect shall at all times adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretations.

3.5.4 <u>Permits, Approvals and Authorizations</u>. Architect shall provide District with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Architect shall then assist the District in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the District.

3.6 **Independent Contractor**. District retains Architect on an independent contractor basis and Architect is not an employee of District. Architect is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to District's employees. Any additional personnel performing the Services under this Agreement on behalf of Architect shall also not be employees of District and shall at all times be under Architect's exclusive direction and control. Architect shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Architect shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

## 3.7 <u>Schedule of Services</u>.

3.7.1 <u>Timely Performance Standard</u>. Architect shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Architect shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the District and within any completion schedules adopted for the Project. Architect agrees to coordinate with District's staff, contractors and consultants in the performance of the Services, and shall be available to District's staff, contractors and consultants at all reasonable times.

3.7.2 <u>Performance Schedule</u>. Architect shall prepare an estimated time schedule for the performance of Architect's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the District's review and approval, which approval shall not be unreasonably withheld and shall include allowances for periods of time required for District's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If District and Architect cannot mutually agree on a performance schedule, District

shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Architect, without the prior written approval of District. If the Architect's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the District will suffer damage for which the Architect will be responsible pursuant to the indemnification provision of this Agreement.

3.7.3 <u>Excusable Delays</u>. Any delays in Architect's work caused by the following shall be added to the time for completion of any obligations of Architect: (1) the actions of District or its employees; (2) the actions of those in direct contractual relationship with District; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Architect; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Architect. Neither the District nor the Architect shall be liable for damages, liquidated or otherwise, to the other on account of such excusable delays.

3.7.4 **<u>Request for Excusable Delay Credit</u>**. The Architect shall, within ten (10) calendar days of the beginning of any excusable delay, notify the District in writing of the causes of delay. District will then ascertain the facts and the extent of the delay and grant an extension of time for completing the Services when, in its sole judgment, the findings of fact justify such an extension. The District's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Architect for extensions of time shall be an extension of the performance time at no cost to the District. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Architect make an application for an extension of time, Architect shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.</u>

3.8 <u>Architect Services</u>. Architect shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.9 <u>Additional Architect Services</u>. At District's request, Architect may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted architectural practice. As used herein, "Additional Services" mean: (1) any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for the Architect to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Architect shall not perform, nor be compensated for, Additional Services without prior written authorization from District and without an agreement between the District and Architect as to the compensation to be paid for such services. District shall pay Architect for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Architect pursuant to the indemnification

provision of this Agreement. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Architect was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above.

## 3.10 **<u>District Responsibilities</u>**. District's responsibilities shall include the following:

3.10.1 **Data and Information**. District shall make available to Architect all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the District shall provide the Architect with a preliminary construction budget ("District's Preliminary Construction Budget"). As indicated in Exhibit "B" attached hereto, the District's Preliminary Construction Budget shall be used to estimate the Architect's Total Compensation for the Project, subject to change as provided in Exhibit "B" attached hereto.

3.10.2 <u>Project Survey</u>. If required pursuant to the scope of the Project and if requested by Architect, District shall furnish Architect with, or direct Architect to procure at District's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.10.3 <u>Inspector of Record</u>. Appoint and pay, upon mutual agreement with Architect, an Inspector of Record as provided by state law. The Inspector of Record shall be qualified and approved by Architect and by the Division of State Architect, shall be under direction of the Architect, and shall be responsible to, and act in accordance with, the policies of District. The Inspector of Record shall be compensated by the District and shall be under direct contract with the District. The construction administration by Architect and its engineers or other consultants shall complement the continuous personal supervision of the Inspector of Record.

3.10.4 <u>**Bid Phase</u>**. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.</u>

3.10.5 <u>Testing</u>. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.10.6 <u>**Required Inspections and Tests**</u>. Retain consultant(s) to conduct materials testing and inspection, as required by Title 21 of the California Code of Regulations, or to conduct any other environmental or hazardous materials testing and inspection pursuant to any other applicable laws, rules or regulations.

3.10.7 <u>Fees of Reviewing or Licensing Agencies</u>. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.10.8 <u>District's Representative</u>. Designate a person to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall be authorized to act as liaison between Architect and District in the administration of this Agreement and the Construction Documents and shall have the power to act on behalf of the District for all purposes under this Agreement. Such person shall assist Architect in observing construction of the Project and participating in the preparation of the Punch List Items required by Exhibit "A" attached hereto. District may designate new and/or different individuals to act as District's Representative from time to time. The District's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services, as provided in the excusable delay provisions of this Agreement above.

3.10.9 <u>Review and Approved Documents</u>. Review all documents submitted by Architect, including change orders and other matters requiring approval by the District's Governing Board or other officials. District shall advise Architect of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

## 3.11 Compensation.

3.11.1 <u>Architect's Compensation for Basic Services</u>. Subject to adjustment under Exhibit "B" attached hereto, District shall pay to Architect, for the performance of all Services rendered under this Agreement, the total amount of **One Million, Two Hundred Four Thousand Five Hundred Dollars and zero Cents (\$1,204,500.00)** ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement pursuant to Exhibits "A" and "B" attached hereto, shall constitute complete and adequate payment for the Services provided under this Agreement.

3.11.2 **Payment for Additional Services**. Additional Services may be authorized pursuant to the applicable provisions of this Agreement. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. Architect shall be paid for Additional Services, as defined by this Agreement, so long as they have been approved in advance by the District. If District requires Architect to hire consultants to perform any Additional Services, Architect shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. District shall have the authority to review and approve the rates of any such consultants. In addition, Architect shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.11.3.

3.11.3 <u>Reimbursable Expenses</u>. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Architect shall not be reimbursed for any expenses unless authorized in writing by the District, which approval may be evidenced by inclusion in Exhibit "C" attached hereto and incorporated herein by reference. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Architect in the interest of the Project. Architect shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of \$0; and (5) other costs, fees and expenses in excess of \$0.

3.11.4 Payment to Architect. Architect's compensation and reimbursable expenses shall be paid by District to Architect no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "C" attached hereto and incorporated herein by reference. In order to receive payment, Architect shall present to District an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Architect shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Architect shall present to District an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Architect shall be compensated as set forth in the termination provision herein.

3.11.5 Withholding Payment to Architect. The District may withhold payment, in whole or in part, to the extent reasonably necessary to protect the District from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct protected under the indemnification provisions of this Agreement. Failure by District to deduct any sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the District, incurred by the District for which Architect is liable under the Agreement or state law. Payments to the Architect for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Architect shall not be withheld, postponed, or made contingent upon receipt by the District of offsetting reimbursement or credit from parties not within the Architect's reasonable control.

3.11.6 **Prevailing Wages**. Architect is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Architect agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. District shall provide Architect with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Architect shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Architect's principal place of business and at the Project site. Architect shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Architect or its consultants to comply with the Prevailing Wage Laws.

3.11.7 **DIR Registration**. If any portion of the services provided by Architect are classified as "public works" under the Labor Code, then in addition to the foregoing, pursuant to Code sections 1725.5 the Architect and all applicable Labor and 1771.1. subcontractors/subconsultants must be registered with the Department of Industrial Relations ("DIR"). Architect and all such subcontractors/subconsultants shall maintain registration for the duration of the project and require the same of any other subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Architect's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of certified payroll records directly to the DIR.

3.12 **Notice to Proceed**. Architect shall not proceed with performance of any Services under this Agreement unless and until the District provides a written notice to proceed.

## 3.13 <u>Termination, Suspension and Abandonment</u>.

3.13.1 **District's Termination for Convenience**. District hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Architect shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by District as a result of the default, if any, by Architect. Upon the District's request and authorization, Architect shall perform any and all additional Services necessary to wind up the work performed to the date of suspension, abandonment or termination. Architect hereby expressly waives any and all claims for damages or compensation arising under this Section, except as set forth herein, in the event of such suspension, abandonment or termination.

3.13.2 <u>Architect's Termination for Cause</u> This Agreement may be terminated by the Architect upon fourteen (14) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Architect shall be compensated for services performed after termination, together with compensation for such Additional Services performed after termination. Upon the District's request and authorization, Architect shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

3.13.3 <u>District's Suspension of Work</u>. If Architect's Services are suspended by District, District may require Architect to resume such Services within ninety (90) days after written notice from District. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the District and Architect.

3.13.4 **Documents and Other Data**. Within seven (7) calendar days following suspension, abandonment or termination of this Agreement, Architect shall provide to District all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which District would have been entitled at the completion of Architect's Services under this Agreement. Upon payment of the amount required to be paid to Architect pursuant to the termination provisions of this Agreement, District shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Architect under this Agreement. In the event of a dispute regarding the amount of compensation to which the Architect is entitled under the termination provisions of this Agreement, Architect shall provide all Project Documents to District upon payment of the undisputed amount. Architect shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. Architect shall make such documents available to District without additional compensation other than as may be approved as a reimbursable expense.

3.13.5 <u>Employment of Other Architects</u>. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

## 3.14 **Ownership and Use of Documents; Confidentiality**.

3.14.1 **Ownership**. Pursuant to California Education Code section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of District. Although the official copyright in all Project Documents shall remain with the Architect or other applicable subcontractors or consultant, the Project Documents shall be the property of District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Architect shall provide to District copies of all Project Documents required by District. In addition, Architect shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project and shall make copies available to District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Architect shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.14.2 <u>**Right to Use**</u>. Architect grants to District the right to use and reuse all or part of the Project Documents, at District's sole discretion and with no additional compensation to Architect, for the following purposes:

(A) The construction of all or part of this Project.

(B) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time.

(C) The construction of another project by or on behalf of the District for its ownership and use.

District is not bound by this Agreement to employ the services of Architect in the event such documents are used or reused for these purposes. District shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Architect or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit District's right to recover for latent defects or for errors or omissions of the Architect.

Any use or reuse by District of the Project Documents on any project other than this Project without employing the services of Architect shall be at District's own risk with respect to third parties. If District uses or reuses the Project Documents on any project other than this Project, it shall remove the Architect's seal from the Project Documents and hold harmless Architect and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

Architect shall not be responsible or liable for any revisions to the Project Documents made by any party other than the Architect, a party for which the Architect is legally responsible or liable, or anyone approved by the Architect.

3.14.3 <u>License</u>. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Architect shall require any and all subcontractors and consultants to agree in writing that District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.14.4 <u>**Right to License**</u>. Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Architect prepares or causes to be prepared pursuant to this Agreement. Architect shall indemnify and hold District harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Architect and provided to Architect by District.

3.14.5 <u>Confidentiality</u>. All Project Documents, either created by or provided to Architect in connection with the performance of this Agreement, shall be held confidential by Architect to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of District, be used or reproduced by Architect for any purposes other than the performance of the Services. Architect shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Architect which is otherwise known to Architect or is generally known, or has become known, to the related industry shall be deemed confidential. Architect shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of District.

3.15 <u>Indemnification</u>. To the maximum extent permitted by law, Architect shall defend, indemnify and hold District, its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to the negligence, recklessness, or willful misconduct of Architect, its officials, officers, employees, subcontractors, consultants or agents in the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and reasonable attorney's fees, expert witness fees and other related costs and expenses of defense. Architect shall defend, with counsel of District's choosing and at Architect's own cost, expense and risk, any and all such aforesaid suits, actions or other

legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees and agents. Architect shall pay and satisfy any judgment, award or decree that may be rendered against District, its directors, officials, officers, employees and agents in any such suits, actions or other legal proceedings. Architect shall also reimburse District for the cost of any settlement paid by District arising out of any such claims, demands, causes of action, costs, expenses, liabilities, loses, damages, injuries, suits, actions, or other legal proceedings. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Architect shall reimburse District, its directors, officials, officers, employees and agents for any and all legal expenses and costs, including expert witness fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Architect's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees and agents.

### 3.16 Insurance.

3.16.1 <u>Time for Compliance</u>. Architect shall not commence Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In the event Architect fails to provide or maintain all required insurance, District may, in its sole discretion, obtain such insurance and deduct the amount therefor from the Total Compensation.

3.16.2 <u>Minimum Requirements</u>. Architect shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Architect, its officials, officers, agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; (4) *Professional Liability:* Coverage which is appropriate to the Architect 's profession, or that of its consultants or subcontractors; and (5) *Sexual Abuse and Molestation Liability;* as required by the State of California.

(B) <u>Minimum Limits of Insurance</u>. Coverages shall provide limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; (3) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily

injury or disease; (4) *Professional Liability:* Not less than \$1,000,000 per claim; and (5) *Sexual Abuse and Molestation Liability:* Not less than \$1,000,000 per claim.

3.16.3 <u>Professional Liability</u>. Architect and its consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

3.16.4 <u>Insurance Endorsements</u>. The insurance policies shall contain the following provisions, or Architect shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) <u>General Liability</u>. The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the performance of the Agreement by the Architect, its officials, officers, agents, representatives, employees or subcontractors, including materials, parts or equipment furnished in connection with such services; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of the Architect's insurance and shall not be called upon to contribute with it in any way.

(B) <u>Automobile Liability</u>. The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Architect or for which the Architect is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of the Architect's insurance and shall not be called upon to contribute with it in any way.

(C) <u>Workers' Compensation and Employers Liability Coverage</u>. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Architect.

(D) <u>Sexual Abuse and Molestation Liability Coverage.</u> This insurance shall be endorsed to include contractual liability.

(E) <u>All Coverages</u>. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has

been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees and agents.

3.16.5 <u>Separation of Insureds; No Special Limitations</u>. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

3.16.6 <u>Deductibles and Self-Insurance Retentions</u>. Any deductibles or selfinsured retentions must be declared to and approved by the District. Architect shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees and agents; or (B) the Architect shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.16.7 <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VIII, licensed to do business in California, and satisfactory to the District.

3.16.8 <u>Verification of Coverage</u>. Architect shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District, if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.16.9 <u>Subcontractor and Consultant Insurance Requirements</u>. Architect shall not allow any of its architects, engineers, experts or other consultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. If requested by Architect, District may approve different scopes or minimum limits of insurance for particular architects, engineers, experts or other consultants. Unless otherwise approved by the District, the architects, engineers, experts and other consultants shall comply with each and every provision of this Section.

3.17 <u>**Records**</u>. Architect shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Architect shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Architect shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.18 <u>Standardized Manufactured Items</u>. Architect shall cooperate and consult with District in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to District's criteria to the extent such criteria do not interfere with building design.

3.19 **Limitation of Agreement**. This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other District site, will be covered by, and be the subject of, a separate Agreement for architectural services between District and the architect chosen therefor by District.

3.20 <u>Mediation</u>. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.

3.21 <u>Successors and Assigns</u>. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Architect shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

3.22 <u>Asbestos Certification</u>. Architect shall certify to District, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Architect prepares for the Project. Architect shall require all consultants who prepare any other documents for the Project to submit the same written certification. Architect shall also assist the District in ensuring that contractors provide District with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Architect shall include statements in its specifications that materials containing asbestos, or any other material deemed to be hazardous by the state or federal government are not to be included.

3.23 **Disabled Veteran Business Enterprise Certification**. If required for this Project, Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement. If Architect fails to comply with this requirement, the Agreement shall be deemed canceled.

3.24 <u>No Third-Party Rights</u>. This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.25 <u>Governing Law</u>. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Diego County.

3.26 <u>Entire Agreement</u>. This Agreement, with its exhibits, contains the entire agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

3.27 <u>Exhibits and Recitals</u>. All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.28 <u>Severability</u>. Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.29 <u>Non-Waiver</u>. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

3.30 <u>Safety</u>. Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.31 <u>Delivery of Notices</u>. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

#### **DISTRICT:**

San Ysidro School District 4350 Otay Mesa Road San Ysidro, California 92173 Attn: Jose. F. Iniguez, Ed.D. Assistant Superintendent of Admin Leadership, School Support and Safety jose.iniguez@sysdschools.org

## **ARCHITECT:**

Lord Architecture, Inc. 11650 Iberia Place, Suite 210 San Diego, CA 92128-2455 Attn.: Kathy Lord <u>klord@lordarchitecture.com</u>

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

## 3.32 [Reserved]

3.33 <u>**Time of Essence**</u>. Time is of the essence for each and every provision of this Agreement.

3.34 <u>District's Right to Employ Other Consultants</u>. District reserves right to employ other consultants, including Architects, in connection with this Project or other projects.

## 3.35 **<u>Prohibited Interests</u>**.

3.35.1 <u>Solicitation</u>. Architect maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Architect, to solicit or secure this Agreement. Further, Architect warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Architect, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability.

3.35.2 <u>Conflict of Interest</u>. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.36 <u>Equal Opportunity Employment</u>. Architect represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Architect shall also comply with all relevant provisions of District's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.37 <u>Labor Certification</u>. By its signature hereunder, Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.38 **<u>Fingerprinting Requirements</u>**. Unless exempted, Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. To this end, the Architect and its consultants must provide for the completion of the certification form attached hereto as Exhibit "D" and incorporated herein by reference prior to any of the Architect's employees, or those of any other consultants, coming into contact with the District's pupils.

3.39 <u>Subcontracting</u>. As specified in this Agreement, Architect shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.40 **<u>Supplemental Conditions</u>**. Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

[Remainder of page left blank]

3.41 <u>Authority to Execute</u>. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

### SAN YSIDRO SCHOOL DISTRICT

By:

Name: <u>Marilyn Adrianzen</u> Title: <u>Chief Business Official</u> Date:

Board approved:

Attest:

[INSERT TITLE]

## LORD ARCHITECTURE, INC.

By:

Name: <u>Katherine I. Lord, AIA, LEED AP</u> Title: <u>Principal</u>

Attest: Principal

Date: 01/23/25

### EXHIBIT "A"

## ARCHITECT'S SCOPE OF SERVICES

### PROJECT TITLE: CDC CONSOLIDATION PROJECT at La Mirada Elementary School

### **PROJECT DESCRIPTION:**

At La Mirada Elementary School:

- Remodel of an existing 8,000 SF Classroom Building (#400) from eight (8) elementary classrooms to six (6) UTK Classrooms and all support facilities required.
- Remodel the south end of existing Building #300 to construct two (2) additional classrooms in lieu of some of the Administration spaces.
- One (1) new permanent modular Administration Building of 5,680 SF with a breezeway to accommodate the Administration of the CDC program and La Mirada Elementary School.
- Two (2) new Pre-K Classroom buildings using modular construction of approximately 3,000 SF each along with all required support facilities.
- Expansion and remodel of the existing parking lots to maximize the site parking available.
- New parking lot(s) to accommodate parking expansion needs of adding the CDC program.
- Design of two (2) shade shelters on campus.

## 1. **<u>GENERAL REQUIREMENTS</u>**.

1.1 <u>Basic Services</u>. Architect agrees to perform all the necessary professional architectural, landscape architectural, engineering (e.g. civil, mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein.

1.2 <u>Exclusions from Basic Services</u>. The following services shall be excluded from the basic services listed above: full-time on-site inspection, site survey and construction control benchmarks, wetlands investigation or biological assessment, subsurface exploration and excavations for verification of existing utilities, traffic study, and permit and plan check fees assessed by permit authorities (DSA, CV Fire Dept, Health Dept.)

1.3 <u>Additional Services</u>. None except as set forth in an Amendment executed by the Parties to specifically assign Architect one or more components of the Project.

The Architect shall perform the following additional services under this Agreement only if said services are authorized in advance in writing by the District. Said additional services shall be compensated in accordance with schedule in Exhibit "C".

A. Supervision of repair of damage to the Project not resulting from fault of the Architect.

B. The selection by Architect, at the District's request, of movable furniture, equipment, or articles which are not included in the construction contract.

C. The preparation of measured drawings of pre-existing structures as authorized by the District.

D. The additional services caused by the delinquency or insolvency of the contractor.

E. If directed or requested by the District, the employment of special consultants, the preparation of special delineation of models, and overtime work by the Architect's employees, except as otherwise required by this contract.

F. Providing contract administration services after the construction contract time has been exceeded through no fault of the Architect where it is determined that the fault is that of the contractor and liquidated damages are collected therefor.

1.4 <u>Cooperation and Communication with District</u>. Architect shall cooperate and participate in consultations and conferences with District, District's consultants, authorized representatives of District, and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the District. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor's warranty period. Architect shall take direction only from the District's Representative, or any other representative specifically designated by the District for this Project, including any construction manager hired by the District.

1.5 <u>Coordination and Cooperation with Construction Manager</u>. The District may hire a construction manager to administer and coordinate all or any part of the Project on its behalf. If the District does so, it shall provide a copy of its agreement with the construction manager so that the Architect will be fully aware of the duties and responsibilities of the construction manager. The Architect shall cooperate with the construction manager and respond to any requests or directives authorized by the District to be made or given by the construction manager. The Architect shall request clarification from the District in writing if the Architect should have any questions regarding the authority of the construction manager.

1.6 <u>Cost Estimates</u>: In conjunction with the other duties described herein, the Architect shall continuously monitor construction costs and provide one (1) cost estimate at the completion of the final working drawings and specifications phase when design revisions or market conditions result in a potential change to the previously provided estimate. These estimates

should include a breakdown of the work elements as well as contingencies in an amount that corresponds to the level of design completion.

## 2. <u>INITIAL PLANNING PHASE</u>.

During the initial planning phase of the Project, Architect shall do all the following, as well as any incidental services thereto:

2.1 <u>Educational Programming</u>. Assist District in the preparation of educational programming for the Project to define the scope, size, space relationship and site development.

2.2 **Project Feasibility**. Provide advice and assistance to District in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters, including, but not limited to, developing a building program identifying and confirming the facility functions, square footage requirements, adjacency relationships, flow diagrams and equipment needs (including a preliminary construction cost estimate based on area costs). Existing equipment needs, data and inventory to be provided by the District.

2.3 <u>Meeting Budget and Project Goals</u>. Architect shall notify District in writing of potential complications, cost overruns, unusual conditions, and general needs that potentially impact the Project budget and timeline, including the District's Preliminary Construction Budget. Architect shall use its best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution within the Project's budget and construction allowance. It shall be the duty of the Architect to suggest alternatives to District which would reduce costs and to design the Project within budget and State Allocation Board cost standards, if any. As discussed below in Section 7 of this Exhibit, if the lowest responsive and responsible bid for the Project exceeds the budget by the stated percentage amount, Architect may be required to make the necessary changes in the drawing and specifications, at its sole cost and expense, to bring the bids within the required budget.

2.4 <u>Permits, Approvals and Authorizations</u>. As indicated in Section 3.5.4, Architect shall assist District in securing easements, encroachment permits, rights of way, dedications, infrastructures and road improvements, as well as coordinating with utilities and adjacent property owners.

## 3. <u>SCHEMATIC PLAN PHASE</u>.

During the schematic plan phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

3.1 <u>Approval and Revisions</u>. District shall review, study, and check the work product developed during the Initial Planning Phase and presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect

shall make all District requested changes, additions, deletions, and corrections in such work product at no additional cost, so long as they are not inconsistent with earlier District direction.

3.2 **Funding Documents**. If applicable, Architect shall provide a site plan and all other Project-related information necessary and required for an application by District to any federal, state, regional, or local agencies for funds to finance the construction Project.

3.3 Schematic Plans. In cooperation with District, Architect shall prepare the conceptual design of the Project, illustrating the scale and relationship of the Project components ("Schematic Plans"). The Schematic Plans shall include a conceptual site plan, if appropriate, and preliminary plans and studies, sections, elevations, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project, the plot plan development at the site, and the proposed architectural concept of the buildings. Architect shall incorporate the educational programs and the functional requirements of District into the Schematic Plans. At the Architect's option, the Schematic Plans may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Schematic Plans shall meet all laws, rules and regulations of the State of California, including but not limited to, the regulations of the State Department of Education (5 Cal. Code Regs. § 14000 et seq.) or the Office of Public School Construction ("OPSC"), as well as any guidelines implemented by the State Department of Education. All Schematic Plans shall be prepared in a form which may be submitted to the State Department of Education and OPSC for approval. The Schematic Plans shall show all rooms incorporated in each building of the Project in single line drawings and shall include all revisions required by District or by any federal, state, regional or local agency having jurisdiction over the Project. All architectural drawings for the Project shall be in a form suitable for reproduction.

3.4 **Preliminary Project Budget**. Architect shall use the District's Preliminary Construction Budget and its own expertise and experience with the Project to establish a preliminary project budget or allowance in a format required by District or, if applicable, by any school construction funding agency identified by District ("Architect's Preliminary Project Budget"). The purpose of the Architect's Preliminary Project Budget is to show the probable Project cost in relation to District's Preliminary Construction Budget and the construction standards of any applicable funding agency. If Architect shall disclose such conditions in writing to District immediately. As stated below in Section 7 of this Exhibit, if the lowest responsive and responsible bid for the Project exceeds the budget by more than the stated percentage amount, Architect may be required to make the necessary changes in the drawings and specifications, at its sole cost and expense, to bring the bids within the required budget Architect shall provide a preliminary written time schedule for the performance of all construction work on the Project.

3.5 <u>Copies of Schematic Plans and Other Documents</u>. Architect, at its own expense, shall provide a complete set of the Schematic Plans described herein for District's review and approval. Additionally, at District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but

not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by District shall be provided at actual cost to District.

## 4. **<u>DESIGN DEVELOPMENT PHASE</u>**.

During the design development phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

4.1 <u>Approval and Revisions</u>. District shall review, study, and check the Schematic Plans presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect shall make all District requested changes, additions, deletions, and corrections in the Schematic Plans at no additional cost, so long as they are not inconsistent with earlier District direction.

4.2 **Design Development Documents**. Once District provides Architect with specific written approval of the Schematic Plans described herein, Architect shall prepare design development documents consisting of: (1) site and floor plans; (2) elevations; (3) sections; (4) typical construction details; (5) equipment layouts; and (6) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the scope, relationships, forms, size, appearance and character of the Project's structural, mechanical and electrical systems, and to outline the Project specifications ("Design Development Documents"). The Design Development Documents shall be prepared in sufficient form to present to the District's Governing Board for approval.

4.3 <u>Copies of Design Development and Other Documents</u>. Architect, at its own expense, shall provide a complete set of the Design Development Documents described herein for District's review and approval. Additionally, at District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by District shall be provided at actual cost to District.

4.4 <u>Updated Project Budget</u>. Architect shall use its Preliminary Project Budget and expertise and experience with the Project to establish an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents as set forth herein and containing a breakdown based on types of materials and specifications identified herein ("Architect's Updated Project Budget").

4.5 <u>**Timetable**</u>. Architect shall provide a written timetable for full and adequate completion of the Project to District.

4.6 <u>Application for Approvals</u>. Architect shall assist District in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Architect shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the Project and to obtain final Project approval and acceptance by any of the above agencies as may be required.

4.7 <u>Color and Other Aesthetic Issues</u>. Architect shall provide, for District's review and approval, a preliminary schedule of all color materials and selections of textures, finishes and other matters involving an aesthetic decision about the Project.

4.8 <u>Incorporation of Post-Construction Stormwater Design Standards</u>. The Architect shall incorporate post-construction design standards into the Project as follows:

A. Basic Requirements.

As part of the basic Services provided pursuant to this Agreement, the Architect shall include in the design prepared for the Project as appropriate, the post-construction best management practices ("BMPs") necessary to ensure that the District and the contractor(s) comply with the State Water Resources Control Board (State Water Board) stormwater regulations applicable to the Project, including, but not limited to Water Quality Order No. 2003-0005-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004. The Architect shall include all costs associated with incorporating such BMPs into the design of the Project at no additional cost to the District.

B. Incorporation of Design Standards.

In order to ensure such compliance, the Architect shall incorporate the following four Design Standards as goals for the design of the Project:

- 1. Conserve Natural Areas: Conservation of existing natural areas on the Project site to the maximum extent possible.
- 2. Volume and Flow Control: Incorporation of Structural and/or Treatment BMPs to manage the volume and flow of stormwater runoff from the Project site.
- 3. Minimization of Pollutants of Concern: Use of BMPs to reduce the discharge of pollutants from the Project site as described in Section C below.

- 4. Provide Ongoing BMP Maintenance: Incorporate and describe maintenance required for BMPs in Project plans so that District can ensure that the BMPs and stormwater system are performing as designed.
- C. Specific Requirements for BMPs.

The BMPs the Architect incorporates as part of the Design Standards described above, shall be designed to minimize pollutants of concern and shall focus on mitigating the impacts caused by impervious surfaces by implementing BMPs that stress: (i) low impact design; (ii) source controls; and treatment controls. BMPs which may be used to comply with the above-described design standards may be found in U.S. EPA's Toolbox of BMPs at:

http://cfpub1.epa.gov/npdes/stormwater/swphase2.cfm?program\_id=6. The Regional Water Quality Control Board may also have lists of approved references and resources.

## 5. <u>FINAL WORKING DRAWINGS AND SPECIFICATIONS</u>.

During the final working drawings and specifications phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

5.1 <u>Approval and Revisions</u>. District shall review, study, and check the Design Development Documents presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect shall make all District requested changes, additions, deletions, and corrections in the Design Development Documents at no additional cost, so long as they are not inconsistent with earlier District direction.

Final Working Drawings and Specifications. Once District provides Architect 5.2 with specific written approval of the Design Development Documents described herein, Architect shall prepare such complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work ("Final Working Drawings and Specifications"). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and Design Development Documents approved by District. The Final Working Drawings and Specifications shall set forth in detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work. As indicated in Section 3.10.2, District may be requested to supply Architect with the necessary information to determine the proper location of all improvements on and off site, including existing record drawings ("existing record drawings") in District's possession. Architect will make a good-faith effort to verify the accuracy of such information by means of a thorough interior and exterior visual survey of site conditions. District shall also make a good-faith effort to verify the accuracy of the existing record drawings and

provide any supplemental information to Architect which may not be shown on the existing record drawings. Architect shall not be responsible for the accuracy of the existing record drawings, except to the extent that any inaccuracy should have been detected by the Architect, pursuant to its standard of care, from readily available documents and visual observations of existing conditions.

5.3 <u>Form</u>. The Final Working Drawings and Specifications must be in such form as will enable Architect and District to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. In addition, the Final Working Drawings and Specifications must be in such form as will enable District to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by Architect.

Approval and Revisions. District shall review, study, and check the Final 5.4 Working Drawings and Specifications presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Architect shall make all District-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Architect's professional judgment. Architect shall bring any such conflicts and/or inconsistencies to the attention of District. The parties agree that Architect, and not the District, possesses the requisite expertise to determine the constructability of the Final Working Drawings and Specifications. However, the District reserves the right to conduct one or more constructability review processes with the Final Working Drawings and Specifications, and to hire an independent architect or other consultant to perform such reviews. Any such independent constructability review shall be at District's expense. Architect shall make all District-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications which may result from any constructability review, at no additional cost to the District, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Architect's professional judgment. If such changes, additions, deletions or corrections are inconsistent with prior District direction, Architect shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.

5.5 <u>Costs of Construction</u>. It is understood by Architect that should the Final Working Drawings and Specifications be ordered by District, District shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of Architect's fees. Should it become evident that the total construction cost will exceed the specified sum, Architect shall at

once present a statement in writing to the District's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

5.6 <u>Copies of Final Working Drawings and Specifications and Other Documents</u>. Architect, at its own expense, shall provide a complete set of the Final Working Drawings and Specifications described herein for District's review and approval. Additionally, at District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by District shall be provided at actual cost to District.

## 6. <u>CONSTRUCTION CONTRACT DOCUMENTS</u>.

During the construction contract documents phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

6.1 <u>Bid and Contract Documents</u>. If so required by District, Architect shall assist District in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Contract Bid Forms (including Alternate Bids as requested by District), Contract, General Conditions, Supplementary General Conditions, Special Conditions, other necessary conditions of the contract, Project Manual (e.g. conditions of the contract, specifications, and, if desired by District, bidding requirements and sample forms), DVBE and other applicable affirmative action documents, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, and any other certifications and documents required by federal, state and local laws, rules and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of District and District's legal counsel.

6.2 <u>Final Estimate</u>. At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), Architect shall provide District with its final estimate of probable construction cost ("Architect's Final Estimate"). As stated above, it shall be the Architect's duty to design the Project within budget and any applicable State Allocation Board cost standards.

## 7. <u>BID PHASE</u>.

During the bid phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

7.1 **<u>Reproducible Construction Documents</u>**. Once District provides Architect with specific written approval of the Construction Documents and Architect's Final Estimate, Architect shall provide to District one set of reproducible Construction Documents.

7.2 **Distribution of Contract Documents and Review of Bids**. Architect shall assist District in distributing the Construction Documents to bidders and conducting the opening and review of bids for the Project. District will reimburse the Architect for the cost of reproducing bid sets, addenda and related delivery charges.

7.3 **Overbudget**. If the apparent lowest responsive and responsible bid on the Project exceeds the Architect's Final Estimate by more than twenty percent (20%), District may request Architect to amend, at Architect's sole cost and expense, the Final Drawings and Specifications in order to rebid the Project and receive a lowest responsive and responsible bid within ten percent (10%) above or less than the Architect's Final Estimate. All revisions necessary to bring the lowest responsible and responsive bid within the Architect's Final Estimate, including any omissions, deferrals or alternates, shall be made in consultation with, and subject to the approval of, the District.

## 8. **<u>CONSTRUCTION PHASE</u>**.

During the construction phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

8.1 **Observation**. The Project Architect shall observe work executed from the Final Working Drawings and Specifications in person, provided that District may, in its discretion, consent to such observation by another competent representative of Architect.

8.2 <u>General Administration</u>. Architect shall provide general administration of the Construction Documents, and the work performed by the contractors.

8.3 <u>**Pre-Construction Meeting**</u>. Architect shall conduct one or more pre-construction meetings, as the District determines is needed for the Project, with all interested parties.

8.4 <u>Site Visits of Contractor's Work</u>. Architect shall conduct site visits to observe each contractors' work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, according to the District's sole discretion, but in no event less than weekly.

8.5 <u>Site Visits of Inspector's Work</u>. Architect shall conduct site visits to communicate and observe the activities of the Project inspectors, including the Inspector of Record. Such site visits shall be conducted as often as is mutually acceptable to Architect and District. Architect shall direct the Project inspectors and the Project contractors and shall coordinate the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.

8.6 <u>Coordination of Architect's Consultants</u>. Architect shall cause all architects, engineers and other consultants, as may be hired by Architect or District, to observe the work

completed under their disciplines as required and approve and review all test results for general conformance with the Construction Documents.

8.7 <u>**Reports</u>**. Architect shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services, the County in which the Project is located, the City in which the Project is located or any other appropriate federal, state, regional or local regulatory bodies.</u>

8.8 <u>Construction Meetings; Minutes</u>. Architect shall attend all construction meetings and provide written reports/minutes to the District after each construction meeting in order to keep District informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the District's sole discretion, but no less than weekly.

8.9 <u>Written Reports</u>. Architect shall make written reports to District as necessary to inform District of problems arising during construction, changes contemplated as a result of each such problems, and progress of the Project work. The Architect shall not have control over the acts or omissions of the contractors, subcontractors or their agents or employees, or of any other persons or entities performing or supplying portions of the work which were not employed or hired by Architect. The contractor shall not be relieved of its obligation to perform the work in accordance with the Contract Documents either by activities or duties of the Architect, or by tests, inspections or approvals required or performed by persons other than the contractor.

8.10 <u>Written Records</u>. Architect shall keep accurate written records of the progress and quality of the Project work and the time schedules and shall advise the contractors and District of any deviations from the time schedule which could delay timely completion of the Project.

8.11 <u>Material and Test Reports</u>. Architect shall check and process, in a timely manner, all required material and test reports for the Project work. In addition, Architect shall provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors, District and federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies.

8.12 <u>Review and Response to Submissions</u>. Architect shall review and respond, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, change requests, and other submissions of the contractor and subcontractors for compliance with, or alterations and additions to, the Construction Documents. Architect's review and response shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work. Submission requests which involve more work or time than is normally required for routine submissions, as mutually determined by the Parties, may be the subject of additional compensation as Additional Services.

8.13 <u>Rejection of Work</u>. Architect shall promptly reject, as discussed with District, work or materials which do not conform to the Construction Documents. Architect shall immediately notify the District and contractor(s) of such rejections. Architect shall also have the authority to recommend to the District that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed.

8.14 <u>Substitutions</u>. Architect shall consult with District, in a timely manner, with regard to substitution of materials, equipment and laboratory reports thereof, prior to the District's final written approval of such substitutions. Architect's consultation shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work. Substitutions, as mutually determined by the Parties, may be the subject of additional compensation as Additional Services.

8.15 <u>**Revised Documents and Drawings**</u>. Architect shall prepare, at no additional expense to District, all documents and/or drawings made necessary by errors and omissions in the originally approved Construction Documents.

8.16 Change Requests and Material Changes. Architect shall evaluate and advise District, in a timely manner and in writing, of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. Architect shall provide the District with its opinion as to whether such change requests should be approved, denied or revised. If the District has not hired a construction manager or other person to do so, the Architect shall prepare and execute all change orders and submit them to the District for authorization. If the District has designated a construction manager or other person to prepare all change orders, the Architect shall review all change orders prepared by such person, execute them and deliver them to the District for authorization if they meet with the Architect's approval, or submit them to the District with recommendations for revision or denial if necessary. Architect shall not order contractors to make any changes affecting the contract price without approval by District of such a written change order, pursuant to the terms of the Construction Documents. Architect may order, on its own responsibility and pending the District's Governing Board approval, changes necessary to meet construction emergencies, if written approval of District's Representative is first secured. Architect may also authorize minor changes in the work, pending District's approval, so long as such changes are not inconsistent with the intent of the Construction Documents and do not involve an adjustment in the contract sum or an extension of the contract time.

8.17 <u>Applications for Payment</u>. Architect shall examine, verify and approve contractor's applications for payment, and shall issue certificates for payment in amounts approved by the Project Inspector of Record or the District's Representative, based on the Architect's observations at the site. The issuance of a certificate for payment shall not be a representation that the Architect has: (1) made exhaustive or continuous onsite inspections of the work for which payment is sought; (2) reviewed construction means, methods, techniques, sequences or procedures for the work for which payment is sought; (3) ascertained how and for what purpose the contractor has used money previously paid; or (4) certified that the work for which payment is sought is without defects.

8.18 <u>Final Color and Product Selection</u>. Architect shall coordinate final color and product selection with District's original design concept.

8.19 <u>Substantial Completion</u>. Architect shall determine the date of substantial completion, in consultation with the District.

8.20 <u>Punch List</u>. After determining that the Project is substantially complete, Architect shall participate in the inspection by the IOR of the Project and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project, including those identified on the punch list prepared by the contractor ("Punch List Items"). Architect shall notify contractor in writing that all Punch List Items must be corrected prior to final acceptance of the Project and final payment. Architect shall also notify District of all Punch List Items.

8.21 <u>Warranties</u>. Architect shall review materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners' manuals, instruction books, diagrams, record "as built" drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. Architect shall coordinate and provide these materials to the District.

8.22 <u>Certificate of Completion</u>. Architect shall participate in any further inspections of the Project necessary to issue Architect's Certificate of Completion and final certificate for payment.

8.23 **Documents for Project Close-Out**. Architect shall cause all other architects, engineers and other consultants, as may be hired by Architect, to file any and all required documentation with the District or other governmental authorities necessary to close out the Project. Architect shall assist the District in obtaining such documentation from all other architects, engineers, or other consultants.

## 9. <u>**RECORD DRAWINGS**</u>.

During the record drawings phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

9.1 <u>Record Drawings and Specifications</u>. Not later than thirty (30) days after substantial completion of the Project, before receipt of final payment, Architect shall review and forward the Final Working Drawings and Specifications, indicating on them all changes made by change orders or otherwise pursuant to the Construction Documents, as well as all information called for on the specifications, thus producing an "record" set of Final Working Drawings and Specifications"). The Record Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project. Architect shall personally review and certify that the Record Drawings and Specifications are a correct representation of the information supplied

to Architect by the Inspector of Record and the contractor and shall obtain certifications from the Inspector of Record and the contractor that the drawings are correct.

9.2 <u>Approval</u>. Once District provides Architect with specific written approval of the Record Drawings and Specifications, Architect shall forward to District the complete set of original Record Drawings and Specifications or a complete set of reproducible duplicate Record Drawings and Specifications. The tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

9.3 **Documents for Final Payment**. Prior to the receipt of Architect's final payment, Architect shall forward to District all of the following: (1) one clear and legible set of reproductions of the computations; (2) the original copy of the specifications; (3) the Record Drawings and Specifications as required herein; (4) the final verified progress report required pursuant to Title 24 of the California Code of Regulations; and (5) Architect's Certificate of Completion.

## 10. **WARRANTY PERIOD**.

During the warranty period phase of the Project, Architect shall do all the following, as well as any incidental services thereto:

10.1 <u>Advice</u>. Architect shall provide advice to District on apparent deficiencies in the Project during any applicable warranty periods for the Project.

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#### EXHIBIT "B"

#### FEE AND PHASING/FUNDING SCHEDULES

#### 1. <u>Fee Schedule</u>.

The Architect and District have used the District's Preliminary Construction Budget to establish the Architect's Total Compensation based upon a **not to exceed fee of \$1,204,500.00** ("Total Compensation") for the Project. This amount is comprised of a fixed fee amount of \$1,203,500.00 plus \$1,000.00 reimbursable expenses.

Fee Schedule Breakdown	
Part 1. Programming	\$58,500.00
Part 2. Schematic Design	\$124,400.00
Part 3 Design Development	\$124,400.00
Part 4. Construction Documents	\$487,300.00
Part 5. DSA Processing	\$58,400.00
Part 6. Bidding	\$58,400.00
Part 7. Construction Administration	\$233,700.00
Part 8. Record Plans & Close-out	\$29,200.00
DSA Certification	\$29,200.00
TOTAL	\$1,203,500.00
Reimbursables (Printing)	\$1,000.00
TOTAL COMPENSATION 9	\$1,204,500.00

#### 2. <u>Phasing/Funding Schedule</u>.

Progress payments towards Total Compensation shall never exceed the following percentages of Total Compensation as of the phase indicated:

Initial Planning Phase	05 percent (05%)
Schematic Design Phase	10 percent (10%)
Design Development Phase	10 percent (10%)
Construction Documents and Agency Approval Phase	45 percent (45%)
Bid Phase	05 percent (05%)
Construction Administration Phase	20 percent (20%)
Closeout Phase	05 percent (05%)
Total Compensation	(100%)

#### EXHIBIT "C"

#### **COMPENSATION RATES AND REIMBURSABLE EXPENSES**

#### 1. Hourly Compensation Rates.

	HOURLY RATES
Principal Architect	\$215.00
Project Architect / Associate Architect	\$180.00
Project Manager	\$170.00
Job Captain	\$145.00
Draftsperson	\$130.00
Admin Support (clerical)	\$85.00

These are the current hourly rates effective 01-01-2025 through 12-31-2025. Increases in the above hourly rates shall be made only by an authorized amendment to this Agreement.

#### 2. <u>Reimbursable Expenses</u>.

Not to exceed \$1,000 for scanning, printing, reproduction costs, photographs, government documents, special postage and delivery fees. No other reimbursable expenses shall be incurred and submitted without prior approval from the District. Mileage – no mileage costs within San Diego County.

#### 3. <u>Additional Services</u>.

Additional Services shall be computed at the actual hourly rates described above.

#### 4. <u>Additional Consultants</u>.

If District requires Architect to hire consultants to perform any Additional Services, Architect shall be compensated therefore at the consultant's actual hourly rates plus **Five percent** (5%). District shall have the authority to review and approve the rates of any such consultants.

#### EXHIBIT "D"

#### **CONTRACTOR FINGERPRINTING REQUIREMENTS**

#### **Architect Certification**

With respect to the Agreement dated <u>February 7, 2025</u> by and between the **San Ysidro School District** ("District") and **LORD ARCHITECTURE, INC.** ("Architect") for the provision of architectural services, Architect hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative

01/23/25

Date

#### Architect Exemption

Pursuant to Education Code section 45122.1, the **San Ysidro School District** ("District") has determined that **LORD ARCHITECTURE, INC.** ("Architect") is exempt from the criminal background check certification requirements for the service Agreement dated <u>February 7, 2025</u>, by and between the District and Architect ("Agreement") because:

The Architect's employees will have limited contact with District students during the course of the Agreement; or

□ Emergency or exceptional circumstances exist.

**District Official** 

Date

#### Architect's Consultant Certification

The **San Ysidro School District** ("District") entered into an agreement for architectural services with **LORD ARCHITECTURE**, **INC.** ("Architect") on or about <u>February 7, 2025</u> ("Agreement"). This certification is submitted by <u>Kathy Lord</u>, a consultant to the Architect for purposes of that Agreement ("Consultant"). Consultant hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

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Consultant's Representative

01/23/25

Date

#### **Architect's Consultant Exemption**

The **San Ysidro School District** ("District") entered into an agreement for architectural services with **LORD ARCHITECTURE**, **INC.** ("Architect") on or about <u>February 7, 2025</u> ("Agreement"). Pursuant to Education Code section 45122.1, the District has determined that <u>Kathy Lord</u>, a consultant to the Architect for purposes of that Agreement ("Consultant"), is exempt from the criminal background check certification requirements for the Agreement because:

The Consultant's employees will have limited contact with District students during the course of the Agreement; or

□ Emergency or exceptional circumstances exist.

**District Official** 

Date