



San Ysidro School District Governing Board

BOARD MEETING MATERIALS

Thursday,
April 10, 2025
5:00 p.m.

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



GENERAL ADMINISTRATION

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

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, FEBRUARY 6, 2025
5:00 p.m.

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, February 6, 2025, and conducted its business meeting at **Sunset Elementary School - Auditorium, 3825 Sunset Lane, San Ysidro, CA 92173**. This meeting was audio recorded. The public was able to view this meeting by accessing the following link <https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos>.

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. Open session began immediately following closed session at approximately 6:15 p.m.

MINUTES

1. CALL TO ORDER Who: Rosario Time: 5:04 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. AGENDA

The Board approved the agenda.

Motion: Martinez Second: Lopez Vote: 5-0

4. 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 for closed session.

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

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:05 p.m. in accordance with section 54954.5 regarding:

5.1 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

5.2 GOVERNMENT CODE SECTION 54957

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

5.3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:

No. of cases: 3

RECONVENED into OPEN SESSION 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.

6. CALL TO ORDER Who: Rosario Time: 6:04 p.m.

7. 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

8. FLAG SALUTE by Dahiana Campa Cardozo, Sunset 5th grade student

9. BOARD RECOGNITION/DISTINGUISHED CHAMPIONS (Bojorquez/Inzunza)

9.1 Sunset Elementary School - Student and Staff Recognitions - Presented by Sunset Elementary School Interim Principal Matthew Bandy

- **Top AR Student Reader in the School**
 - Kimberly Castillo (4th grade)
- **Top AR Student Reader by Grade Level**
 - Edgar Carrillo (6th grade), Dahiana Campa Cardozo (5th grade), Ava Figueroa (3rd grade), Uriel Espinoza Sandoval (2nd grade), Eliana Orendain Amezcuita (2nd grade), Alan Chavira (1st grade), Fernando Martinez (1st grade) and Alexa Villalvazo (1st grade)
- **For their dedication and support to students and the school community, consistently going above and beyond to ensure student success and uphold the spirit of the Sunset community.**
 - Rodrigo Amezcuita (Outreach Consultant)
 - Alana Arciaga-Laurino (6th grade Teacher)
 - Theresa Martinez (Instruction Aide Special Education Aide)

9.2 Vista Del Mar Middle School - Student and Staff Recognitions - Presented by Vista Del Mar Middle School Principal, Irene Herrera-Cevallos

- **Exceptional Achievement of Students in Reclassification:**
 - Jaylah Bernal (6th grade), Maximiliano Delgadillo (6th grade), Mia Duarte (6th grade), Ximena Gomez (6th grade), Dominguez Olivia Luna (6th grade), Jacob Rodriguez (6th grade), Adrian Lepe Garcia (7th grade), Samirha Esquivies Torres (8th grade), and Ximena Gutierrez Miranda (8th grade)
- **English Language Arts (ELA) and English Language Development (ELD) teachers who have played a key role in student reclassification:**
 - Rebeca Aguayo, Breeauna Futrell, Crystal Henry, and Holly Black

10. 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 all of their items. **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. 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: www.sysdschools.org.

Cristina Inzunza, Communications Specialist, Commented: 1) Announced Director of Special Education Oscar Madera as the Association of California School Administrators Special Education Administrator of the Year for 2024-2025 in San Diego and Imperial Counties within California.

Manuel Bojorquez, Assistant Superintendent, Commented: 1) Shared remarks and congratulated Director of Special Education Oscar Madera for being selected as the Association of California School Administrators Special Education Administrator of the Year for 2024-2025 in San Diego and Imperial Counties within California.

Denise Villezcas, Coordinator of Student Services, Commented: 1) Shared remarks and congratulated Director of Special Education Oscar Madera for being selected as the Association of California School Administrators Special Education Administrator of the Year for 2024-2025 in San Diego and Imperial Counties within California.

Rick Quintana, Lead School Psychologist, Commented: 1) Shared remarks and congratulated Director of Special Education Oscar Madera for being selected as the Association of California School Administrators Special Education Administrator of the Year for 2024-2025 in San Diego and Imperial Counties within California.

Jeff Scarlett, Retired Employee & Substitute Teacher, Commented: 1) Expressed concerns about the daily pay rate for substitute teachers.

Herlinda Chavez, Former Substitute Bus Driver, Commented: 1) Expressed concerns about the Transportation Department.

Joanna Velasco, Transportation Operations Technician, Commented: 1) Extended congratulations to new Board Members Kenia Peraza and Martin Arias. 2) Expressed concerns about the Transportation Department.

Alice De La Torre, San Ysidro Women's Club, Commented: 1) Welcomed new Board Members Kenia Peraza and Martin Arias. 2) Expressed gratitude to the Board for recognizing the community, students, and staff during meetings.

Irma Beltran, Teacher, Commented: 1) Shared remarks on the importance of fostering positive relationships and treating everyone with respect.

Allyson Murillo, Former Student, Commented: 1) Expressed general and special education concerns.

Karina Robles, Parent, Commented: 1) Expressed general and special education concerns.

Roxane Palestino, Commented: 1) Shared remarks about the dual language program. 2) Expressed concerns regarding language barriers.

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

Natalie La Rosa, SYEA Vice President & Teacher, Commented: 1) Shared remarks about the upcoming negotiations between SYEA and the District. 2) Expressed the importance of having a positive and safe working environment.

Pablo Sainz-Ferretti, Local Author & District Translator/Interpreter, Commented: 1) Applauded the district for passing the resolution to declare the district as a safe haven place.

Fidel Castro, CSEA President, Commented: 1) Introduced himself as the newly elected CSEA President and looks forward to working collaboratively with the district in the upcoming year.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Board Member Peraza, Commented: 1) Expressed pride in her son's participation in 6th grade camp and extended gratitude to the educators who helped organize the event. 2) Visited Vista Del Mar Middle School and was highly impressed with the quality of instruction observed. 3) Attended the Coffee with the Principal event at La Mirada Elementary.

Board Member Arias, Commented: 1) Attended the following community events to bring resources back to the District: Holocaust remembrance event in San Diego County; Midway community event, annual YMCA Martin Luther King Jr. Breakfast; and grand opening ceremony of the swimming pool at Border View Family YMCA.

Board Clerk Lopez, Commented: 1) Expressed appreciation to interim Sunset School Principal Matthew Bandy for hosting the board meeting. 2) Commended the special education department for their dedication and commitment to supporting students with special needs. 3) Congratulated Director of Special Education, Oscar Madera, on being named Special Education Director of the Year. 4) Congratulated all the Sunset schools for being recognized for their perfect student attendance.

Board Vice President Martinez, Commented: 1) Expressed appreciation to interim Sunset School Principal Matthew Bandy for hosting the board meeting. 2) Praised classified and certificated staff for all their hard work and dedication. 3) Excited about the Naming of Facilities process beginning. 4) Commented on a potential partnership with Marti Emerald and VSP to provide free vision screenings for students.

Board President Rosario, Commented: 1) Shared comments regarding the Sunset cafeteria being named after La Abuelita. 2) Reflected on attending the Grace Kojima street naming ceremony and expressed gratitude to Alice De La Torre of the San Ysidro Women's Club for her role in making it possible. 3) Congratulated Director of Special Education, Oscar Madera, on being named Special Education Director of the Year. 4) Praised Superintendent Potter for her district leadership. 5) Read the district's Safe Haven Resolution, approved by the Board on January 27, 2025.

Superintendent Potter, Commented: 1) Congratulated Oscar Madera, Director of Special Education, on being named Special Education Director of the Year for Imperial and San Diego Counties. 2) Commended the child nutrition department for increasing breakfast participation by 119%, serving up to 216,000 breakfasts and 723,000 lunches to date. 3) Thanked San Diego County for installing a Little Library at Vista Del Mar Middle School. 4) Expressed appreciation to the Scripps Howard Foundation for donating books to students at Smythe Elementary School. 5) Reflected on attending the Grace Kojima street naming ceremony and thanked Alice De La Torre of the San Ysidro Women's Club for helping make it a reality. 6) Thanked La Mirada elementary and Vista Del Mar Middle for organizing 6th grade camp for their students. 7) Gave a shout out to Board Members Kenia Peraza and Martin Arias for their participation in the New Board Member Orientation. 8) Applauded the Governing Board for adopting the Safe Haven Resolution and reaffirming their commitment to protecting students.

12. CONFERENCE SESSION**Reports/Presentations**

- 12.1** Naming of Facilities Process - Presented by Assistant Superintendent of Administrative Leadership, School Support and Safety, Dr. Jose Iniguez
- 12.2** Mid-Year Local Control Accountability Plan (LCAP) Update - Presented by Coordinator of Federal and State Programs and Language Acquisition, Maria C. Rodriguez

13. GENERAL ADMINISTRATION**13.1 MINUTES** (Potter)

The Board approved the minutes of the Organizational Board Meeting of December 19, 2024, and the Special Board Meeting of January 29, 2025.

Motion: Martinez Second: Lopez Vote: 5-0

13.2 APPOINTMENT OF DIRECTORS TO THE SAN YSIDRO SCHOOLS PUBLIC FINANCING CORPORATION (Adrianzen)

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

Motion: Martinez Second: Lopez Vote: 5-0

13.3 STUDENT ENROLLMENT PROJECTION FOR SCHOOL YEAR 2025-2026 (Adrianzen)

This agenda item was for Information only.

13.4 OPEN PUBLIC HEARING – SAN YSIDRO EDUCATION ASSOCIATION’S INITIAL PROPOSAL TO SAN YSIDRO SCHOOL DISTRICT FOR SUCCESSOR CONTRACT NEGOTIATIONS (Burciaga)

The Board Opened the 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.

Motion: Martinez Second: Arias Vote: 5-0

There were no public comments.

13.5 CLOSE PUBLIC HEARING – SAN YSIDRO EDUCATION ASSOCIATION’S INITIAL PROPOSAL TO SAN YSIDRO SCHOOL DISTRICT FOR SUCCESSOR CONTRACT NEGOTIATIONS (Burciaga)

The Board Closed the 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.

Motion: Rosario Second: Martinez Vote: 5-0

14. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

1. Pulled Consent Calendar items 14D.3 and 14E.12

Motion: Martinez Second: Arias Vote: 5-0

14A. PERSONNEL – CLASSIFIED**EMPLOYMENT** (Burciaga)

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

14A.1 Health Clerk

- a. Elizabeth Gutierrez, Willow

14A.2 Substitute Campus Security

- a. Isaac Almeida, All Sites
- b. Denise Ruelas, All Sites
- c. Jose Ruiz, All Sites

14A.3 Substitute Clerks

- a. Karime Gamboa, All Sites
- b. Karen Morgan Valle, All Sites

14A.4 Substitute Custodian

- a. Armando Bastidas, All Sites
- b. Gregorio Cardenas-Vazquez, All Sites

14A.5 Substitute Instructional Aide

- b. Rabab Ali, All Sites
- c. Briana Cid, All Sites
- d. Denise Del Moral, All Sites

RESIGNATION (Burciaga)

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

14A.6 Campus Security

- a. Samantha Arellano, La Mirada

14B. PERSONNEL – CERTIFICATED**EMPLOYMENT** (Burciaga)

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

14B.1 Classroom Teacher K-6

- a. Lesley Ruiz, Sunset

14B.2 Temporary Classroom Teachers K-6

- a. Randy Hamilton Jr., Sunset
- b. Pamela Romero, Sunset

14B.3 Substitute Preschool Permit Teacher

- a. Rabab Ali, Child Development Center
- b. Alicia Barboza, Child Development Center
- c. Gabriela Morales Lopez, Child Development Center
- d. Brissa Vargas Escalera, Child Development Center

RETIREMENT (Burciaga)

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

14B.4 School Nurse

- a. Anita Gillchrest, Pupil Services

RESIGNATIONS (Burciaga)

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

14B.5 Social Worker

- a. Banely Arevalo Robles

14B.6 Special Day Class Teacher (Moderate/Severe)

- a. Brenda Gonzalez, Sunset

RECRUITMENT (Burciaga)

The Board approved/ratified to establish recruitment for the following as recommended by staff:

14B.7 Temporary Special Day Class Teacher (Early Childhood Education)

14B.8 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) (Burciaga)

The Board approved/ratified 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).

14C. PERSONNEL – MANAGEMENT AND CONFIDENTIAL

RETIREMENT (Burciaga)

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

14C.1 Principal

- a. Irene Herrera-Cevallos, Vista Del Mar

OUT OF CLASS (Burciaga)

14C.2 APPROVE/RATIFY AGREEMENT BETWEEN LIANA DAVIS AND THE SAN YSIDRO SCHOOL DISTRICT (Burciaga)

The Board approved/ratified 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.

14D. CURRICULUM & INSTRUCTION

14D.1 APPROVAL OF SCHOOL ACCOUNTABILITY REPORT CARDS (SARC) FOR 2024-2025 (Bojorquez)

The Board approved/ratified the publication of the School Accountability Report Cards for our seven schools for the 2024-25 school year.

14D.2 STUDENT PARTICIPATION AT THE EARTH DAY GLOBAL GOALS FORUM (Bojorquez)

The Board approved 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.

14D.3 FOURTH ANNUAL SAN YSIDRO SCHOOL DISTRICT SCIENCE, TECHNOLOGY, ENGINEERING, AND MATHEMATICS (STEM) FAIR (Bojorquez) - *Pulled for discussion and to be voted on separately*

The Board approved 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.

Motion: Martinez Second: Arias Vote: 5-0

14D.4 PARTICIPATION IN THE “COMIENZA CON UN SUEÑO,” IT BEGINS WITH A DREAM CONFERENCE AT UC SAN DIEGO (Bojorquez)

The Board approved 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.

14D.5 PROFESSIONAL DEVELOPMENTS (Bojorquez)

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

14E. BUSINESS

14E.1 PURCHASING REPORTS (Adrianzen)

The Board approved/ratified the purchase orders processed by the District during the months of December 2024 and January 2025.

14E.2 EXPENDITURE REPORTS (Adrianzen)

The Board approved/ratified the expenditures incurred by the District during the months of December 2024 and January 2025.

14E.3 ACCEPTANCE OF DONATIONS (Adrianzen)

The Board accepted donations and grants valued at \$4,000.00 to help support and enrich our educational programs.

14E.4 APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS (Adrianzen)

The Board approved/ratified 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.

14E.5 DISPOSAL OF OBSOLETE, DAMAGED AND OUTDATED TECHNOLOGY EQUIPMENT (Adrianzen/Lewis)

The Board approved the disposal of technology equipment that is obsolete, damaged, outdated and/or beyond economic repair.

14E.6 AGREEMENT WITH XEROX CORPORATION FOR OFFICE COPIERS (Adrianzen)

The Board approved the five (5) year agreement with Xerox Corporation for five office copiers, maintenance services, consumables, and copy print fees. Cost implications will be paid from the General fund.

14E.7 AGREEMENT WITH XEROX CORPORATION FOR PRINT SHOP COPIERS (Adrianzen)

The Board approved the five (5) year agreement with Xerox Corporation for two print shop copiers/equipment, maintenance services, consumables, and copy print fees. Cost implications will be paid from the General fund.

14E.8 AGREEMENT WITH MARYWOOD UNIVERSITY (Burciaga)

The Board approved the agreement with Marywood University to provide quality learning experiences for Dietetics Program Interns.

14E.9 MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT. CARMEL SCHOOL FOR TITLE IV FUNDING AND SERVICES (Bojorquez)

The Board approved 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.

14E.10 AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE AFTER-SCHOOL EDUCATION AND SAFETY PROGRAM FOR 2024-2025 (Bojorquez/Ramos)

The Board approved/ratified 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.

14E.11 MEMORANDUM OF UNDERSTANDING WITH SBCS CORPORATION FOR CHILDREN'S OUTPATIENT CLINIC SERVICE (Bojorquez/Villezcas)

The Board approved 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.

14E.12 AGREEMENT WITH COVELO GROUP, INC. (Bojorquez/Madera) - *Pulled for discussion and to be voted on separately*

The Board approved/ratified 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.

Motion: Martinez

Second: Arias

Vote: 5-0

14E.13 AGREEMENT WITH LEARNING FOR ALL (Bojorquez/Madera)

The Board approved/ratified 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.

14E.14 AMENDMENT NO. 1 TO THE ALLIANCE FOR AFRICAN ASSISTANCE AGREEMENT

(Bojorquez/Madera)

The Board approved/ratified 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.

14E.15 CUPCAA AGREEMENT WITH KONE, INC. (Iniguez)

Approve/Ratify the CUPCAA agreement with Kone, Inc. to provide wheelchair lift repair services at Willow School in the amount of \$872.86 from the Routine Restricted Maintenance Account.

14E.16 CUPCCAA AGREEMENT WITH SOUTH BAY FENCE FOR SUNSET GATE PROJECT (Iniguez)

The Board approved 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 Routine Restricted Maintenance Account.

14E.17 CUPCCAA AGREEMENT WITH SOUTH BAY FENCE FOR SUNSET IRON GATE PROJECT (Iniguez)

The Board approved the CUPCCAA agreement with South Bay Fence to repair and reinforce the existing iron gate at Sunset Elementary School in the amount of \$5,380.00 from the Routine Restricted Maintenance Account.

14E.18 CUPCCAA AGREEMENT WITH SOUTH BAY FENCE FOR SMYTHE PERIMETER SCREEN PROJECT (Iniguez)

The Board approved 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 Routine Restricted Maintenance Account.

14E.19 CUPCCAA AGREEMENT WITH SOUTH BAY FENCE FOR OCEAN VIEW HILLS FENCE AND GATE PROJECT (Iniguez)

The Board approved 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 amount of \$23,780.00 from the Developer Fees fund.

14E.20 CUPCCAA AGREEMENT WITH SOUTH BAY FENCE FOR WILLOW FENCE PROJECT (Iniguez)

The Board approved/ratified 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.

14E.21 AGREEMENT WITH DAVY ARCHITECTURE, INC. FOR THE 2025 PLAYGROUND RUBBER SURFACE PROJECT (Iniguez)

The Board approved 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.

14E.22 AMENDMENT NO. 1 TO THE AGREEMENT WITH GAFCON PM-CM LLC (Iniguez)

The Board approved 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.

14E.23 AGREEMENT WITH LORD ARCHITECTURE, INC. FOR SHADE STRUCTURES (Iniguez)

The Board approved 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.

14E.24 AGREEMENT WITH LORD ARCHITECTURE, INC. FOR DESIGN SERVICES ON THE CDC CONSOLIDATION PROJECT AT LA MIRADA ELEMENTARY SCHOOL (Iniguez)

The Board approved 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.

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

15. ADJOURNMENT Time: 9:36 p.m.

Respectfully Submitted,

Gina A. Potter, Ed.D., Superintendent

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 10, 2025

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

FROM:
Human Resources
Efrain Burciaga, Director

☐ Informational
☒ Action

AGENDA ITEM: 2025-2026 STUDENT CALENDAR

BACKGROUND INFORMATION:

In order to establish the 2025-2026 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the attached Student Calendar for the 2025-2026 school year.

RECOMMENDATION:

Approve the 2025-2026 Student Calendar.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☐ Yes ☒ No

Are funds for this item available in the 2024-2025 Budget?

☐ Yes ☐ No

Requisition #

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N/A

(Amount)

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

2025

SAN YSIDRO SCHOOL DISTRICT STUDENT CALENDAR

2026

Month	M	T	W	TH	F	Student Days	Holidays
July 2025		1	2	3	4		7/4 - Independence Day - Legal Holiday
	7	8	9	10	11		
	14	15	16	17	18		
	21	22	23	24	25		
	(28)	(29)	(30)	(31)		4	7/28 - First Day for Students
August 2025					(1)		
	4	5	6	7	(8)		
	11	12	13	14	(15)		
	18	19	20	21	(22)		
	25	26	27	28	(29)	21	
September 2025	1	2	3	4	(5)		9/1 - Labor Day - Legal Holiday
	8	9	10	11	(12)		
	15	16	17	18	(19)		9/19 - Progress Report #1 (middle schools)
	22	23	24	25	26		9/22 - 10/6 Fall Break
	29	30				14	
October 2025			1	2	3		
	6	7	8	9	(10)		10/7 - Students Return
	13	14	15	16	(17)		
	20	21	22	23	(24)		10/20 - 10/24 Preschool Parent Conferences
	27	28	29	30	(31)	19	10/31 - End of first trimester (58 days - elementary schools)
November 2025	3	4	5	6	(7)		
	10	11	12	13	(14)		11/11 - Veteran's Day - Legal Holiday
	(17)	(18)	(19)	(20)	(21)		11/17 - 11/21 Parent Conferences
	24	25	26	27	28	14	11/24 - 11/28 - Thanksgiving - Legal & Declared Holidays
December 2025	1	2	3	4	(5)		
	8	9	10	11	(12)		12/19 - End of first semester (87 days - middle schools)
	15	16	17	18	(19)		12/22 - 1/12 Winter Break
	22	23	24	25	26		12/24 - 12/25 - Christmas - Declared and Legal Holidays
	29	30	31			15	12/30 - 12/31 Declared Holidays
January 2026				1	2		1/1 - New Year's Day - Legal Holiday
	5	6	7	8	9		
	12	13	14	15	(16)		1/13 - Students Return
	19	20	21	22	(23)		1/19 - Martin Luther King Jr. - Legal Holiday
	26	27	28	29	(30)	13	
February 2026	2	3	4	5	(6)		
	9	10	11	12	13		2/13 - Lincoln Day - Legal Holiday
	16	17	18	19	(20)		2/16 - Washington Day - Legal Holiday
	23	24	25	26	(27)	18	
March 2026	2	3	4	5	(6)		3/6 - End of second trimester (65 days - elementary schools)
	9	10	11	12	(13)		3/13 - Progress Report #2 (middle schools)
	(16)	(17)	(18)	(19)	(20)		3/16 - 3/20 Parent Conferences (elementary and middle)
	23	24	25	26	27		3/23 - 4/3 Spring Break
	30	31				15	3/30 - 3/31 - Cesar Chavez - Declared & Legal Holidays
April 2026			1	2	3		
	6	7	8	9	(10)		4/6 - Students Return
	13	14	15	16	(17)		4/13 - 4/17 Preschool Parent Conferences
	20	21	22	23	(24)	19	
	27	28	29	30			
May 2026					(1)		
	4	5	6	7	(8)		
	11	12	13	14	(15)		
	18	19	20	21	(22)		
	25	26	27	28	(29)	20	5/25 - Memorial Day - Legal Holiday
June 2026	1	2	3	4	(5)		6/10 - End of third trimester (57 days - elementary schools)
	(8)	(9)	(10)	11	12		6/10 - End of second semester (93 days - middle schools)
	15	16	17	18	19		6/10 - Last Day for Students
	22	23	24	25	26		6/19 - Juneteenth - Legal Holiday
	29	30				8	
						180	

◇ First/Last Day for Students ○ Minimum Days □ Legal/Local Holidays

--- End of trimester / semester

School Closed

Board Approved:

"Subject to modification if required by Collective Bargaining"

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 10, 2025

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

FROM:
Human Resources
Efrain Burciaga, Director

☐ Informational
☒ Action

AGENDA ITEM: 2025-2026 STAFF CALENDARS

BACKGROUND INFORMATION:

In order to establish the 2025-2026 school year and to make necessary instructional plans, the San Ysidro School District recommends the adoption of the following 2025-2025 Staff Calendars.

RECOMMENDATION:

Approve the 2025-2026 Staff Work Calendars.

- 2025-2026 Certificated Cabinet Work Calendar
- 2025-2026 Certificated Directors/Coordinators Work Calendar
- 2025-2026 Classified Management & Confidential Work Calendar
- 2025-2026 Principal/Assistant Principal Work Calendar
- 2025-2026 Classified Employee 10-Month (209 days) Work Calendar
- 2025-2026 Classified Employee 10-Month (213 days) Work Calendar
- 2025-2026 Classified Employee 10-Month (213 days) Lead Child Nutrition Specialist Work Calendar
- 2025-2026 Classified Employee 11-Month Work Calendar
- 2025-2026 Classified Employee 12-Month Work Calendar
- 2025-2026 Teacher & School Nurse Work Calendar
- 2025-2026 Counselors Work Calendar
- 2025-2026 Psychologists Work Calendar
- 2025-2026 Social Workers/Language, Speech & Hearing Specialists Work Calendar

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☐ Yes ☒ No

Are funds for this item available in the 2024-2025 Budget?

☐ Yes ☐ No

Requisition #

--

N/A

(Amount)

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial




Certification Requested ☒ Yes ☐ No




2025-2026

SAN YSIDRO SCHOOL DISTRICT
Certificated Cabinet
225 Work Year

Board Approved: _____

Work Days	244
Holidays	16
Non-Work Days	1

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
										
July, 2025										
	1	2	3	4						7/4 - Independence Day - Legal Holiday
7	8	9	10	11						
14	15	16	17	18						
21	22	23	24	25						
28	29	30	31		4	22	1	0	0	7/28 - First Day for Students
August, 2025										
				1						
4	5	6	7	8						
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	21	21	0	0	0	
September, 2025										
1	2	3	4	5						9/1 - Labor Day - Legal Holiday
8	9	10	11	12						
15	16	17	18	19						9/19 - Progress Report #1 (middle schools)
22	23	24	25	26						9/22 - 10/6 Student Fall Break
29	30				14	21	1	0	0	
October, 2025										
	1	2	3							
6	7	8	9	10						10/7 - Students Return
13	14	15	16	17						
20	21	22	23	24						10/20 - 10/24 Preschool Parent Conferences
27	28	29	30	31	19	23	0	0	0	10/31 - End of first trimester (58 days - elementary)
November, 2025										
3	4	5	6	7						
10	11	12	13	14						11/11 - Veteran's Day - Legal Holiday
17	18	19	20	21						11/17 - 11/21 Parent Conferences
24	25	26	27	28						11/27 - Thanksgiving - Legal Holiday
					14	17	3	0	0	11/28 - Declared Holiday
December, 2025										
1	2	3	4	5						12/19 - End of first semester (87 days - middle)
8	9	10	11	12						12/22 - 1/12 Winter Break
15	16	17	18	19						12/24 - Christmas Eve - Declared Holiday
22	23	24	25	26						12/25 - Christmas Day - Legal Holiday
29	30	31			15	20	3	0	0	12/31 - New Year's Eve - Declared Holiday

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
										
January, 2026										
		1	2							1/1 - New Year's Day - Legal Holiday
5	6	7	8	9						
12	13	14	15	16						1/13 - Students Return
19	20	21	22	23						1/19 - Martin Luther King Jr. - Legal Holiday
26	27	28	29	30	13	19	2	0	1	
February, 2026										
2	3	4	5	6						
9	10	11	12	13						2/13 - Lincoln Day - Legal Holiday
16	17	18	19	20						2/16 - Washington Day - Legal Holiday
23	24	25	26	27						
					18	18	2	0	0	
March, 2026										
2	3	4	5	6						3/6 - End of second trimester (65 days - elementary)
9	10	11	12	13						3/13 - Progress Report #2 (middle schools)
16	17	18	19	20						3/16 - 3/20 Parent Conferences
23	24	25	26	27						3/23 - 4/3 Student Spring Break
30	31				15	20	2	0	0	3/30 - 3/31 - Cesar Chavez Declared & Legal Holidays
April, 2026										
	1	2	3							
6	7	8	9	10						4/6 - Students Return
13	14	15	16	17						4/13 - 4/17 Preschool Parent Conferences
20	21	22	23	24						
27	28	29	30		19	22	0	0	0	
May, 2026										
				1						
4	5	6	7	8						
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	20	20	1	0	0	5/25 - Memorial Day - Legal Holiday
June, 2026										
1	2	3	4	5						6/10 - End of third trimester (57 days - elementary)
8	9	10	11	12						6/10 - End of second semester (93 days - middle)
15	16	17	18	19						6/10 - Last Day for Students
22	23	24	25	26						6/19 - Juneteenth - Legal Holiday
29	30				8	21	1	0	0	

Certificated Cabinet members must select 19 non-work days with approval from the Superintendent




Assistant Superintendent of Educational Leadership & Pupil Services
Assistant Superintendent of Administrative Leadership, School Support & Safety




2025-2026

SAN YSIDRO SCHOOL DISTRICT
Certificated Directors/Coordinators
225 Work Year

Board Approved: _____

Work Days	220
Holidays	16
Non-Work Days	26

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
										
July, 2025										
	1	2	3	4						7/4 - Independence Day - Legal Holiday
7	8	9	10	11						
14	15	16	17	18						
21	22	23	24	25						
28	29	30	31		4	22	1	0	0	7/28 - First Day for Students
August, 2025										
	1									
4	5	6	7	8						
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	21	21	0	0	0	
September, 2025										
1	2	3	4	5						9/1 - Labor Day - Legal Holiday
8	9	10	11	12						
15	16	17	18	19						9/19 - Progress Report #1 (middle schools)
22	23	24	25	26						9/22 - 10/6 Student Fall Break
29	30				14	16	1	0	5	
October, 2025										
	1	2	3							
6	7	8	9	10						10/7 - Students Return
13	14	15	16	17						
20	21	22	23	24						10/20 - 10/24 Preschool Parent Conferences
27	28	29	30	31	19	23	0	0	0	10/31 - End of first trimester (58 days - elementary)
November, 2025										
3	4	5	6	7						
10	11	12	13	14						11/11 - Veteran's Day - Legal Holiday
17	18	19	20	21						11/17 - 11/21 Parent Conferences
24	25	26	27	28						11/27 - Thanksgiving - Legal Holiday
					14	14	3	0	3	11/28 - Declared Holiday
December, 2025										
1	2	3	4	5						12/19 - End of first semester (87 days - middle)
8	9	10	11	12						12/22 - 1/12 Winter Break
15	16	17	18	19						12/24 - Christmas Eve - Declared Holiday
22	23	24	25	26						12/25 - Christmas Day - Legal Holiday
29	30	31			15	15	3	0	5	12/31 - New Year's Eve - Declared Holiday

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
										
January, 2026										
	1	2								1/1 - New Year's Day - Legal Holiday
5	6	7	8	9						
12	13	14	15	16						1/13 - Students Return
19	20	21	22	23						1/19 - Martin Luther King Jr. - Legal Holiday
26	27	28	29	30	13	17	2	0	4	
February, 2026										
2	3	4	5	6						
9	10	11	12	13						2/13 - Lincoln Day - Legal Holiday
16	17	18	19	20						2/16 - Washington Day - Legal Holiday
23	24	25	26	27	18	18	2	0	0	
March, 2026										
2	3	4	5	6						3/6 - End of second trimester (65 days - elementary)
9	10	11	12	13						3/13 - Progress Report #2 (middle schools)
16	17	18	19	20						3/16 - 3/20 Parent Conferences
23	24	25	26	27						3/23 - 4/3 Student Spring Break
30	31				15	15	2	0	5	3/30 - 3/31 - Cesar Chavez Declared & Legal Holidays
April, 2026										
	1	2	3							
6	7	8	9	10						4/6 - Students Return
13	14	15	16	17						4/13 - 4/17 Preschool Parent Conferences
20	21	22	23	24						
27	28	29	30		19	22	0	0	0	
May, 2026										
				1						
4	5	6	7	8						
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	20	20	1	0	0	5/25 - Memorial Day - Legal Holiday
June, 2026										
1	2	3	4	5						6/10 - End of third trimester (57 days - elementary)
8	9	10	11	12						6/10 - End of second semester (93 days - middle)
15	16	17	18	19						6/10 - Last Day for Students
22	23	24	25	26						6/19 - Juneteenth - Legal Holiday
29	30				8	17	1	0	4	

Certificated Directors & Coordinators must select 5 work days

Director of Special Education
 Director of Early Childhood Education
 Director of Human Resources
 Coordinator of Federal & State Programs & Language Acquisition

2025-2026

SAN YSIDRO SCHOOL DISTRICT
Classified Management & Confidential
260 Work Year

Board Approved: _____

Work Days	242
Holidays	18
Non-Work Days	1

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
July, 2025										
1	2	3	4							7/4 - Independence Day - Legal Holiday
7	8	9	10	11						
14	15	16	17	18						
21	22	23	24	25						
28	29	30	31		4	22	1	0	0	
August, 2025										
1										
4	5	6	7	8						
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	21	21	0	0	0	
September, 2025										
1	2	3	4	5						9/1 - Labor Day - Legal Holiday
8	9	10	11	12						
15	16	17	18	19						
22	23	24	25	26						
29	30				14	21	1	0	0	9/22 - 10/6 Student Fall Break
October, 2025										
1	2	3								
6	7	8	9	10						
13	14	15	16	17						
20	21	22	23	24						
27	28	29	30	31	19	23	0	0	0	
November, 2025										
3	4	5	6	7						
10	11	12	13	14						11/11 - Veteran's Day - Legal Holiday
17	18	19	20	21						11/26 - In Lieu of Admission Day - Legal Holiday
24	25	26	27	28						11/27 - Thanksgiving - Legal Holiday
					14	16	4	0	0	11/28 - Declared Holiday
December, 2025										
1	2	3	4	5						12/22 - 1/12 Student Winter Break
8	9	10	11	12						12/24 - Christmas Eve - Declared Holiday
15	16	17	18	19						12/25 - Christmas Day - Legal Holiday
22	23	24	25	26						12/30 - Floating Holiday
29	30	31			15	19	4	0	0	12/31 - New Year's Eve - Declared Holiday

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
January, 2026										
	1	2								1/1 - New Year's Day - Legal Holiday
5	6	7	8	9						
12	13	14	15	16						
19	20	21	22	23						1/19 - Martin Luther King Jr. - Legal Holiday
26	27	28	29	30	13	19	2	0	1	
February, 2026										
2	3	4	5	6						
9	10	11	12	13						2/13 - A. Lincoln - Legal Holiday
16	17	18	19	20						2/16 - G. Washington - Legal Holiday
23	24	25	26	27	18	18	2	0	0	
March, 2026										
2	3	4	5	6						
9	10	11	12	13						
16	17	18	19	20						3/23 - 4/3 Student Spring Break
23	24	25	26	27						3/30 - Declared Holiday
30	31				15	20	2	0	0	3/31 - Cesar Chavez - Legal Holiday
April, 2026										
1	2	3								
6	7	8	9	10						
13	14	15	16	17						
20	21	22	23	24						
27	28	29	30		19	22	0	0	0	
May, 2026										
	1									
4	5	6	7	8						
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	20	20	1	0	0	5/25 - Memorial Day - Legal Holiday
June, 2026										
1	2	3	4	5						
8	9	10	11	12						
15	16	17	18	19						6/19 - Juneteenth - Legal Holiday
22	23	24	25	26						
29	30				8	21	1	0	0	




Business Services Technician
 Child Nutrition Services Production Coordinator
 Communications Specialist
 Coordinator of Pupil Services
 Director of Education Technology
 Executive Secretary II
 Fiscal Services Analyst
 Personnel Technician
 Senior Executive Secretary to the Sup't & Gov Board




2025-2026

SAN YSIDRO SCHOOL DISTRICT
Principals / Assistant Principals
207 Work Year

Board Approved: _____

Work Days	201
Holidays	16
Non-Work Days	43

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
										
July, 2025										
	1	2	3	4						7/4 - Independence Day - Legal Holiday
7	8	9	10	11						
14	15	16	17	18						
21	22	23	24	25						
28	29	30	31		4	17	1	0	5	7/28 - First Day for Students
August, 2025										
				1						
4	5	6	7	8						
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	21	21	0	0	0	
September, 2025										
1	2	3	4	5						9/1 - Labor Day - Legal Holiday
8	9	10	11	12						
15	16	17	18	19						9/19 - Progress Report #1 (middle schools)
22	23	24	25	26						9/22 - 10/6 Student Fall Break
29	30				14	14	1	0	7	
October, 2025										
	1	2	3							
6	7	8	9	10						10/7 - Students Return
13	14	15	16	17						
20	21	22	23	24						10/20 - 10/24 Preschool Parent Conferences
27	28	29	30	31	19	20	0	0	3	10/31 - End of first trimester (58 days - elementary)
November, 2025										
3	4	5	6	7						
10	11	12	13	14						11/11 - Veteran's Day - Legal Holiday
17	18	19	20	21						11/17 - 11/21 Parent Conferences
24	25	26	27	28						11/27 - Thanksgiving - Legal Holiday
					14	14	3	0	3	11/28 - Declared Holiday
December, 2025										
1	2	3	4	5						12/19 - End of first semester (87 days - middle)
8	9	10	11	12						12/22 - 1/12 Winter Break
15	16	17	18	19						12/24 - Christmas Eve - Declared Holiday
22	23	24	25	26						12/25 - Christmas Day - Legal Holiday
29	30	31			15	15	3	0	5	12/31 - New Year's Eve - Declared Holiday

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
										
January, 2026										
		1	2							1/1 - New Year's Day - Legal Holiday
5	6	7	8	9						
12	13	14	15	16						1/13 - Students Return
19	20	21	22	23						1/19 - Martin Luther King Jr. - Legal Holiday
26	27	28	29	30	13	14	2	0	6	
February, 2026										
2	3	4	5	6						
9	10	11	12	13						2/13 - Lincoln Day - Legal Holiday
16	17	18	19	20						2/16 - Washington Day - Legal Holiday
23	24	25	26	27	18	18	2	0	0	
March, 2026										
2	3	4	5	6						3/6 - End of second trimester (65 days - elementary)
9	10	11	12	13						3/13 - Progress Report #2 (middle schools)
16	17	18	19	20						3/16 - 3/20 Parent Conferences
23	24	25	26	27						3/23 - 4/3 Student Spring Break
30	31				15	15	2	0	5	3/30 - 3/31 - Declared & Cesar Chavez Legal Holidays
April, 2026										
		1	2	3						
6	7	8	9	10						4/6 - Students Return
13	14	15	16	17						4/13 - 4/17 Preschool Parent Conferences
20	21	22	23	24						
27	28	29	30		19	19	0	0	3	
May, 2026										
				1						
4	5	6	7	8						
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	20	20	1	0	0	5/25 - Memorial Day - Legal Holiday
June, 2026										
1	2	3	4	5						6/10 - End of third trimester (57 days - elementary)
8	9	10	11	12						6/10 - End of second semester (93 days - middle)
15	16	17	18	19						6/10 - Last Day for Students
22	23	24	25	26						6/19 - Juneteenth - Legal Holiday
29	30				8	14	1	0	6	

Staff members under the Principal & Assistant Principal work schedule must select 6 work days

Principals
 Assistant Principals
 Lead Psychologist
 Director of Educational Services
 Coordinator of Student Services

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

2025-2026

209 Work Year

10 Months										Work Days	181
Vacation Days with Approval										Holidays	18
1-5 yrs	6-10 yrs	11-15 yrs	16-20 yrs	21-25 yrs	26+ yrs					Mandatory Vacation Days	10
2	4	6	8	10	12 <th colspan="4"></th> <th>Non-Work Days</th> <th>52</th>					Non-Work Days	52

Board Approved										Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
M	T	W	T	H	F	S	S	S	S						
July, 2025															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
August, 2025															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
September, 2025															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
October, 2025															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
November, 2025															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
December, 2025															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
January, 2026															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
February, 2026															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
March, 2026															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
April, 2026															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
May, 2026															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
June, 2026															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	

Instructional Aide, Special Education
Instructional Health Care Assistant
Licensed Vocational Nurse
Locker Room Attendant
Outreach Consultant
Testing Assistant

CSEA:

Aliviana A. Bustos
Print

Date:

3/10/2025

Sign

Leo Good CSEA
Print

Sign

3/11/2025

CSEA:

Efrain Burciaga
Print

Date:

3-10-2025

Sign

Ef Burciaga
Print

Sign

3/11/2025

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

2025-2026

213 Work Year

Board Approved

M	T	W	Th	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
---	---	---	----	---	--------------	-----------	----------	---------------	--------------	----------

July, 2025										
1	2	3	4							
7	8	9	10	11						
14	15	16	17	18						
21	22	23	24	25						
28	29	30	31		4	7	1	0	15	

August, 2025										
1										
4	5	6	7	8						
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	21	21	0	0	0	

September, 2025										
1	2	3	4	5						
8	9	10	11	12						
15	16	17	18	19						
22	23	24	25	26						
29	30				14	14	1	0	7	

October, 2025										
1	2	3	4	5						
6	7	8	9	10						
13	14	15	16	17						
20	21	22	23	24						
27	28	29	30	31	19	20	0	0	3	

November, 2025										
3	4	5	6	7						
10	11	12	13	14						
17	18	19	20	21						
24	25	26	27	28						
31					14	14	4	0	2	

December, 2025										
1	2	3	4	5						
8	9	10	11	12						
15	16	17	18	19						
22	23	24	25	26						
29	30	31			15	15	4	4	0	

Child & Families Project Facilitator
Instructional Aide (Elementary & Preschool)
Instructional Aide Special Education
Instructional Health Care Assistant
Testing Assistant

CSEA:

Niwana A. Bustos

Print

Signature: [Signature] Date: 3/10/2025

Sign

Ceo Good CSEA

Print

Signature: [Signature] Date: 3/11/2025

Sign

SYSID:

Efrain Burciaga

Print

Signature: [Signature] Date: 3-10-2025

Sign

10 Months											Work Days	185
Vacation Days with Approval											Holidays	18
1-5 yrs	6-10 yrs	11-15 yrs	16-20 yrs	21-25 yrs	26+ yrs							10
2	4	6	8	10	12							48

M	T	W	Th	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
---	---	---	----	---	--------------	-----------	----------	---------------	--------------	----------

January, 2026										
1	2	3	4	5						
6	7	8	9	10						
12	13	14	15	16						
19	20	21	22	23						
26	27	28	29	30	13	13	2	2	5	

February, 2026										
2	3	4	5	6						
9	10	11	12	13						
16	17	18	19	20						
23	24	25	26	27						
28	29	30			18	18	2	0	0	

March, 2026										
2	3	4	5	6						
9	10	11	12	13						
16	17	18	19	20						
23	24	25	26	27						
30	31				15	15	2	4	1	

April, 2026										
1	2	3	4	5						
6	7	8	9	10						
13	14	15	16	17						
20	21	22	23	24						
27	28	29	30		19	19	0	0	3	

May, 2026										
1	2	3	4	5						
6	7	8	9	10						
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	20	20	1	0	0	

June, 2026										
1	2	3	4	5						
8	9	10	11	12						
15	16	17	18	19						
22	23	24	25	26						
29	30				8	9	1	0	12	

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar
Lead Child Nutrition Specialist
213 Work Year

10 Months										Work Days	185
Vacation										Holidays	18
Days with										Mandatory Vacation Days	10
Approval										Non-Work Days	48
1-5 yrs	6-10 yrs	11-15 yrs	16-20 yrs	21-25 yrs	26+ yrs						
2	4	6	8	10	12						

Board Approved										Student Days	Work Days	Holidays	Vacation Days	Non-Work Days	Holidays
M	T	W	T	F	S	S	S	S	S						
July, 2025															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
August, 2025															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
September, 2025															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
October, 2025															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
November, 2025															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
December, 2025															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	

Lead Child Nutrition Specialist

CSEA: Nirvana A. Buster Date: 3/10/2025
 Print Nirvana A. Buster
 Sign Nirvana A. Buster
 CSEA: Leo Good Date: 3/11/2025
 Print Leo Good
 Sign Leo Good

SYSD: Efrain Burciaga Date: 3-10-2025
 Print Efrain Burciaga
 Sign Efrain Burciaga

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

2025-2026

239 Work Year

Board Approved

M	T	W	Th	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
July, 2025										
1	2	3	4							7/4 - Independence Day - Legal Holiday
5	6	7	8	9	10	11				
12	13	14	15	16	17	18				
19	20	21	22	23	24	25				
26	27	28	29	30	31					
August, 2025										
1	2	3	4	5	6	7				
8	9	10	11	12	13	14				
15	16	17	18	19	20	21				
22	23	24	25	26	27	28				
29	30	31								
September, 2025										
1	2	3	4	5	6	7				
8	9	10	11	12	13	14				
15	16	17	18	19	20	21				
22	23	24	25	26	27	28				
29	30	31								
October, 2025										
1	2	3	4	5	6	7				
8	9	10	11	12	13	14				
15	16	17	18	19	20	21				
22	23	24	25	26	27	28				
29	30	31								
November, 2025										
1	2	3	4	5	6	7				
8	9	10	11	12	13	14				
15	16	17	18	19	20	21				
22	23	24	25	26	27	28				
29	30	31								
December, 2025										
1	2	3	4	5	6	7				
8	9	10	11	12	13	14				
15	16	17	18	19	20	21				
22	23	24	25	26	27	28				
29	30	31								

Administrative Clerk I
Administrative Clerk II
Administrative Secretary I
Area Production Lead
Health Clerk
Instructional Media Resource Aide
School Administrative Assistant

CSEA:

Nirvana A. Buxtor

Print

Leo Good CSEA

Print

Leo Good

Print

Leo Good

Print

Date: 3-10-2025

Date: 3/11/2025

11 Months										
1-5 yrs	6-10 yrs	11-15 yrs	16-20 yrs	21-25 yrs	26+ yrs	Work Days	Holidays	Work Days	Holidays	211
3	5	7	9	11	13	21	18	21	18	211
Vacation Days with Approval										
3	5	7	9	11	13	21	18	21	18	211
Mandatory Vacation Days										
3	5	7	9	11	13	21	18	21	18	211
Non-Work Days										
3	5	7	9	11	13	21	18	21	18	211

M	T	W	Th	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
January, 2026										
1	2	3	4	5	6	7				1/1 - New Year's Day - Legal Holiday
8	9	10	11	12	13	14				
15	16	17	18	19	20	21				
22	23	24	25	26	27	28				1/19 - Martin Luther King Jr. - Legal Holiday
29	30	31								
February, 2026										
1	2	3	4	5	6	7				
8	9	10	11	12	13	14				
15	16	17	18	19	20	21				
22	23	24	25	26	27	28				
29	30	31								
March, 2026										
1	2	3	4	5	6	7				
8	9	10	11	12	13	14				
15	16	17	18	19	20	21				
22	23	24	25	26	27	28				
29	30	31								
April, 2026										
1	2	3	4	5	6	7				
8	9	10	11	12	13	14				
15	16	17	18	19	20	21				
22	23	24	25	26	27	28				
29	30	31								
May, 2026										
1	2	3	4	5	6	7				
8	9	10	11	12	13	14				
15	16	17	18	19	20	21				
22	23	24	25	26	27	28				
29	30	31								
June, 2026										
1	2	3	4	5	6	7				
8	9	10	11	12	13	14				
15	16	17	18	19	20	21				
22	23	24	25	26	27	28				
29	30	31								

SYSD:

Efrain Burciaga

Print

Efrain Burciaga

Print

Efrain Burciaga

Print

Efrain Burciaga

Print

Date: 3-10-2025

Date: 3-10-2025

2025-2026

12 Months

242

260 Work Year

Board Approved											
		Student Days		Work Days		Holidays		Vacation Days		Non-Wrk Days	
M	T	W	T	F							

7/14 - Independence Day - Legal Holiday			
1	2	3	4
7	8	9	10
14	15	16	17
21	22	23	24
28	29	30	31
4	22	1	0
0			

	August, 2025						
	1						
	4	5	6	7	8		
	11	12	13	14	15		
	18	19	20	21	22		
	25	26	27	28	29	21	
						0	0

September, 2025											
	1	2	3	4	5						
	8	9	10	11	12						9/1 - Labor Day - Legal Holiday
	15	16	17	18	19						
	22	23	24	25	26						
	29	30				14	21	1	0	0	9/22 - 10/6 Student Fall Break

October, 2025												
	1	2	3									
	6	7	8	9	10							
	13	14	15	16	17							
	20	21	22	23	24							
	27	28	29	30	31	19	23	0	0	0		

[illegible]

	December, 2025						
	1	2	3	4	5		
	8	9	10	11	12		12/22 - 12/23 Student Winter Break
	15	16	17	18	19		12/24 - Christmas Eve - Declared Holiday
	22	23	24	25	26		12/25 - Christmas Day - Legal Holiday
	29	30	31				12/30 - Floating Holiday
	15	19	4	0	0		12/31 - New Year's Eve - Declared Holiday

Accounts Payable Specialist
Accounting Technician II
Accounting Technician III
Administrative Secretary II
Administrative Secretary III
Buyer
Custodian
Data Reporting Analyst
Data Support Specialist
Delivery Person
District Translator & Interpreter
Gardener
Information Computer Specialist
Information Computer Analyst

CSEA:

CSEA: Nirvana A. Busto
Print
G. Busto
Sign
Date: _____

Date: _____

Sign

3/10/2025:

6/11/2019

3/11/2025

Print

2025

SAN YSIDRO SCHOOL DISTRICT TEACHER & SCHOOL NURSE WORK CALENDAR

2026

Fri. Minimum Day Meetings
(tentative, may be altered as
result of labor negotiations):

Month	M	T	W	TH	F	Student Days	Work Days	Holidays	
July 2025		1	2	3	4			7/4 - Independence Day - Legal Holiday	
	7	8	9	10	11			7/23 - Staff Development	
	14	15	16	17	18			7/24 - Teacher Prep	
	21	22	23	24	25			7/25 - AM Staff Development - PM Teacher Prep	
	28	29	30	31		4	7	7/28 - First Day for Students	
August 2025					(1)				Staff Mtg./Principal Directed
	4	5	6	7	(8)				Grade Level/Teacher Collaboration
	11	12	13	14	(15)				CCSS PLC/Principal Directed
	18	19	20	21	(22)				Tch. Prep/Individual Planning
	25	26	27	28	(29)	21	21		Staff Mtg./Principal Directed
September 2025	1	2	3	4	(5)			9/1 - Labor Day - Legal Holiday	Grade Level/Teacher Collaboration
	8	9	10	11	(12)				CCSS PLC/Principal Directed
	15	16	17	18	(19)			9/19 - Progress Report #1 (middle schools)	Tch. Prep/Individual Planning
	22	23	24	25	26			9/22 - 10/3 Fall Break	
	29	30				14	14		
October 2025	6	7	8	9	(10)			10/6 - AM Staff Development - PM Teacher Prep	Staff Mtg./Principal Directed
	13	14	15	16	(17)			10/7 - Students Return	Grade Level/Teacher Collaboration
	20	21	22	23	(24)			10/20 - 10/24 Preschool Parent Conferences	CCSS PLC/Principal Directed
	27	28	29	30	(31)	19	20	10/31 - End of first trimester (58 days - elementary schools)	Tch. Prep/Individual Planning
November 2025	3	4	5	6	(7)			11/11 - Veteran's Day - Legal Holiday	Staff Mtg./Principal Directed
	10	11	12	13	(14)			11/17 - 11/21 Parent Conferences	Grade Level/Teacher Collaboration
	17	18	19	20	(21)				
	24	25	26	27	28	14	14	11/27 - 11/28 - Thanksgiving - Legal & Declared Holidays	
December 2025	1	2	3	4	(5)			12/19 - End of first semester (87 days - middle schools)	CCSS PLC/Principal Directed
	8	9	10	11	(12)			12/22 - 1/9 Winter Break	Tch. Prep/Individual Planning
	15	16	17	18	(19)			12/24 - 12/25 - Christmas - Declared and Legal Holidays	Staff Mtg./Principal Directed
	22	23	24	25	26			12/30 - 12/31 - Declared Holidays	
	29	30	31			15	15		
January 2026	5	6	7	8	9			1/1 - New Year's Day - Legal Holiday	
	12	13	14	15	(16)			1/12 - AM Staff Development - PM Teacher Prep	Grade Level/Teacher Collaboration
	19	20	21	22	(23)			1/13 - Students Return	CCSS PLC/Principal Directed
	26	27	28	29	(30)	13	14	1/19 - Martin Luther King Jr. - Legal Holiday	Tch. Prep/Individual Planning
February 2026	2	3	4	5	(6)			2/13 - Lincoln Day - Legal Holiday	Staff Mtg./Principal Directed
	9	10	11	12	(13)			2/16 - Washington Day - Legal Holiday	Grade Level/Teacher Collaboration
	16	17	18	19	(20)				CCSS PLC/Principal Directed
	23	24	25	26	(27)	18	18		
March 2026	2	3	4	5	(6)			3/6 - End of second trimester (65 days - elementary schools)	Tch. Prep/Individual Planning
	9	10	11	12	(13)			3/13 - Progress Report #2 (middle schools)	Staff Mtg./Principal Directed
	16	17	18	19	(20)			3/16 - 3/20 Parent Conferences	
	23	24	25	26	27			3/23 - 4/3 Spring Break	
	30	31				15	15	3/30 - 3/31 - Cesar Chavez - Declared & Legal Holidays	
April 2026			1	2	3			4/6 - Students Return	Grade Level/Teacher Collaboration
	6	7	8	9	(10)			4/13 - 4/17 Preschool Parent Conferences	CCSS PLC/Principal Directed
	13	14	15	16	(17)				Tch. Prep/Individual Planning
	20	21	22	23	(24)	19	19		
May 2026					(1)				Staff Mtg./Principal Directed
	4	5	6	7	(8)				Grade Level/Teacher Collaboration
	11	12	13	14	(15)				CCSS PLC/Principal Directed
	18	19	20	21	(22)				Tch. Prep/Individual Planning
	25	26	27	28	(29)	20	20	5/25 - Memorial Day - Legal Holiday	Staff Mtg./Principal Directed
June 2026	1	2	3	4	(5)			6/10 - End of third trimester (57 days - elementary schools)	
	8	9	10	11	(12)			6/10 - End of second semester (93 days - middle schools)	
	15	16	17	18	(19)			6/11 - AM Staff Development - PM Teacher Prep	
	22	23	24	25	26			6/19 - Juneteenth - Legal Holiday	
	29	30				8	9		
						180	186		

◇ First/Last Day for Students

○ Student Minimum Days

□ Legal/Local Holidays

┌─┐ End of trimester / semester

△ Pupil free day (tentative - may be altered as result of labor negotiations)

School Closed

Board Approved:

Subject to modification if required by Collective Bargaining

SYEA:

SYSD:

Date: _____

Date: _____

2025

SAN YSIDRO SCHOOL DISTRICT
COUNSELORS

2026

Fri. Minimum Day Meetings
(tentative, may be altered as
result of labor negotiations):

Month	M	T	W	TH	F	Student Days	Work Days	Holidays	
July 2025		1	2	3	4			7/4 - Independence Day - Legal Holiday	
	7	8	9	10	11				
	14	15	16	17	18			7/25 - AM Staff Development - PM Prep	
	21	22	23	24	25			7/28 - First Day for Students	
	28	29	30	31		4	10		
August 2025					(1)				Staff Mtg./Principal Directed
	4	5	6	7	(8)				
	11	12	13	14	(15)				
	18	19	20	21	(22)				
	25	26	27	28	(29)	21	21		Staff Mtg./Principal Directed
September 2025	1	2	3	4	(5)			9/1 - Labor Day - Legal Holiday	
	8	9	10	11	(12)			9/19 - Progress Report #1 (middle schools)	
	15	16	17	18	(19)			9/22 - 10/3 Fall Break	
	22	23	24	25	26				
	29	30				14	14		
October 2025	6	7	8	9	(10)			10/6 - AM Staff Development - PM Prep	
	13	14	15	16	(17)			10/7 - Students Return	Staff Mtg./Principal Directed
	20	21	22	23	(24)			10/20 - 10/24 Preschool Parent Conferences	
	27	28	29	30	(31)	19	20	10/31 - End of first trimester (58 days - elementary schools)	
November 2025	3	4	5	6	(7)			11/11 - Veteran's Day - Legal Holiday	Staff Mtg./Principal Directed
	10	11	12	13	(14)			11/17 - 11/21 Parent Conferences	
	17	18	19	20	(21)			11/27 - 11/28 - Thanksgiving - Legal & Declared Holidays	
	24	25	26	27	28	14	14		
December 2025	1	2	3	4	(5)			12/19 - End of first semester (87 days - middle schools)	
	8	9	10	11	(12)			12/22 - 1/9 Winter Break	Staff Mtg./Principal Directed
	15	16	17	18	(19)			12/24 - 12/25 - Christmas - Declared and Legal Holidays	
	22	23	24	25	26			12/30 - 12/31 - Declared Holidays	
	29	30	31			15	15		
January 2026	5	6	7	8	9			1/1 - New Year's Day - Legal Holiday	
	12	13	14	15	(16)			1/12 - AM Staff Development - PM Prep	
	19	20	21	22	(23)			1/13 - Students Return	
	26	27	28	29	(30)	13	14	1/19 - Martin Luther King Jr. - Legal Holiday	
February 2026	2	3	4	5	(6)				Staff Mtg./Principal Directed
	9	10	11	12	13			2/13 - Lincoln Day - Legal Holiday	
	16	17	18	19	(20)			2/16 - Washington Day - Legal Holiday	
	23	24	25	26	(27)	18	18		
March 2026	2	3	4	5	(6)			3/6 - End of second trimester (65 days - elementary schools)	
	9	10	11	12	(13)			3/13 - Progress Report #2 (middle schools)	Staff Mtg./Principal Directed
	16	17	18	19	(20)			3/16 - 3/20 Parent Conferences	
	23	24	25	26	27			3/23 - 4/3 Spring Break	
	30	31				15	15	3/30 - 3/31 - Cesar Chavez - Declared & Legal Holidays	
April 2026			1	2	3				
	6	7	8	9	(10)			4/6 - Students Return	
	13	14	15	16	(17)			4/13 - 4/17 Preschool Parent Conferences	
	20	21	22	23	(24)	19	19		
	27	28	29	30					
May 2026					(1)				Staff Mtg./Principal Directed
	4	5	6	7	(8)				
	11	12	13	14	(15)				
	18	19	20	21	(22)				
	25	26	27	28	(29)	20	20	5/25 - Memorial Day - Legal Holiday	Staff Mtg./Principal Directed
June 2026	1	2	3	4	(5)			6/10 - End of third trimester (57 days - elementary schools)	
	8	9	10	11	(12)			6/10 - End of second semester (93 days - middle schools)	
	15	16	17	18	(19)			6/11 - AM Staff Development - PM Prep	
	22	23	24	25	26			6/19 - Juneteenth - Legal Holiday	
	29	30				8	11		
						180	191		

◇ First/Last Day for Students ○ Student Minimum Days □ Legal/Local Holidays
 [] End of trimester / semester △ Pupil free day (tentative-may be altered as result of labor negotiations)

School Closed

Board Approved:

Subject to modification if required by Collective Bargaining

SYEA:

SYSD:

Date: _____

Date: _____

2025

SAN YSIDRO SCHOOL DISTRICT
PSYCHOLOGISTS

2026

Fri. Minimum Day Meetings
(tentative, may be altered as
result of labor negotiations):

Month	M	T	W	TH	F	Student Days	Work Days	Holidays	
July 2025		1	2	3	4			7/4 - Independence Day - Legal Holiday	
	7	8	9	10	11				
	14	15	16	17	18			7/25 - AM Staff Development - PM Prep	
	21	22	23	24	25			7/28 - First Day for Students	
	28	29	30	31		4	9		
August 2025					(1)				Staff Mtg./Principal Directed
	4	5	6	7	(8)				
	11	12	13	14	(15)				
	18	19	20	21	(22)				
	25	26	27	28	(29)	21	21		Staff Mtg./Principal Directed
September 2025	1	2	3	4	(5)			9/1 - Labor Day - Legal Holiday	
	8	9	10	11	(12)			9/19 - Progress Report #1 (middle schools)	
	15	16	17	18	(19)			9/22 - 10/3 Fall Break	
	22	23	24	25	26				
	29	30				14	14		
October 2025	6	7	8	9	(10)			10/6 - AM Staff Development - PM Prep	
	13	14	15	16	(17)			10/7 - Students Return	Staff Mtg./Principal Directed
	20	21	22	23	(24)			10/20 - 10/24 Preschool Parent Conferences	
	27	28	29	30	(31)	19	20	10/31 - End of first trimester (58 days - elementary schools)	
November 2025	3	4	5	6	(7)				Staff Mtg./Principal Directed
	10	11	12	13	(14)			11/11 - Veteran's Day - Legal Holiday	
	17	18	19	20	(21)			11/17 - 11/21 Parent Conferences	
	24	25	26	27	28	14	14	11/27 - 11/28 - Thanksgiving - Legal & Declared Holidays	
December 2025	1	2	3	4	(5)				
	8	9	10	11	(12)			12/19 - End of first semester (87 days - middle schools)	
	15	16	17	18	(19)			12/22 - 1/9 Winter Break	Staff Mtg./Principal Directed
	22	23	24	25	26			12/24 - 12/25 - Christmas - Declared and Legal Holidays	
	29	30	31			15	15	12/30 - 12/31 - Declared Holidays	
January 2026	5	6	7	8	9			1/1 - New Year's Day - Legal Holiday	
	12	13	14	15	(16)			1/12 - AM Staff Development - PM Prep	
	19	20	21	22	(23)			1/13 - Students Return	
	26	27	28	29	(30)	13	14	1/19 - Martin Luther King Jr. - Legal Holiday	
February 2026	2	3	4	5	(6)				Staff Mtg./Principal Directed
	9	10	11	12	13			2/13 - Lincoln Day - Legal Holiday	
	16	17	18	19	(20)			2/16 - Washington Day - Legal Holiday	
	23	24	25	26	(27)	18	18		
March 2026	2	3	4	5	(6)			3/6 - End of second trimester (65 days - elementary schools)	
	9	10	11	12	(13)			3/13 - Progress Report #2 (middle schools)	Staff Mtg./Principal Directed
	16	17	18	19	(20)			3/16 - 3/20 Parent Conferences	
	23	24	25	26	27			3/23 - 4/3 Spring Break	
	30	31				15	15	3/30 - 3/31 - Cesar Chavez - Declared & Legal Holidays	
April 2026			1	2	3				
	6	7	8	9	(10)			4/6 - Students Return	
	13	14	15	16	(17)			4/13 - 4/17 Preschool Parent Conferences	
	20	21	22	23	(24)	19	19		
	27	28	29	30					
May 2026					(1)				Staff Mtg./Principal Directed
	4	5	6	7	(8)				
	11	12	13	14	(15)				
	18	19	20	21	(22)				
	25	26	27	28	(29)	20	20	5/25 - Memorial Day - Legal Holiday	Staff Mtg./Principal Directed
June 2026	1	2	3	4	(5)			6/10 - End of third trimester (57 days - elementary schools)	
	8	9	10	11	(12)			6/10 - End of second semester (93 days - middle schools)	
	15	16	17	18	(19)			6/11 - AM Staff Development - PM Prep	
	22	23	24	25	26			6/19 - Juneteenth - Legal Holiday	
	29	30				8	12		
						180	191		

◇ First/Last Day for Students ○ Student Minimum Days □ Legal/Local Holidays
 [] End of trimester / semester ▲ Pupil free day (tentative-may be altered as result of labor negotiations)

School Closed

Board Approved:

Subject to modification if required by Collective Bargaining

SYEA:

SYSD:

Date: _____

Date: _____

2025

SAN YSIDRO SCHOOL DISTRICT SOCIAL WORKERS/LANGUAGE, SPEECH & HEARING SPECIALISTS

2026

Fri. Minimum Day Meetings
(tentative, may be altered as
result of labor negotiations):

Month	M	T	W	TH	F	Student Days	Work Days	Holidays	
July 2025		1	2	3	4			7/4 - Independence Day - Legal Holiday	
	7	8	9	10	11				
	14	15	16	17	18			7/25 - AM Staff Development - PM Prep	
	21	22	23	24	25			7/28 - First Day for Students	
	28	29	30	31		4	7		
August 2025					(1)				Staff Mtg./Principal Directed
	4	5	6	7	(8)				
	11	12	13	14	(15)				
	18	19	20	21	(22)				
	25	26	27	28	(29)	21	21		Staff Mtg./Principal Directed
September 2025	1	2	3	4	(5)			9/1 - Labor Day - Legal Holiday	
	8	9	10	11	(12)			9/19 - Progress Report #1 (middle schools)	
	15	16	17	18	(19)			9/22 - 10/3 Fall Break	
	22	23	24	25	26				
	29	30				14	14		
October 2025	6	7	8	9	(10)			10/6 - AM Staff Development - PM Prep	
	13	14	15	16	(17)			10/7 - Students Return	Staff Mtg./Principal Directed
	20	21	22	23	(24)			10/20 - 10/24 Preschool Parent Conferences	
	27	28	29	30	(31)	19	20	10/31 - End of first trimester (58 days - elementary schools)	
November 2025	3	4	5	6	(7)				Staff Mtg./Principal Directed
	10	11	12	13	(14)			11/11 - Veteran's Day - Legal Holiday	
	17	18	19	20	(21)			11/17 - 11/21 Parent Conferences	
	24	25	26	27	28	14	14	11/27 - 11/28 - Thanksgiving - Legal & Declared Holidays	
December 2025	1	2	3	4	(5)				
	8	9	10	11	(12)			12/19 - End of first semester (87 days - middle schools)	
	15	16	17	18	(19)			12/22 - 1/9 Winter Break	Staff Mtg./Principal Directed
	22	23	24	25	26			12/24 - 12/25 - Christmas - Declared and Legal Holidays	
	29	30	31			15	15	12/30 - 12/31 - Declared Holidays	
January 2026	5	6	7	8	9			1/1 - New Year's Day - Legal Holiday	
	12	13	14	15	(16)			1/12 - AM Staff Development - PM Prep	
	19	20	21	22	(23)			1/13 - Students Return	
	26	27	28	29	(30)	13	14	1/19 - Martin Luther King Jr. - Legal Holiday	
February 2026	2	3	4	5	(6)				Staff Mtg./Principal Directed
	9	10	11	12	13			2/13 - Lincoln Day - Legal Holiday	
	16	17	18	19	(20)			2/16 - Washington Day - Legal Holiday	
	23	24	25	26	(27)	18	18		
March 2026	2	3	4	5	(6)			3/6 - End of second trimester (65 days - elementary schools)	
	9	10	11	12	(13)			3/13 - Progress Report #2 (middle schools)	Staff Mtg./Principal Directed
	16	17	18	19	(20)			3/16 - 3/20 Parent Conferences	
	23	24	25	26	27			3/23 - 4/3 Spring Break	
	30	31				15	15	3/30 - 3/31 - Cesar Chavez - Declared & Legal Holidays	
April 2026			1	2	3				
	6	7	8	9	(10)			4/6 - Students Return	
	13	14	15	16	(17)			4/13 - 4/17 Preschool Parent Conferences	
	20	21	22	23	(24)	19	19		
	27	28	29	30					
May 2026					(1)				Staff Mtg./Principal Directed
	4	5	6	7	(8)				
	11	12	13	14	(15)				
	18	19	20	21	(22)				
	25	26	27	28	(29)	20	20	5/25 - Memorial Day - Legal Holiday	Staff Mtg./Principal Directed
June 2026	1	2	3	4	(5)			6/10 - End of third trimester (57 days - elementary schools)	
	8	9	10	11	(12)			6/10 - End of second semester (93 days - middle schools)	
	15	16	17	18	(19)			6/11 - AM Staff Development - PM Prep	
	22	23	24	25	26			6/19 - Juneteenth - Legal Holiday	
	29	30				8	14		
						180	191		

◇ First/Last Day for Students ○ Student Minimum Days □ Legal/Local Holidays
 [] End of trimester / semester ▲ Pupil free day (tentative - may be altered as result of labor negotiations)

School Closed

Board Approved:

Subject to modification if required by Collective Bargaining

SYEA:

SYSD:

Date: _____

Date: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 10, 2025

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

FROM:
Human Resources
Efrain Burciaga, Director

☐ Informational
☒ Action

AGENDA ITEM: DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

BACKGROUND INFORMATION:

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

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

RECOMMENDATION:

Approve the Declaration of Need for Fully Qualified Educators, in specific areas which are difficult to fill for the 2025-2026 school year.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☐ Yes ☒ No

Are funds for this item available in the 2024-2025 Budget?

☐ Yes ☐ No

Requisition #

--

N/A

(Amount)

--

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: _____

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: _____ District CDS Code: _____

Name of County: _____ County CDS Code: _____

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

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

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

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

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

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

Name *Signature* *Title*

<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
-------------------	-------------------------	-------------

Mailing Address

E-Mail Address

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

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

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

The declaration shall remain in force until June 30, _____.

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

Submitted by Superintendent, Director, or Designee:

_____ <i>Name</i>	_____ <i>Signature</i>	_____ <i>Title</i>
_____ <i>Fax Number</i>	_____ <i>Telephone Number</i>	_____ <i>Date</i>
_____ <i>Mailing Address</i>		
_____ <i>E-Mail Address</i>		

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

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

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

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

Type of Emergency Permit

Estimated Number Needed

CLAD/English Learner Authorization (applicant already holds teaching credential)

Bilingual Authorization (applicant already holds teaching credential)

List target language(s) for bilingual authorization:

Resource Specialist

Teacher Librarian Services

Emergency Transitional Kindergarten (ETK)

LIMITED ASSIGNMENT PERMITS

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

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

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

Authorizations for Single Subject Limited Assignment Permits

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	
Art		Music	
Business		Physical Education	
Dance		Science: Biological Sciences	
English		Science: Chemistry	
Foundational-Level Math		Science: Geoscience	
Foundational-Level Science		Science: Physics	
Health		Social Science	
Home Economics		Theater	
Industrial & Technology Education		World Languages (specify)	

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

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

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

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

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

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

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

If yes, list each college or university with which you participate in an internship program.

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



CURRICULUM AND INSTRUCTION

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 10, 2025

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

FROM:
Educational Services
Manuel Bojorquez, Assistant
Superintendent

☐ Informational
☒ Action

AGENDA ITEM: 24TH ANNUAL LEADERSHIP IN BILITERACY SYMPOSIUM

BACKGROUND INFORMATION:

The 24th Annual Leadership in Biliteracy Symposium is an award celebration that acknowledges individuals who have made significant contributions in promoting biliteracy for our students. Awards are presented to district honorees from each participating district, which may include teachers, parents, support staff, administrators, and governing board members. This event will take place on Thursday, May 1, 2025, at the La Jolla Marriott Hotel.

Nomination forms were reviewed to select the district honoree; whose name was forwarded to the San Diego County Office of Education to be recognized at the 24th Annual Leadership in Biliteracy Symposium.

RECOMMENDATION:

Approve the attendance of up to five (5) staff members to accompany the district honoree at the 24th Annual Leadership in Biliteracy Symposium to be held in La Jolla, CA on May 1, 2025, at the cost of \$650.00 from the Title III fund.

LCAP GOAL AND ACTION/SERVICE:

N/A

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes ☐ No

Requisition #

\$650.00

(Amount)

Title III Funds

(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

BOARD MEETING DATE: April 10, 2025

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

FROM:
Educational Services
Manuel Bojorquez, Assistant
Superintendent

☐ Informational
☒ Action

AGENDA ITEM: RENEWAL OF THE TITLE I CRATE AND PLAN4 LEARNING SOFTWARE
FROM 806 TECHNOLOGIES, INC.

BACKGROUND INFORMATION:

806 Technologies, Inc. is a leading innovator of software tools specifically designed for school districts to monitor, collect, validate, and manage Federal compliance using Title1Crate and Plan4Learning so districts are prepared for State and Federal Compliance Monitoring.

The TitleICrate Program has been an excellent tool when preparing for Federal Program Monitoring (FPM) and the Plan4Learning Software is a great support for school principals when preparing their School Plan for Student Achievement.

Educational Services would like to renew the software access from 806 Technologies, Inc. for the 2025-26 school year.

Cost implications include: \$5,400.00 for TitleICrate + \$2,100.00 for Plan4Learning.

RECOMMENDATION:

Approve the renewal of TitleICrate and Plan4Learning software from 806 Technologies, Inc. for the 2025-26 school year at the total cost of \$7,500.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.4: *State & Federal Program Monitoring* ~ Focus on rigorous data analysis, evaluating program effectiveness, and closely monitoring the progress of unduplicated students. The purpose will be to accelerate academic growth, ensuring every student receives the support they need to thrive. Resources will be given to support staff to monitor this data.

☒ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other**

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2025-2026 Budget?

☒ Yes ☐ No

Requisition #

\$7,500.00

(Amount)

General fund

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

ESTIMATE

806 TECHNOLOGIES, INC.
5760 Legacy Drive
Suite B3-176
Plano, TX 75024

accounting@806technologies.com
+1 (877) 331-6160
http://www.806technologies.com



Bill to
San Ysidro School District (CA)
4350 Otay Mesa Rd
San Ysidro, CA 92173

Estimate details
Estimate no.: 00224586
Estimate date: 02/13/2025
School Year Start Date: July 1, 2025
School Year End Date: June 30, 2026

#	Product or service	Description	Qty	Rate	Amount
1.	Title1Crate - District - Renewal	Crate for Federal Programs Documentation - District	1	\$600.00	\$600.00
2.	Title1Crate - Campus - Renewal	Crate for Federal Programs Documentation - Campus	8	\$600.00	\$4,800.00
3.	LCAP	Plan4Learning - California District Improvement Planning Software - COMPLIMENTARY	1	\$0.00	\$0.00
4.	SPSA	Plan4Learning - California School Plan for Student Achievement	7	\$300.00	\$2,100.00

Total \$7,500.00

Note to customer
This estimate is for the 2025-26 school year.

Accepted date Accepted by

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 10, 2025

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

FROM:
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 April 10, 2025, Board meeting:

- 2025 California Community Schools EMPOWER Summit - *Revised*
- California Statewide Homeless Education Conference - *Revised*
- San Diego County Administrators of Special Education (SANDCASE)
- San Diego Math Leaders' Summit 2025
- School Climate Conference - *Revised*

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

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes ☐ No

Requisition #

APPROXIMATE COST
\$13,340.00

(Amount)

McKinney-Vento and CSI Funds
and Community Schools Grant

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Professional Development Backup Information – April 10, 2025

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Veronica Medina, Rodrigo Amezquita, Frankie Asio, Elizabeth Gomez <i>Revised: Removed some participants</i>	2025 Community Schools EMPOWER Summit	Fresno, CA	June 12-13, 2025	\$4,640.00	Community Schools Grant
Manuel Bojorquez, Adriana Garcia, Maida Gonzalez, Marisela Gonzalez, Rodrigo Amezquita, Nirvana Bustos, Darlene Herbert <i>Revised: Additional participants</i>	California Statewide Homeless Education Conference	San Diego	May 8-9, 2025	\$3,500.00	McKinney- Vento Fund
2 staff members from Special Education (TBD)	San Diego County Administrators of Special Education (SANDCASE)	SDCOE	May 16, 2025	\$0	N/A
Adriana Aguilar, Principals (TBD)	San Diego Math Leaders Summit 2025	SDCOE	May 13, 2025	\$0	N/A
Laura English, Adriana Garcia, Jedzida Herron, Rayna Leonor <i>Revised: Additional participants</i>	School Climate Conference	Temecula, CA	April 23-25, 2025	\$5,200.00	CSI Fund



BUSINESS

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 10, 2025

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: PURCHASING REPORT

BACKGROUND INFORMATION:

In order for the District to conduct the educational programs, expenditures are necessary. The function of a purchase order is to obtain pre-approval for expenses and reserve 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 #9 (March 1, 2025 through March 31, 2025): ▪ General Fund: 0000012781-0000012786, 0000012788-0000012816, 0000012823-0000012826, 0000012828-0000012836, 0000012842-0000012866 ▪ Child Development Fund: 0000012817-0000012818, 0000012820, 0000012822, 0000012827 ▪ Child Nutrition Fund: 0000012819, 0000012821 Building Measure U Fund: 0000012787, 0000012837, 0000012839 ▪ Building Measure T Fund: 0000012840 ▪ Capital Projects Fund: 0000012838, 0000012841

RECOMMENDATION:

Approve/Ratify the purchase orders incurred by the District during the month of March 2025.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes ☐ No

Requisition #

\$4,399,124.32

(Amount)

As listed above

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

PURCHASE ORDER REPORT (03/01/25 - 03/31/25)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
3/3/2025	0000012781	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300011	062	49.53
3/3/2025	0000012782	000535	SCHOOL SPECIALTY	OFFICE SUPPLIES	0100	0000000	4300001	012	269.10
3/3/2025	0000012783	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	025	337.15
3/3/2025	0000012784	002386	RENAISSANCE LEARNING INC.	CONTRACTED SERVICES	0100	3010000	5800006	016	9,208.80
3/3/2025	0000012785	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	025	713.79
3/3/2025	0000012786	0000000606	KEYGUARD ASSISTIVE TECHNOLOGY	INSTRUCTIONAL MATERIALS	0100	9010056	4300001	054	114.06
3/4/2025	0000012788	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	5,248.28
3/4/2025	0000012789	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	737.08
3/4/2025	0000012790	0000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	8150000	5600005	068	2,790.47
3/4/2025	0000012791	002721	CALIFORNIA ELECTRIC SUPPLY	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	4,078.13
3/4/2025	0000012792	0000001178	SCHLOYER EDUCATIONAL	PROFESSIONAL SERVICES	0100	6500000	5800010	054	5,000.00
3/5/2025	0000012793	0000000131	FORENSIC ANALYTICAL CONSULTING	CONTRACTED SERVICES	0100	8150000	5600005	070	2,900.00
3/5/2025	0000012794	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	447.46
3/5/2025	0000012795	000535	SCHOOL SPECIALTY	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	025	175.85
3/5/2025	0000012796	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	133.87
3/5/2025	0000012797	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	025	923.20
3/5/2025	0000012798	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	220.76
3/5/2025	0000012799	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	061	912.30
3/5/2025	0000012800	0000000904	BUILDING RESOURCES	PROFESSIONAL SERVICES	0100	9010044	5800010	080	1,560,000.00
3/5/2025	0000012801	0000000904	BUILDING RESOURCES	PROFESSIONAL SERVICES	0100	9010045	5800010	080	2,325,000.00
3/5/2025	0000012802	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	385.68
3/5/2025	0000012803	003377	SOUTHWEST SCHOOL & OFFICE	OFFICE SUPPLIES	0100	0000000	4300011	061	423.35
3/6/2025	0000012804	001785	CHULA VISTA PHOTO STUDIO	CONTRACTED SERVICES	0100	0000000	5800010	064	143.54
3/6/2025	0000012805	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	557.47
3/6/2025	0000012806	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	396.26
3/6/2025	0000012807	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	1,386.78
3/7/2025	0000012808	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	8150000	4300011	070	396.23
3/7/2025	0000012809	000136	WAXIE SANITARY SUPPLY	TRANSPORTATION SUPPLIES	0100	8150000	4300014	068	172.29
3/7/2025	0000012810	002355	I B TROPHIES & AWARDS	OFFICE MATERIALS	0100	0000000	4300000	025	93.15
3/7/2025	0000012811	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	161.24
3/7/2025	0000012812	000273	SCHOLASTIC , INC	INSTRUCTIONAL MATERIALS	0100	3182000	4200000	012	1,000.00
3/7/2025	0000012813	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	569.91
3/7/2025	0000012814	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY MATERIALS	0100	3010000	4300001	024	1,698.23
3/10/2025	0000012815	004678	AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES	0100	8150000	4300011	070	74.15
3/10/2025	0000012815	004678	AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES	0100	8150000	4300014	068	357.09
3/11/2025	0000012816	001093	KONE INC	CONTRACTED SERVICES	0100	8150000	5600005	070	872.86

PURCHASE ORDER REPORT (03/01/25 - 03/31/25)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
3/13/2025	0000012823	0000000048	RAPHAELS PARTY RENTALS INC.	CONTRACTED SERVICES	0100	0000002	5600000	050	14,668.02
3/13/2025	0000012824	003377	SOUTHWEST SCHOOL & OFFICE	OFFICE SUPPLIES	0100	0000000	4300001	022	1,693.40
3/13/2025	0000012825	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	1,163.70
3/13/2025	0000012826	002580	COOLE SCHOOL	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	025	2,065.57
3/13/2025	0000012828	0000000961	APCD	CONTRACTED SERVICES	0100	8150000	5600005	070	652.00
3/14/2025	0000012829	003934	ANYTIME SIGN SOLUTION, INC	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	2,622.80
3/14/2025	0000012830	0000000761	EVERYDAY SPEECH LLC	INSTRUCTIONAL MATERIALS	0100	5640000	4300000	054	399.00
3/17/2025	0000012831	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	4127000	4300000	061	701.79
3/17/2025	0000012832	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	4127000	4300000	061	914.16
3/19/2025	0000012833	004798	VORTEX INDUSTRIES, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	1,458.30
3/19/2025	0000012834	003722	PEARSON	INSTRUCTIONAL MATERIALS	0100	9010056	4300003	054	1,465.12
3/19/2025	0000012835	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	9010056	4300001	054	191.16
3/19/2025	0000012836	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL MATERIALS	0100	9010056	4300003	054	1,525.75
3/20/2025	0000012842	001012	CDW GOVERNMENT LLC	CONTRACTED SERVICES	0100	0000000	5800006	061	35,090.00
3/20/2025	0000012843	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	0100	0000000	4300011	061	270.09
3/21/2025	0000012844	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	218.04
3/21/2025	0000012845	004548	MONTGOMERY HARDWARE CO.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	1,542.35
3/21/2025	0000012846	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	228.50
3/21/2025	0000012847	003722	PEARSON	INSTRUCTIONAL MATERIALS	0100	9010056	4300003	054	3,527.49
3/21/2025	0000012848	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	307.69
3/21/2025	0000012849	002772	SCHOLASTIC BOOK FAIR	CONTRACTED SERVICES	0100	0300008	4300001	022	759.92
3/21/2025	0000012850	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	691.88
3/21/2025	0000012851	004045	EDUPOINT EDUCATIONAL SYSTEMS	CONTRACTED SERVICES	0100	0000000	5800006	067	29,864.44
3/21/2025	0000012852	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	2600000	4300001	061	725.30
3/24/2025	0000012853	0000000854	SUN DIEGO CHARTER	CONTRACTED SERVICES	0100	2600000	5800018	061	5,616.00
3/25/2025	0000012854	004678	AMAZON CAPITAL SERVICES	INSTRUTIONAL MATERIALS	0100	2600000	4300001	061	754.59
3/25/2025	0000012855	0000000854	SUN DIEGO CHARTER	CONTRACTED SERVICES	0100	0980011	5800017	024	3,744.00
3/25/2025	0000012856	0000000499	SCHOOLOUTLET.COM	CLASSROOM MATERIALS	0100	1100000	4300001	080	4,519.04
3/26/2025	0000012857	003102	SAN DIEGO COUNTY SCHOOL BOARDS	REGISTRATION FEES	0100	0000000	5800010	064	2,520.00
3/26/2025	0000012858	004678	AMAZON CAPITAL SERVICES	OFFICE MATERIALS	0100	0000000	4300001	024	224.90
3/26/2025	0000012859	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	510.73
3/26/2025	0000012860	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	9010056	4300001	054	200.08
3/26/2025	0000012861	004678	AMAZON CAPITAL SERVICES	PUBLICATION SUPPLIES	0100	0000000	4300050	073	131.35
3/26/2025	0000012862	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	061	812.51
3/26/2025	0000012863	000273	SCHOLASTIC , INC	INSTRUCTIONAL MATERIALS	0100	3182000	4200000	012	1,069.89
3/26/2025	0000012864	004792	FUN AND FUNCTION, LLC	INSTRUCTIONAL MATERIALS	0100	9010056	4300001	054	295.74

PURCHASE ORDER REPORT (03/01/25 - 03/31/25)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
3/26/2025	0000012865	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	4127000	4300000	061	447.41
3/26/2025	0000012866	004678	AMAZON CAPITAL SERVICES	OFFICE MATERIALS	0100	0000000	4300001	024	551.28
Total for 0100									4,052,092.05
3/11/2025	0000012817	000535	SCHOOL SPECIALTY	INSTRUCTIONAL MATERIALS	1200	6105000	4300001	076	268.92
3/11/2025	0000012818	000809	OFFICE DEPOT	OFFICE SUPPLIES	1200	6105000	4300001	076	236.16
3/11/2025	0000012820	000146	LAKESHORE	INSTRUCTIONAL MATERIALS	1200	9024002	4300001	076	612.13
3/12/2025	0000012822	003377	SOUTHWEST SCHOOL & OFFICE	OFFICE SUPPLIES	1200	6105000	4300001	076	423.35
3/13/2025	0000012827	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL MATERIALS	1200	6105000	4300001	076	204.44
Total for 1200									1,745.00
3/11/2025	0000012819	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	4300011	085	1,481.80
3/12/2025	0000012821	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	1300	5310000	4300011	085	580.24
Total for 1300									2,062.04
3/4/2025	0000012787	0000001191	AVIDEX INDUSTRIES, LLC	PROFESSIONAL SERVICES	2133	9010314	6200050	322	9,415.23
3/20/2025	0000012837	0000000030	DEPARTMENT OF GENERAL SERVICES	PROFESSIONAL SERVICES	2133	9010314	6200020	322	231,000.00
3/20/2025	0000012839	0000001129	PLACEWORKS	PROFESSIONAL SERVICES	2133	9010314	6100005	322	19,450.00
Total for 2133									259,865.23
3/20/2025	0000012840	0000001129	PLACEWORKS	PROFESSIONAL SERVICES	2139	9010305	6100005	311	45,110.00
Total for 2139									45,110.00
3/20/2025	0000012838	0000000223	NINYO & MOORE	PROFESSIONAL SERVICES	4000	9010315	6100040	376	15,750.00
3/20/2025	0000012841	0000001193	UES PROFESSIONAL SOLUTIONS, INC	PROFESSIONAL SERVICES	4000	9010315	6200040	376	22,500.00
Total for 4000									38,250.00
Grand Total									4,399,124.32

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 10, 2025

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: EXPENDITURE REPORT

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 San Diego County Office of Education then returned to the Business Services Department for signature.

The following are expenditures incurred by the District during the period of March 1, 2025 through March 31, 2025 with checks #14-263631 through #14-276179 for total expenditure of \$2,241,994.54 from the following sources:

General Fund - \$1,547,717.04
Child Development Fund - \$5,499.95
Child Nutrition Fund - \$185,358.93
Building Fund Prop - \$ 381,198.03
Capital Facilities Fund - \$122,220.59

RECOMMENDATION:

Approve/Ratify the expenditures incurred by the District during the month of March 2025.

2LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No.: Base Services and Safety

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

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

\$2,241,994.54

(Amount)

Various (see above)

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Expenditure Repost
3/1/2025-3/31/2025

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14263631	JOHNSON CONTROLS	3/3/2025	3709.03	0100	CONTRACTED SERVICES
14265075	RICK QUINTANA	3/6/2025	67.88	0100	REIMBURSEMENT
14265076	VECTOR USA	3/6/2025	9033.92	0100	PROFESSIONAL SERVICES
14265077	SUNBELT RENTALS, INC.	3/6/2025	475.26	0100	CONTRACTED SERVICES
14265078	BMR HEALTH SERVICES, INC	3/6/2025	36420.00	0100	PROFESSIONAL SERVICES
14265079	CATALINA JAUREGUI	3/6/2025	32.34	0100	MILEAGE
14265080	AMERGIS HEALTHCARE STAFFING	3/6/2025	73378.33	0100	PROFESSIONAL SERVICES
14265081	4IMPRINT, INC.	3/6/2025	494.23	0100	INSTRUCTIONAL MATERIALS
14265082	AMBER SANCES	3/6/2025	216.44	0100	MILEAGE
14265083	DALE SCOTT & COMPANY, INC.	3/6/2025	4115.55	0100	PROFESSIONAL SERVICES
14265084	DELTAMATH SOLUTIONS INC	3/6/2025	1260.00	0100	CONTRACTED SERVICES
14265085	SOLIAN HEALTH LLC	3/6/2025	8820.00	0100	PROFESSIONAL SERVICES
14265086	EMILY N STEWART CONSULTING	3/6/2025	7500.00	0100	CONTRACTED SERVICES
14265087	T-MOBILE	3/6/2025	3156.73	0100	CONTRACTED SERVICES
14265088	MICHAEL FERGUSON	3/6/2025	15900.00	0100	PROFESSIONAL SERVICES
14265089	TIER ONE MECHANICAL, INC	3/6/2025	2393.06	0100	CONTRACTED SERVICES
14265090	GREGORY SHERMAN	3/6/2025	607.79	0100	REIMBURSEMENT
14265091	SO-CAL RATTLESNAKE REMOVAL	3/6/2025	1750.00	0100	CONTRACTED SERVICES
14265092	ARTREACH	3/6/2025	2000.00	0100	CONTRACTED SERVICES
14265093	QUENCH USA, INC	3/6/2025	60.00	0100	CONTRACTED SERVICES
14265094	TANIA ALTAMIRANO	3/6/2025	735.00	0100	MILEAGE
14265095	GUARDIAN HELMETS	3/6/2025	168.29	0100	INSTRUCTIONAL MATERIALS
14265096	SCHLOYER EDUCATIONAL	3/6/2025	1937.50	0100	PROFESSIONAL SERVICES
14265097	THE OHIO STATE UNIVERSITY	3/6/2025	1750.00	0100	LICENSING FEES
14265098	CITY TREASURER	3/6/2025	14447.81	0100	UTILITIES
14265099	SCHOLASTIC , INC	3/6/2025	1217.14	0100	INSTRUCTIONAL MATERIALS
14265100	GRAINGER	3/6/2025	718.55	0100	MAINTENANCE SUPPLIES
14265101	WESTERN PSYCHOLOGICAL SERVICES	3/6/2025	1691.36	0100	INSTRUCTIONAL MATERIALS
14265103	REPUBLIC SERVICES	3/6/2025	38166.09	0100	UTILITIES
14265104	WILLIAM V. MAC GILL & CO.	3/6/2025	198.46	0100	MEDICAL SUPPLIES
14265105	CABE	3/6/2025	6655.00	0100	REGISTRATION FEES
14265106	RENAISSANCE LEARNING INC.	3/6/2025	9208.80	0100	CONTRACTED SERVICES
14265107	AT&T	3/6/2025	8229.52	0100	UTILITIES

Expenditure Repost
3/1/2025-3/31/2025

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14265108	SAN YSIDRO SCHOOL DISTRICT	3/6/2025	8173.61	0100	PCARD REPLENISH
14265109	OPTIMUM FLOORCARE	3/6/2025	107.31	0100	CUSTODIAL MATERIALS
14265110	PRO POWER	3/6/2025	1126.87	0100	GROUPS SUPPLIES
14265111	SOUTH BAY COMMUNITY SERVICES	3/6/2025	54670.00	0100	PROFESSIONAL SERVICES
14267124	BEE BEST BEE REMOVAL, INC	3/10/2025	1398.00	0100	CONTRACTED SERVICES
14267125	AMERGIS HEALTHCARE STAFFING	3/10/2025	64471.50	0100	PROFESSIONAL SERVICES
14267126	EDTHEORY LLC	3/10/2025	13528.00	0100	PROFESSIONAL SERVICES
14267127	BUILDING RESOURCES	3/10/2025	359943.12	0100	PROFESSIONAL SERVICES
14267128	OPTIMIZON	3/10/2025	1250.00	0100	CONTRACTED SERVICES
14267129	ARTREACH	3/10/2025	2000.00	0100	CONTRACTED SERVICES
14267130	WAXIE SANITARY SUPPLY	3/10/2025	29575.84	0100	CUSTODIAL SUPPLIES
14267131	GRAINGER	3/10/2025	309.99	0100	TRANSPORTATION SUPPLIES
14267132	KONE INC	3/10/2025	7946.12	0100	CONTRACTED SERVICES
14267133	VALLEY INDUSTRIAL SPECIALTIES	3/10/2025	1879.17	0100	MAINTENANCE SUPPLIES
14267134	SAN DIEGO COUNTY SUPERINTENDEN	3/10/2025	140.00	0100	REGISTRATION FEES
14267135	AMAZON CAPITAL SERVICES	3/10/2025	13704.83	0100	INSTRUCTIONAL MATERIALS
14267138	TIME AND ALARM SYSTEMS	3/10/2025	18000.00	0100	CONTRACTED SERVICES
14267139	PROCARE THERAPY	3/10/2025	8639.82	0100	PROFESSIONAL SERVICES
14268484	CATALINA JAUREGUI	3/13/2025	30.03	0100	MILEAGE
14268485	PABLO J. SAINZ	3/13/2025	103.70	0100	MILEAGE
14268486	PURCHASE POWER	3/13/2025	122.24	0100	CONTRACTED SERVICES
14268488	MAIREN RUIZ	3/13/2025	339.78	0100	REIMBURSEMENT
14268490	OFFICE DEPOT	3/13/2025	4384.75	0100	OFFICE SUPPLIES
14268491	CAROLINA HERNANDEZ	3/13/2025	47.95	0100	MILEAGE
14270097	CORODATA RECORDS MANAGEMENT, INC.	3/17/2025	191.47	0100	CONTRACTED SERVICES
14270098	VECTOR USA	3/17/2025	9115.37	0100	PROFESSIONAL SERVICES
14270100	SAN DIEGO CENTER FOR VISION	3/17/2025	570.00	0100	PROFESSIONAL SERVICES
14270101	KEENAN & ASSOCIATES	3/17/2025	154.77	0100	CONTRACTED SERVICES
14270103	CAPITOL ADVISORS GROUP, LLC	3/17/2025	2000.00	0100	PRFESSIONAL SERVICES
14270104	PARKHOUSE TIRE INC	3/17/2025	3404.41	0100	TRANSPORTATION SUPPLIES
14270106	THE ED LADDER	3/17/2025	427.50	0100	CONTRACTED SERVICES
14270108	THE BIRCH AGENCY INC	3/17/2025	7774.00	0100	PROFESSIONAL SERVICES
14270109	SIGNA DIGITAL SOLUTIONS, INC	3/17/2025	10556.32	0100	CONTRACTED SERVICES

Expenditure Repost

3/1/2025-3/31/2025

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14270110	CANON FINANCIAL SERVICES, INC	3/17/2025	7112.97	0100	CONTRACTED SERVICES
14270112	RO HEALTH LLC	3/17/2025	4040.74	0100	PROFESSIONAL SERVICES
14270113	PURCOR PEST SOLUTIONS	3/17/2025	2217.00	0100	CONTRACTED SERVICES
14270114	PARADIGM HEALTHCARE SERVICES	3/17/2025	2107.06	0100	PROFESSIONAL SERVICES
14270115	SCHOLASTIC , INC	3/17/2025	972.12	0100	INSTRUCTIONAL MATERIALS
14270117	SOUTH BAY FENCE, INC.	3/17/2025	1148.07	0100	MAINTENANCE SUPPLIES
14270119	EWING IRRIGATION	3/17/2025	1638.21	0100	GROUPS SUPPLIES
14270120	MIRACLE PLAYGROUND SALES INC	3/17/2025	6967.62	0100	MAINTENANCE SUPPLIES
14270121	CHULA VISTA PHOTO STUDIO	3/17/2025	143.54	0100	CONTRACTED SERVICES
14270124	SAN DIEGO COUNTY SUPERINTENDEN	3/17/2025	100.00	0100	REGISTRATION FEES
14270126	PEARSON	3/17/2025	1511.52	0100	INSTRUCTIONAL MATERIALS
14270128	BEST BEST & KRIEGER LLP	3/17/2025	17707.80	0100	LEGAL FEES
14271780	ELMY FLORES	3/20/2025	47.46	0100	MILEAGE
14271781	MARK KIRCHER	3/20/2025	55.86	0100	MILEAGE
14271782	DANNIS WOLIVER KELLEY	3/20/2025	14590.14	0100	LEGAL SERVICES
14271784	AMBER SANCES	3/20/2025	89.46	0100	MILEAGE
14271786	ANIXTER INC.	3/20/2025	400.98	0100	MAINTENANCE SUPPLIES
14271787	EDTHEORY LLC	3/20/2025	19037.99	0100	PROFESSIONAL SERVICES
14271788	THE BIRCH AGENCY INC	3/20/2025	2990.00	0100	PROFESSIONAL SERVICES
14271790	PEDRO FUENTEZ	3/20/2025	52.58	0100	REIMBURSEMENT
14271791	GRAINGER	3/20/2025	935.88	0100	MAINTENANCE SUPPLIES
14271792	BELLAMA	3/20/2025	440.44	0100	MAINTENANCE SUPPLIES
14271793	ALPHA SMOG STATION	3/20/2025	55.00	0100	CONTRACTED SERVICES
14271794	ANYTIME SIGN SOLUTION, INC	3/20/2025	35.89	0100	MAINTENANCE SUPPLIES
14271795	XEROX CORPORATION	3/20/2025	3928.10	0100	CONTRACTED SERVICES
14273470	WINET PATRICK GAYER CREIGHTON	3/24/2025	58.00	0100	LEGAL SERVICES
14273471	HORIZON DISTRIBUTORS	3/24/2025	120.90	0100	GROUPS SUPPLIES
14273472	CAPITOL ADVISORS GROUP, LLC	3/24/2025	2000.00	0100	PRFESSIONAL SERVICES
14273473	ALLIANCE FOR AFRICAN ASSISTANCE	3/24/2025	374.55	0100	PROFESSIONAL SERVICES
14273474	WALSH & ASSOCIATES, APC	3/24/2025	10660.40	0100	LEGAL SERVICES
14273475	SPG THERAPY & EDUCATION	3/24/2025	57347.91	0100	PROFESSIONAL SERVICES
14273476	SUN DIEGO CHARTER	3/24/2025	1872.00	0100	CONTRACTED SERVICES
14273477	THE MUSIC THERAPY CENTER OF CALIFORNIA	3/24/2025	1320.00	0100	PROFESSIONAL SERVICES

Expenditure Repost
3/1/2025-3/31/2025

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14273478	APCD	3/24/2025	652.00	0100	CONTRACTED SERVICES
14273479	SUNBELT STAFFING	3/24/2025	10651.39	0100	PROFESSIONAL SERVICES
14273480	SAN DIEGO GAS & ELECTRIC	3/24/2025	117035.32	0100	UTILITIES
14273481	DUNN-EDWARDS CORP.	3/24/2025	75.41	0100	MAINTENANCE SUPPLIES
14273482	SCHOOL SPECIALTY	3/24/2025	444.94	0100	OFFICE SUPPLIES
14273483	THE INSTITUTE FOR EFFECTIVE	3/24/2025	41174.49	0100	PROFESSIONAL SERVICES
14273484	CDW GOVERNMENT LLC	3/24/2025	4541.32	0100	TECHNOLOGY EQUIPMENT
14273485	KONE INC	3/24/2025	872.86	0100	CONTRACTED SERVICES
14273486	HOME DEPOT	3/24/2025	8857.88	0100	CUSTODIAL SUPPLIES
14273487	WILLYS ELECTRONIC SUPPLY CO.	3/24/2025	185.96	0100	TECHNOLOGY SUPPLIES
14273488	SAN DIEGO COUNTY SUPERINDENT	3/24/2025	10665.00	0100	CONTRACTED SERVICES
14273489	CALIFORNIA ELECTRIC SUPPLY	3/24/2025	4078.13	0100	MAINTENANCE SUPPLIES
14273490	SMART & FINAL	3/24/2025	93.56	0100	REFRESHMENTS
14273491	SAN YSIDRO SCHOOL DISTRICT	3/24/2025	4626.59	0100	CONTRACTED SERVICES
14273492	B&H PHOTO,VIDEO	3/24/2025	6432.65	0100	TECHNOLOGY EQUIPMENT
14273493	SYLVIA LUGO	3/24/2025	69.50	0100	REIMBURSEMENT
14273494	SIR SPEEDY PRINTING 02890	3/24/2025	107.75	0100	OFFICE MATERIALS
14273495	AUTO UPHOLSTERY MASTERS	3/24/2025	1554.40	0100	CONTRACTED SERVICES
14273496	VORTEX INDUSTRIES, INC.	3/24/2025	1458.30	0100	CONTRACTED SERVICES
14273497	FLYERS ENERGY	3/24/2025	2929.83	0100	TRANSPORTATION DIESEL
14273498	SOUTH BAY COMMUNITY SERVICES	3/24/2025	105380.00	0100	PROFESSIONAL SERVICES
14274945	WEX BANK	3/27/2025	5359.04	0100	CONTRACTED SERVICES
14274946	EVERYDAY SPEECH LLC	3/27/2025	399.99	0100	INSTRUCTIONAL MATERIALS
14274949	OPTUM FINANCIAL, INC	3/27/2025	277.20	0100	PROFESSIONAL SERVICES
14274950	MICHAEL FERGUSON	3/27/2025	13020.00	0100	PROFESSIONAL SERVICES
14274951	CYNTHIA M FRAZEE	3/27/2025	2212.50	0100	PROFESSIONAL SERVICES
14274952	SO-CAL RATTLESNAKE REMOVAL	3/27/2025	1750.00	0100	CONTRACTED SERVICES
14274959	MERIT J RICHARDSON	3/27/2025	4672.50	0100	PROFESSIONAL SERVICES
14274960	DIXIELINE LUMBER CO	3/27/2025	103.73	0100	MAINTENANCE SUPPLIES
14274961	WAXIE SANITARY SUPPLY	3/27/2025	27747.51	0100	CUSTODIAL SUPPLIES
14274962	PENSKE TRUCK LEASING	3/27/2025	413.34	0100	CONTRACTED SERVICES
14274963	ATKINSON, ANDELSON, LOYA, RUUD	3/27/2025	18315.94	0100	LEGAL FEES
14274964	COMPLIANCE POSTER COMPANY	3/27/2025	760.22	0100	OFFICE MATERIALS

Expenditure Repost
3/1/2025-3/31/2025

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14274965	IMPERIAL SPRINKLER SUPPLY	3/27/2025	535.92	0100	GROUPS SUPPLIES
14274966	SCHOLASTIC BOOK FAIR	3/27/2025	759.92	0100	CONTRACTED SERVICES
14274967	PARENT INSTITUTE FOR QUALITY	3/27/2025	29000.00	0100	CONTRACTED SERVICES
14274968	WALMART	3/27/2025	1301.25	0100	INSTRUCTIONAL MATERIALS
14274969	SAN YSIDRO SCHOOL DISTRICT	3/27/2025	13651.21	0100	PCARD REPLENISH
14274970	TEAMTALK NETWORK	3/27/2025	437.58	0100	CONTRACTED SERVICES
14274971	EDUPOINT EDUCATIONAL SYSTEMS	3/27/2025	29864.44	0100	CONTRACTED SERVICES
14274972	AMAZON CAPITAL SERVICES	3/27/2025	1162.50	0100	INSTRUCTIONAL MATERIALS
14274973	AUTO UPHOLSTERY MASTERS	3/27/2025	2425.30	0100	CONTRACTED SERVICES
14274974	ALBERTO CARLOS HERRERA	3/27/2025	800.31	0100	CONTRACTED SERVICES
14274975	KYA SERVICES LLC	3/27/2025	2218.73	0100	PROFESSIONAL SERVICES
14274976	SPARKLETTS	3/27/2025	195.18	0100	CONTRACTED SERVICES
14276175	EINSTEIN BROS BAGELS	3/31/2025	355.80	0100	REFRESHMENTS
14276176	CITY TREASURER	3/31/2025	16808.31	0100	UTILITIES
14276177	SOUTH BAY FENCE, INC.	3/31/2025	3291.45	0100	MAINTENANCE MATERIALS
14276178	MONTGOMERY HARDWARE CO.	3/31/2025	1414.80	0100	MAINTENANCE SUPPLIES
14276179	AMAZON CAPITAL SERVICES	3/31/2025	1894.35	0100	INSTRUCTIONAL MATERIALS
Total Fund 01			\$ 1,547,717.04		
14265102	SAFEWAY INC. -VONS DIVISION	3/6/2025	229.70	1200	REFRESHMENTS
14268487	CLARITZA LIMON	3/13/2025	35.84	1200	MILEAGE
14268489	STEPHANIE WOODEN	3/13/2025	60.90	1200	MILEAGE
14274961	WAXIE SANITARY SUPPLY	3/27/2025	5173.51	1200	CUSTODIAL SUPPLIES
Total Fund 12			\$ 5,499.95		

Expenditure Repost
3/1/2025-3/31/2025

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14270096	SELECTA INTERNATIONAL	3/17/2025	1488.08	1300	CAFETERIA FOODS
14270099	TECH-24	3/17/2025	885.00	1300	CONTRACTED SERVICES
14270102	GOLD STAR FOODS	3/17/2025	106016.68	1300	CAFETERIA FOODS
14270105	SYSCO SAN DIEGO INC.	3/17/2025	2011.28	1300	CAFETERIA FOODS
14270107	JOHNSON CONTROLS	3/17/2025	2975.16	1300	CONTRACTED SERVICES
14270111	IMPERIAL DADE WEST COAST	3/17/2025	6952.05	1300	CAFETERIA FOODS
14270116	HOLLANDIA DAIRY INC.	3/17/2025	31612.91	1300	CAFETERIA FOODS
14270118	COUNTY OF SAN DIEGO	3/17/2025	481.00	1300	CONTRACTED SERVICES
14270122	LLOYD PEST CONTROL CO.	3/17/2025	301.00	1300	CONTRACTED SERVICES
14270123	CALIFORNIA DEPARTMENT OF	3/17/2025	17.64	1300	CONTRACTED SERVICES
14270125	ACE COOLERS INC	3/17/2025	1280.83	1300	CONTRACTED SERVICES
14270127	MEXAM ENTERPRISES, INC.	3/17/2025	293.82	1300	CAFETERIA SUPPLIES
14270129	AMERICAN PRODUCE DISTRIBUTORS	3/17/2025	8971.88	1300	CAFETERIA FOODS
14271779	ANA BUSH	3/20/2025	64.25	1300	MILEAGE
14271783	PANERA BREAD COMPANY	3/20/2025	1927.98	1300	CATERING REFRESHMENTS
14271785	INDUSTRIAL ELECTRIC	3/20/2025	20036.50	1300	CONTRACTED SERVICES
14271789	YESENIA CHARLES	3/20/2025	42.87	1300	MILEAGE
Total Fund 13			\$ 185,358.93		
14270130	AMAZON CAPITAL SERVICES	3/17/2025	17988.03	2133	TECHNOLOGY EQUIPMENT
14274943	COLBI TECHNOLOGIES, INC	3/27/2025	52112.30	2133	CONTRACTED SERVICES
14274944	CONAN CONSTRUCTION, INC	3/27/2025	183728.10	2133	PROFESSIONAL SERVICES
14274948	PBK ARCHITECTS INC	3/27/2025	1100.00	2133	CONTRACTED SERVICES
14274953	PLACEWORKS	3/27/2025	28516.25	2133	CONTRACTED SERVICES
14274955	TWINING CONSULTING, INC	3/27/2025	5908.75	2133	PROFESSIONAL SERVICES
14274957	GAFCON PM-CM LLC	3/27/2025	18079.00	2133	CONTRACTED SERVICES
14274958	C BELOW, INC.	3/27/2025	54581.25	2133	PROFESSIONAL SERVICES
14274942	NINYO & MOORE	3/27/2025	640.00	2139	PROFESSIONAL SERVICES
14274947	LORD ARCHITECTURE INC.	3/27/2025	18544.35	2139	PROFESSIONAL SERVICES
Total Fund 21			\$ 381,198.03		
14274954	VITAL INSPECTION SERVICES INC.	3/27/2025	9240.00	2518	PROFESSIONAL SERVICES
14274956	GQ BUILDERS, INC.	3/27/2025	112980.59	2518	PROFESSIONAL SERVICES
Total Fund 25			\$ 122,220.59		
Grand total			\$ 2,241,994.54		

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 10, 2025

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

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 \$2,500.00 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☐ Yes ☒ No

Are funds for this item available in the 2024-2025 Budget?

☐ Yes ☐ No

Requisition #

DONATIONS
\$2,500.00

(Amount)

Cash/Checks Only
Donations Account

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

San Ysidro School District 2024 - 2025

[illegible]

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 10, 2025

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: THIRD QUARTERLY COMPLAINT REPORT FOR WILLIAMS
SETTLEMENT-RELATED ISSUES FOR SCHOOL YEAR 2024-2025

BACKGROUND INFORMATION:

Pursuant to regulations adopted by the State of California in the Williams Settlement, districts must submit a report every quarter to the Governing Board delineating the amount of complaints received and the status of those complaints. After Board acceptance, this report must also be filed with the San Diego County Office of Education.

The table below summarizes the complaints received for the third quarter from January 1, 2025, to March 31, 2025, of the 2024-25 school year for submission to the San Diego County Office of Education. The District received 7 written complaints submitted as Williams complaints; 1 of the 7 complaints did not fall within the scope of the Williams Act. The remaining 6 Williams complaints were investigated and resolved with the assistance of district counsel.

Type	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	0	0
Facilities	4	4	0
Teacher Vacancy and Misassignment	2	2	0
Total	6	6	0

RECOMMENDATION:

Accept the Report of William's Settlement related complaints for the third quarter from January 1, 2025, to March 31, 2025, of the 2024-25 school year for submission to the San Diego County Office of Education. The District received 7 written complaints submitted as Williams complaints; 1 of the 7 complaints did not fall within the scope of the Williams Act. For the remaining 6 Williams complaints, the district was determined to be in compliance; therefore, these complaints have been deemed resolved.

LCAP GOAL AND ACTION/SERVICE (please indicate):

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.

☐ 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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 10, 2025

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ 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?

☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes ☐ No

Requisition #

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					
April 10, 2025					
	Vendor	Description	Estimated Amount	Funding Source	Administrator
1	The Front Arte & Cultura	For students from San Ysidro Middle School to display art and photography work at The Front. (2024-25)	N/A	N/A	Bojorquez/Ruiz
2	Jewish Family Service	To provide the "Triple P" Positive Parenting Program to children and families of the District. (2025-26)	N/A	N/A	Bojorquez/Pretzer
3	Our Lady of Mt. Carmel School	Amendment - Title II Funding and Services to include USD Renaissance Learning and SDCOE professional development. (2024-25)	\$10,173.00	Title II	Bojorquez/Rodriguez
4	San Diego Police Department	To provide the Gang Resistance Education and Training Program at Willow School for 5-th grade students. (2024-25)	N/A	N/A	Bojorquez/Cerda

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 10, 2025

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

FROM:
San Ysidro Middle School
Mairen Ruiz, Principal

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH THE FRONT ARTE Y CULTURA

BACKGROUND INFORMATION:

Casa Familiar’s Art and Culture Center, The FRONT, was opened to the public in 2007 as a space devoted to the promotion of the arts. The FRONT Arte y Cultura is an active art gallery, arts education space, and meeting venue for community residents and artists.

The FRONT Arte y Cultura will be hosting and exhibition of artworks created by students in the art and photography courses at San Ysidro Middle to the community at no cost to the school or district. This will be a great opportunity for students to explore their creative skills and promote their artistic abilities by recognizing them in a showcase exhibit.

RECOMMENDATION:

Approve the Memorandum of Understanding with The FRONT Arte y Cultura for students from San Ysidro Middle School to display art and photography work at no cost to the District.

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. This includes improving English language and academic proficiency outcomes to ensure universal access to Common Core State Standards (CCSS), aiming for English learners (ELs) to demonstrate annual expected progress and achieve reclassification within five years or less.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☐ Yes ☒ No

Are funds for this item available in the 2024-2025 Budget?

☐ Yes ☒ No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Memorandum of Understanding
Between Casa Familiar - The FRONT Arte y Cultura and San Ysidro Middle School


This Memorandum of Understanding (MOU) sets forth the terms and understanding between Casa Familiar - The FRONT Arte y Cultura and San Ysidro Middle School to host an exhibition of artworks created by students of the art and photography courses. This exhibition will take place over three days on the 22nd, 23rd and 24th of May 2025.

Exhibition Details:

- A. The FRONT Gallery will provide space and facilities for the exhibition.
- B. The exhibition will be open to the public during regular gallery hours on the specified dates (11 am - 6pm)
- C. San Ysidro Middle School will be responsible for the selection and installation of artworks for the exhibition.
- D. San Ysidro Middle School will ensure that all exhibited works adhere to the guidelines and standards set forth by The FRONT Gallery.
- E. San Ysidro Middle School will oversee the removal of mounted works from the gallery premises promptly at the conclusion of the exhibition.
- F. The MOU will remain in effect until modified or terminated by any one of the partners through mutual consent.
- G. This exhibition is part of a community collaboration between The FRONT Gallery and San Ysidro Middle School, therefore no fee payment is required as part of this collaboration.

This Memorandum of Understanding represents the agreement between The FRONT Gallery and San Ysidro Middle School regarding the hosting of the exhibition. Both parties acknowledge their understanding and agreement to the terms outlined herein.

The FRONT Arte y Cultura
Arts & Culture Director - Casa Familiar
Francisco Morales
119 W Hall Ave. San Ysidro 92173
Telephone 619 428 1115
E-mail franciscom@casafamiliar.org

_____  Date: March 11, 2025

San Ysidro School District
Address: 4350 Otay Mesa Road, San Ysidro, CA 92173
Telephone: (619) 428-4476
E-mail: marilyn.adrianzen@sysdschools.org

_____ Date: _____
Marilyn Adrianzen, CBO Board approved: 04-10-25

SYSD Contact: Mairén Ruiz, SYMS Principal (619) 428-5551 mairén.ruiz@sysdschools.org

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 10, 2025

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

FROM:
Educational Services
Manuel Bojorquez, Assistant
Superintendent

☐ Informational
☒ Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH JEWISH FAMILY SERVICE

BACKGROUND INFORMATION:

Jewish Family Service (JFS) is a people-centered, impact-driven organization working to create a stronger, healthier community where everyone can thrive. Founded in 1918, today JFS is considered one of San Diego’s most impactful nonprofit human services agencies, providing compassionate care and supportive services to more than 70,000 people every year.

The purpose of this Memorandum of Understanding is to establish a collaborative relationship between Jewish Family Service and San Ysidro, that will enable students and parents to benefit from the San Diego County Positive Parenting Behavioral Health Contract [SD County Agreement 570070] “Triple P” Positive Parenting Program.

This free program is evidence-based and is presented as a three-seminar series by certified, experienced, and well-trained speakers and educators. The district would like to continue this collaboration with the Jewish Family Service of San Diego for school years 2025-26.

RECOMMENDATION:

Approve the Memorandum of Understanding with the Jewish Family Service to provide the “Triple P” Positive Parenting Program to children and families of the District during school year 2025-26 at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

Goal 3: Parent Engagement – Action 3.3: Parent PD: 1. Learn about the Educational System 2. Group-specific learning opportunities (ELs, SWDs, SED, Military, Foster families, etc.) This action is principally directed toward unduplicated students district wide. Based on research, families/caregivers of our unduplicated students experience significant difficulty accessing and negotiating college/career pathways. Enhancing professional development will inform families/caregivers how to support their children better. Measured by positive responses on student surveys and attendance, the progress of the goal will be measured by increased opportunities for parental engagement and participation in LCAP feedback. In addition, parents/caregivers will be encouraged to attend parent conferences i.e., CAFE, and PTA.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☐ Yes ☒ No

Are funds for this item available in the 2025-2026 Budget?

☐ Yes ☒ No

Requisition #

N/A

(Amount)

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

MEMORANDUM OF UNDERSTANDING

Between **JEWISH FAMILY SERVICE** and **SAN YSIDRO SCHOOL DISTRICT**

Parties: This Memorandum of Understanding is between Jewish Family Service [JFS] and SAN YSIDRO SCHOOL DISTRICT.

Purpose: To establish a collaborative relationship between Jewish Family Service and SAN YSIDRO SCHOOL DISTRICT that will enable students and parents to benefit from the San Diego County Positive Parenting Behavioral Health Contract [SD County Agreement 570070] "Triple P" Positive Parenting Program.

Responsibilities of Parties: In order to achieve the purpose set out above, the parties will perform the following activities:

Jewish Family Service will:

- JFS will partner with SAN YSIDRO SCHOOL DISTRICT to provide services through the Positive Parenting Program to children and families at the school.
- JFS will provide the following services to each school site that chooses to host the program:
 - Three parent education seminars using the evidence-based "Triple P" curriculum to interested SAN YSIDRO SCHOOL DISTRICT parents and staff of children from the school.
- If the option of in-person visitation is not allowed due to COVID-19 CDHP/SD County/District guidelines, parent education seminars may be provided remotely in a virtual space.
- JFS will provide referral services and information to both participants and school administration without breaking the confidentiality of the participants.
- JFS hereby warrants that it carries Workers Compensation Insurance for all of its employees who will be engaged in the performance of this contract and agrees to furnish to District satisfactory evidence thereof at any time the District may request. JFS carries commercial general liability with aggregate limits of two million dollars (\$2,000,000) and will provide automobile insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage. JFS shall provide District evidence of additional insurance of Sexual Abuse and Molestation (SAM) insurance for \$1M per occurrence and \$2M per occurrence aggregate. JFS shall provide District with a certificate of insurance and endorsements evidencing this coverage.

SAN YSIDRO SCHOOL DISTRICT will:

- SAN YSIDRO SCHOOL DISTRICT will engage JFS in a partnership to implement the Positive Parenting Program for the parents/caregivers.
- SAN YSIDRO SCHOOL DISTRICT, when choosing to host the Positive Parenting Program will provide adequate space for the Seminars and distribute information regarding the program to parents and staff.
- SAN YSIDRO SCHOOL DISTRICT will work closely with JFS ensure that the program reaches and serves as many people as possible at the schools that request the Triple P program.

If requested:

- JFS will provide child supervision, with caregivers who have cleared a criminal background check and tested negative for TB.

OR

- JFS will reimburse SAN YSIDRO SCHOOL DISTRICT for qualified employees (with a clear TB test and background check) no more than \$20 per hour (not to exceed a total of \$180 per person) to provide supervision during child activity groups.
 - SAN YSIDRO SCHOOL DISTRICT will comply with standard California and Federal labor regulations, including worker's compensation and payroll taxes when providing qualified employees for child supervision.
 - SAN YSIDRO SCHOOL DISTRICT will provide an invoice for child supervision to the JFS Positive Parenting Program Manager at the completion of the class, not later than 30 days after completing the service.

General Terms of the Agreement: Both Jewish Family Service Positive Parenting Program and SAN YSIDRO SCHOOL DISTRICT agree to work cooperatively during the term of the agreement to achieve the purposes set out above. Parties will abide by necessary requirements of program confidentiality. 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. This agreement does not create a legal partnership or contract between the parties. The initial term of this agreement is July 1, 2025, to June 30, 2026.

JEWSH FAMILY SERVICE

SAN YSIDRO SCHOOL DISTRICT

Signed: _____

Signed: _____

Name: Gina Mittal

Name: Marilyn Adrianzen

Title: Sr. Director, Family and Community Svcs

Title: Chief Business Official

Date: _____

Date: _____

For further information, please contact:

Gina Mittal (858) 637-3000
8804 Balboa Avenue
San Diego, CA 92123

Board approved: 04-10-25

Address:
4350 Otay Mesa Road
San Ysidro, CA 92173
(619) 428-4476

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 10, 2025

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

FROM:
Educational Services ☐ Informational
Manuel Bojorquez, Assistant Superintendent ☒ Action

AGENDA ITEM: AMENDMENT TO THE OUR LADY OF MT. CARMEL SCHOOL
AGREEMENT FOR TITLE II FUNDING AND SERVICES

BACKGROUND INFORMATION:

As part of the Elementary and Secondary Education Act (ESEA) Memorandum of Understanding between the San Ysidro School District and Our Lady of Mt. Carmel School and the Private School Provisions as amended by Every Student Succeeds Act: Districts receiving Federal financial assistance are required to provide services to eligible private schools children, teachers and other personnel consistent with the number of eligible children enrolled in private elementary and secondary schools in the District or in the geographic area serviced by the entity receiving Federal financial assistance. These services and other benefits must be comparable to the services and other benefits provided to public schools' children and teachers participating in the program.

The Title II MOU was approved by the Governing Board on November 14, 2024, and it needs to be amended to include additional companies providing professional development (PD) to Our Lady of Mt. Carmel School.

Our Lady of Mt. Carmel School originally selected FACTS Education Solutions, LCC as a third-party source to provide PD sessions. It is including University of San Diego, Renaissance Learning, and the San Diego County Office of Education to deliver evidence-based professional development services to teachers, staff, and principals.

RECOMMENDATION:

Approve/Ratify the amendment to the Our Lady of Mount Carmel School agreement for Title II funds and services during the 2024-25 school year at a cost not to exceed \$10,173.00.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.8: Continue to provide professional development for supplemental programs and resources (i.e., educational software, math manipulatives, dual language, and language acquisition materials) to support student achievement in core content areas and language acquisition for all students, including unduplicated students, and LTELs.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes ☐ No

Requisition #

Total Allocation:
\$10,173.00
(Amount)

Title II Funds

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Amendment to the Memorandum of Understanding ESEA Title II

Provision of Title II Professional Development to Private Schools

2024-2025

Section 1: General

The San Ysidro School District (SYSD) has been notified by Our Lady of Mt Carmel, a private school located within the geographic jurisdiction of this school district, of a request to participate in Title II funded under the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act, Title II, Part A for the 2024-2025 school year.

This Memorandum of Understanding (MOU) contains a description of the nature and scope of services and products to be provided by SYSD to Our Lady of Mt Carmel

Section 2: How will the teachers' professional development needs be identified?

Teachers' professional development needs have been identified by informal teacher assessments or surveys and the school's goal toward enhancing student academic achievement.

As stated in the Revised Needs Assessment dated March 19, 2025, Our Lady of Mt. Carmel (OLMC) will continue with its ongoing training sessions from FACTS Education Solutions, LCC, as a third-party provider and added services from University of San Diego, Renaissance Learning and the San Diego County Office of Education to deliver evidence-based professional development to teachers, staff and principals. The amount for these services for the school year 2024-25 shall not exceed \$10,173.00.

Term: November 15, 2024 – June 30, 2025

Section 3: What services and products will be provided?

Professional Developments:

- Evidence-based PD sessions for teachers, staff and principals

SYSD will provide the following:

- District shall pay ▪ FACTS Education Solutions, ▪ University of San Diego, ▪ Renaissance Learning, and the ▪ San Diego County Office of Education for the selected services as described above during this contract term. The amount shall not exceed \$10,173.00 for the 2024-25 school year.
- The different vendors/companies shall submit to the District an itemized invoice which indicates work completed by them. District shall review each invoice submitted to determine that the work was performed, and expenses incurred are in compliance with the provisions of this Memorandum of Understanding (MOU). District shall pay within a reasonable time and in accordance with this MOU.

Section 4: How, when, where, and by whom will the services be provided?

Professional development workshops will be provided from November 15, 2024, thru June 30, 2025, to all teachers, staff and principal from Our Lady of Mt. Carmel School. Professional development activities will take place at various locations and be provided by the four different companies listed in section 3.

This MOU is being amended to include additional service providers. All other terms remain the same.

Section 5: How will the services be assessed and how will this information be used to improve the program?

Representatives of SYSD and Our Lady of Mt Carmel shall meet before the end of the year in which services have been offered to discuss the delivery and effectiveness of professional development services provided to teachers. Effectiveness of professional development will be determined through an evaluation by FACTS Education Solutions, LCC, and numerous walk-throughs and 2 informal classroom visitations by the principal of Our Lady of Mt Carmel. The representatives shall determine if any changes are needed in the services during the current or next school year.

Section 6: Other provisions including contract services through potential third-party providers and reversion of funds stipulations

Any Service Agreement entered between Our Lady of Mt Carmel and FACTS Education Solutions, LCC (hereinafter referred to "Parties") is not the responsibility of SYSD. The Parties are independent and are not agents or employees of SYSD. The work to be performed shall be in accordance with the work agreed between the Parties and shall have no authority, express or implied, pursuant to this MOU to bind SYSD to any obligation whatsoever, except as specifically provided in this MOU. Any additional personnel performing the Services under this MOU on behalf of the Parties shall at all times be under their exclusive direction and control. Parties shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services as required by law.

SYSD and Our Lady of Mt Carmel 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: Marilyn Adrianzen Phone No: (619) 428-4476

Signature: _____ Date: _____

Title: Chief Business Official Board Approval: 04-10-2025



Our Lady of Mt. Carmel School

4141 BEYER BOULEVARD, SAN YSIDRO, CALIFORNIA 92173 (619) 428-2091

Blessed be God!

REVISED TITLE II NEEDS ASSESSMENT

March 19, 2025

Our Lady of Mount Carmel School is revising the allotted Title II fund allocations to be used towards professional development. The following professional development needs have been identified by informal teacher assessments or surveys and the school's goal toward enhancing student academic achievement:

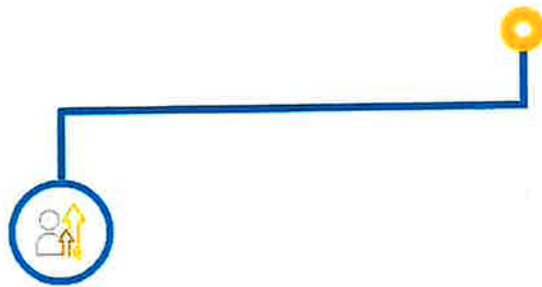
Services to be provided by vendors including but not limited to ▪ FACTS Education Solutions, LLC as a third-party provider, ▪ University of San Diego, ▪ Renaissance Learning, and ▪ San Diego County of Education, to deliver evidence-based professional development to teachers, staff, and principals. These services will include Universal Design for Learning framework and the 5-Year Professional Learning Plan (see attached plan). All services do not exceed \$10,173.

San Diego and Imperial Valley Catholic Schools will consult with the private school principal and/ or school leaders to identify the outcome goals of the training sessions, evaluate the delivery and implementation of learned practices, and work cooperatively with the principal to evaluate the impact of the professional development to student academic achievement.


Sister Eva Lujano, S.J.S.
Principal



FACTS Education Solutions, LLC
Title II, Professional Learning and Development Proposal
for Our Lady of Mount Carmel (San Ysidro, CA)
03/27/2025



Professional Development

Provide your teachers with highly customized professional development that focuses on addressing your school's most important challenges.

Roger Clark
Vice President of Educational Partnerships
rclark@factsmgt.com
(310) 529-9315

121 S. 13th Street, Lincoln, NE 68508 | factsmgt.com/facts-ed

FACTS Education Solutions, LLC, (FACTS) is pleased to submit this proposal for professional learning and development to Our Lady of Mount Carmel.

FACTS is the leading provider of financial services for private schools in America, currently serving more than 11,500 private and faith-based schools. With a commitment to make a positive impact in the classrooms of the schools we serve, FACTS has steadily grown to be the premier provider of educational services in nonpublic school, nationwide, as well. We have implemented our services in both large and small school districts, including Detroit, Miami, Phoenix, Philadelphia, Des Moines, as well as the Hawaii Department of Education. We are driven to enhance the quality of teaching and leadership practices, ultimately supporting teachers and administrators in their quest to elevate the learning experience for children.

FACTS offers supplemental instruction, academic intervention, and professional development teachers, as well as students and their parents. With nationally respected educational specialists providing research-based professional development, our comprehensive, integrated programs include workshops, institutes, webinars, and job-embedded coaching that promote professional learning communities and sustainable leadership, as well as teacher and leadership coaching focused on best practices for meeting the needs of the teachers and their students. FACTS increases teacher and leader effectiveness and student achievement by implementing best practices and resources for professional learning and coaching, along with effective instructional practices.

We look forward to this opportunity to partner with Our Lady of Mount Carmel.

PROGRAM DESCRIPTION

FACTS will provide the following professional learning and development for Our Lady of Mount Carmel.

- Date of service: TBD, 2 dates
- Time/Hours per day(s) of service: 1:30pm – 3:00pm
- Topic / Event Title / Focus Area Summary:
 - 1) Classroom Management for Teachers TK-8
 - 2) Phonics Teacher TK-3
- Onsite Delivery Model, estimated 10 attendees

SESSION DESCRIPTIONS

Session Title:

- 1) Classroom Management for Teachers TK-8
- 2) Phonics Teacher TK-3

Session Description:

1) Practical strategies and techniques to implement immediately. Create a learning environment that increases participation and positive behaviors.

2) Support phonics development through explicit, systematic instruction, teaching letter-sound relationships in a structured sequence. Using multisensory approaches like visuals, songs, and tactile activities helps reinforce learning. Phonemic awareness activities, such as segmenting and blending sounds, build a strong foundation before linking to letters. Decodable texts and word-building exercises encourage independent decoding practice, while games and hands-on activities make learning engaging.

SUPPORT

Registration

A registration site for the event(s) will be developed by FACTS on an as-needed basis.

Materials

All materials required for the professional learning sessions will be provided by FACTS.

TECHNOLOGY

School will provide all necessary technology (projector, screen, internet service, speakers/sound, laptop connection, etc.) for the facilitator's use.

INVOICING

FACTS will invoice San Ysidro Elementary School District within 30 days from the conclusion of services. Payment is due 30 days from the receipt of the invoice.

DOCUMENTATION

FACTS will provide the following compliance documents:

- Participation reports
- Agendas
- Session evaluation summary report

**When applicable, webinar participants will receive certificates of completion.*

CONTACT

FACTS Representative

FACTS Education Solutions, LLC (FACTS)

Roger Clark, Vice President of Educational Partnerships
rclark@factsmgt.com
(310) 529-9315

LEA Contact Information

San Ysidro Elementary School District

Elizabeth Originales, Administrative Secretary III
elizabeth.originales@sysdschools.org
4350 Otay Mesa Road San Ysidro, CA 92173 619-428-4476

Partner/School Contact

Our Lady of Mount Carmel

Sr. Eva Lujano, Principal
principal@olmc.school
4141 Beyer Blvd San Ysidro, CA 92173
619-428-2091

COST OF PROFESSIONAL LEARNING & DEVELOPMENT SERVICES

Total Cost of Title II Professional Development Services: \$5,000.

- Pricing summary: Two (2) Onsite professional development events for an estimated 10 attendees.

PROPOSED AGREEMENT

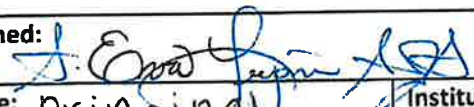
Pricing is based upon estimated service levels described above. If number of sessions, event duration, or participants increase, prices will be adjusted and invoiced accordingly. FACTS Education Solutions, LLC has the capacity to provide professional development services in other scenarios.

The quoted prices will be honored for 90 days from the date of this proposal. All pricing is dependent upon the specific parameters outlined in this proposal.

Services offered to Our Lady of Mount Carmel in support of professional development during the 2024-25 school year.

If the services provided to Our Lady of Mount Carmel, per the approved proposal, are not paid by San Ysidro Elementary School District, Our Lady of Mount Carmel accepts responsibility to remunerate FACTS for the outstanding balance.

As an authorized representative, I agree to the services proposed by FACTS.

Signed: 	Printed Name: Sister Eva Luigano, S.J.S.
Title: Principal	Date: April 2, 2025
Institution: Our Lady of Mt. Carmel School	

Please complete, sign, and return to your FACTS representative.

DIOCESE OF SAN DIEGO

August 20, 2024

PAYMENTS FOR SERVICES RENDERED: UNLESS OTHERWISE ARRANGED, PAYMENTS ARE MADE DIRECTLY TO CONSULTANTS AS OUTLINED IN THE SERVICES AGREEMENT. CONSULTANT WILL SUBMIT INVOICES DIRECTLY TO THE DISTRICT ACCORDING TO THE PAYMENT SCHEDULE OUTLINED IN THE CONTRACT.

LEA - San Ysidro Unified School District
School: Our Lady of Mt. Carmel
LEA Contacts: Elizabeth Originales elizabeth.originales@sysdschools.org Maria Rodriguez maria.rodriguez@sysdschools.org

Consultant	Supporting Documentation	Amount Owed p/School	Total Amount Due from LEA (# of schools x amount owed)
University of San Diego (USD) School of Leadership and Education Sciences (SOLES) Kelly Bonde Assistant Director for Community Engagement E: kbonde@sandiego.edu	Contract USD SOLES - W9 PL Goals 2024-2025	\$1,200	\$1,200

Diocese of San Diego

3888 Paducah Drive, San Diego, CA 92117 | www.sdcatholic.org
P. 858-490-8241 | ekramer@sdcatholic.org

Renaissance - Early Literacy Professional Development	Contract Scope of Work Renaissance W-9 PL Goals 2024-2025	\$900.00	\$900.00
		Total	\$2,100.00



DATE: March 5, 2025
INVOICE # 104
FOR: March 2025

San Ysidro Unified School District
Attn: Maria Rodriguez and Elizabeth Originales
4350 Otay Mesa Road
San Ysidro, CA 92173-1617
maria.rodriguez@sysdschools.org, elizabeth.originales@sysdschools.org
(619) 428-4476

DESCRIPTION	AMOUNT
University of San Diego's Catholic School Principal Leadership - Provide support and professional development to seven (7) principals.	\$ 1,200.00
TOTAL	\$ 1,200.00

14E.5
Page 20 of 36

Scope of Work

Academic Excellence begins with clarity.

Literacy skills support long-term achievement, in school and life. But each year, students across various grade levels in the US struggle with reading. Mastering foundational literacy skills, including phonics, is critical in developing successful readers. The Diocese of San Diego is determined to support the SD Catholic educators in obtaining professional learning opportunities to support students with highly engaging and equitable learning experiences.



Literacy Instruction to cultivate learning.

The Science of Reading research shows how important foundational literacy skills, especially phonics, are for reading proficiency. Renaissance understands the relationship of targeted professional learning and its impact as a contributing factor towards guiding educators in providing better classroom instruction, therefore improving student performance.

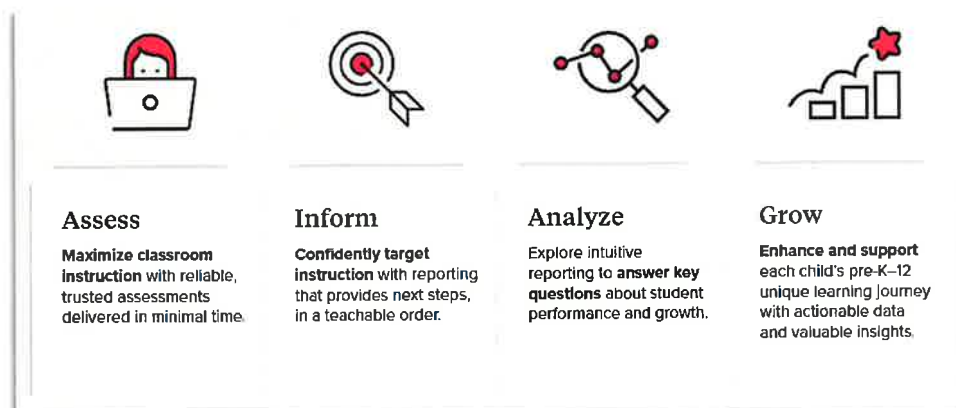
Meeting the Diverse Learning Needs

To meet the needs of all learners under the Science of Reading approach, students must be presented with complex, and culturally linguistically relevant content.

Literacy is much more than just reading. Literacy involves focusing on the development of a student's speaking, listening, reading, and writing skills across the various content areas.



When educators are provided with professional learning experiences that enhance their knowledge and tools for outlining what to teach, how to plan effective instruction, and develop a deeper understanding for analyzing student data to improve classroom instruction students' literacy skills and further support educators in mastering their craft.



Accelerating learning with informed data analysis.

PL Features

Our Professional Learning Services will guide educators in identifying best practices for:

- Designing lessons based on the Universal Design for Learning framework
- Aligning instructional activities to meet the learning intention and success criteria
- Using the backward design to plan a scope and sequence for units
- Evaluating student data insights across multiple sources to inform and adjust instruction

Empower and support educators.

We employ hundreds of current and former practitioners as Renaissance Coaches and Renaissance Consultants. These include teachers, curriculum experts, principals, and other educators in a variety of professional roles. Our consultants and coaches complete a rigorous certification process that includes the development of product knowledge, as well as adult learning and facilitation strategies to create meaningful learning opportunities.



The best professional learning is not a one-size-fits-all, off-the-shelf solution. It varies depending on your implementation plan, timeline, budget, learning style, and goals. We help you assemble the right blend of services to accomplish your goals and build strong implementations that yield results. Renaissance is dedicated to working with the Diocese of San Diego's key stakeholders to design a structured professional learning plan tailored to fit your needs.

2911 Peach Street, Wisconsin Rapids, Wisconsin 54494-1905
 Phone (800) 338-4204 | Fax (800)788-1272
 Tax I.D. #39-1559474

Invoice Number: INV5345767
 Invoice Date: 09/21/2024
 Bill To Number: 270302

Bill To

DIOCESE OF SAN DIEGO SCHOOLS
 3888 PADUCAH DR
 SAN DIEGO CA 92117-5349
 United States

Terms	PO #
Net 30	E-SIGN

Qty Ord	Item Num	Item Description	Tax (Y/N)	Discount	Ext. Price
2	COACHHOUR	60-minute Remote Session	N	0.00	900.00

Total Gross	Discount	Tax	Total Net	Payments Applied	Total Amount Due
900.00	0.00	0.00	900.00	\$0.00	USD \$900.00

Please include **invoice number** with your payment.

Send Payment to

By Check:

Renaissance
 PO Box 64910
 St. Paul, MN 55164-0910

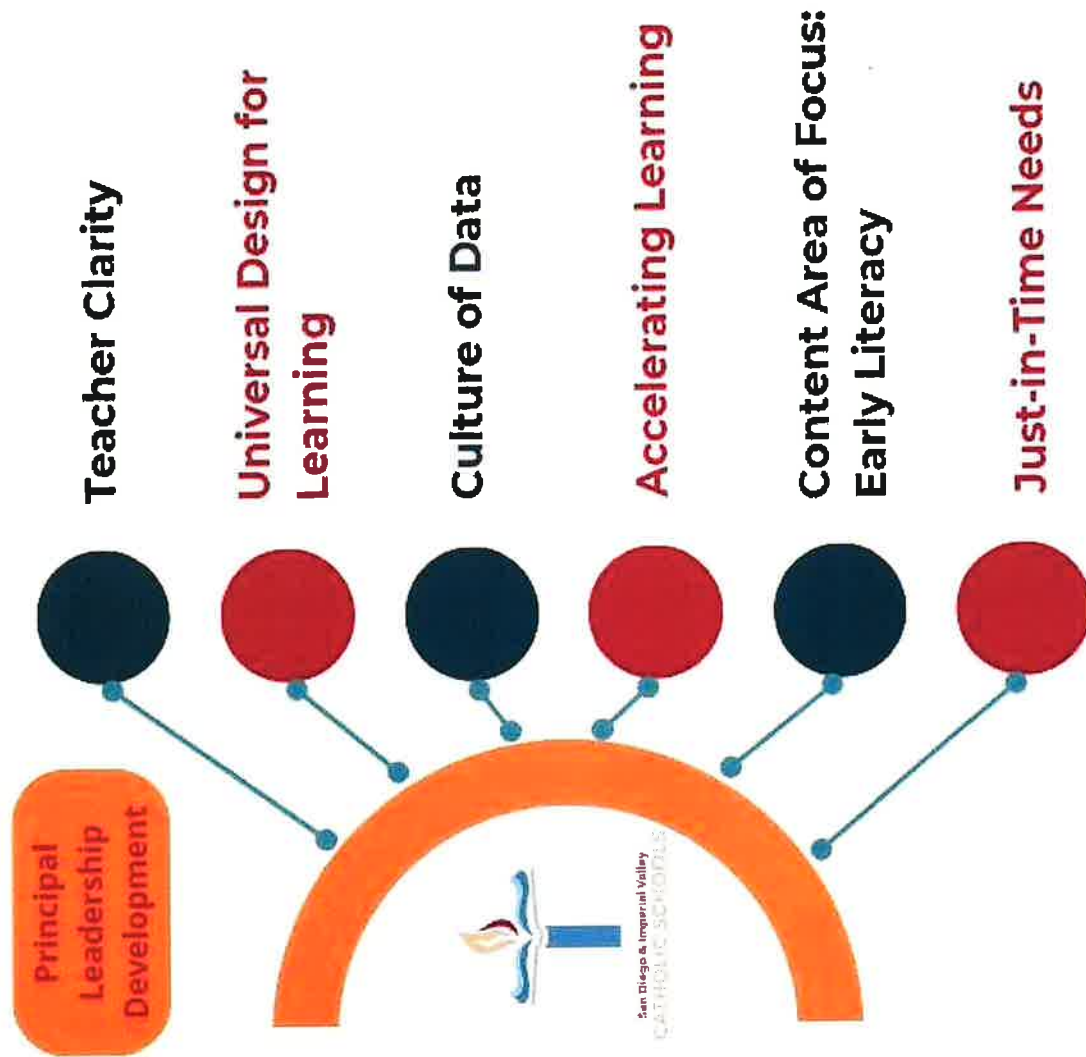
By Wire:

Bank: Wells Fargo Bank, N.A.
 420 Montgomery St.
 San Francisco, CA 94104
 ABA/Routing: 121000248
 SWIFT Code: WFBIUS6S
 Account Name: Renaissance Learning, Inc.
 Account #: 4945088771



5-Year Professional Learning Plan Overview Year 4

Updated: May 2024



San Diego Catholic Schools Professional Learning Strands, 2021-2026

By the end of the 2025-2026 school year, all SD Catholic educators will embrace high levels of learning for all students through collaboration and professional learning around:

1. Clear student learning goals and aligned assessments,
2. Learning experiences designed to assume learner variability, and
3. Data that informs instructional decision making.

2021-2026 Strand 1: Teacher Clarity

2024-2025 Goal(s): Teacher Clarity is the compilation of organizing instruction, explaining content, providing examples, guided practice, and assessment of learning (Fendick 1990). According to John Hattie (2009), teachers and students have clarity if they are able to answer three questions:

1. What am I learning?
2. Why am I learning it?
3. How will I know when I have learned it?

Rationale: When teachers are clear in the expectations and instruction, students learn more. Teacher clarity has an effect size of .88 (Frey, 2021).

NSBECS Alignment: 7.7; 7.10; 8.3 [Academic Excellence](#)

Topics in Teacher Clarity include:

- Clarity of Organization: lesson tasks, assignments and activities connect to the learning intention and success criteria
- Clarity of Explanation: information is relevant, accurate and comprehensible for students
- Clarity of Examples and Guided Practice: learning activities gradually move students toward independence with less support from the teacher
- Clarity of Assessment of Student Learning: teacher regularly gathers feedback on student learning and adjusts instruction based on the feedback
(*Teacher Clarity Playbook, XIV*)

2021-2026 Strand 2: Universal Design for Learning

2024-2025 Goal(s): Universal Design for Learning (UDL) is an education framework that recognizes the variability of all learners and helps educators to remove barriers to learning by giving students options and choices that empower them to take control of their own learning (Novak, 2020). UDL requires that teachers must provide:

1. Multiple means of engagement (“the why of learning”)
2. Multiple means of representation (“the what of learning”)
3. Multiple means of action and expression (“the how of learning”)

Rationale: In order to meet the needs of all learners, we have to create inclusive and equitable systems that ensure that all students have equal opportunities to learn at high levels. We need to make sure students *and* educators are getting the support they need academically, behaviorally, and social-emotionally in order to succeed. ([Novak](#), 2021)

NSBECS Alignment: 7.5; 7.6; 7.9; 7.10; 9.2; 9.3 [Academic Excellence](#)

Topics in UDL include:

- Understanding student variability and the need for planning with the UDL framework
- Learning concrete strategies for providing multiple means of engagement, representation, and action and expression
- Understanding the difference between UDL and Differentiated Instruction (DI)

2021-2026 Strand 3: Culture of Data

2024-2025 Goal(s): Administrators and teachers have a responsibility to create a culture of data by regularly collecting and analyzing multiple forms of data to improve student learning. Administrators should have school-wide data analysis practices, triangulating data from multiple sources to inform and adjust systemic systems and instructional practices. Teachers should consistently collect formative and summative student data to inform and adjust instruction to meet the needs of all learners and empower students to engage in their own data tracking.

Rationale: Over 50 percent of schools included a WCEA goal related to analyzing student data to inform instruction. Fostering a culture of data in professional learning can empower teachers to use data effectively, make informed decisions, and improve student learning outcomes. NSBECS Alignment: 7.1; 7.2; 7.3; 8.1; 8.3

NSBECS Alignment: 7.1; 7.2; 7.3; 8.1; 8.3 [Academic Excellence](#)

Topics in Culture of Data include:

- Analyzing Star Data, ACRE Data, Common Formative Assessments, and Classroom Data
- Vertical and horizontal articulation of learning
- Utilizing surveys to assess school and classroom climates, behavior interventions and student belonging

2021-2026 Strand 4: Accelerating Learning

2024-2025 Goal(s): Teachers should constantly be asking the four PLC questions: (DeFour, 2016)

1. What do we want all students to know and be able to do?
2. How will we know that students have learned it?
3. How will we respond when some students do not learn?
4. How will we extend the learning for students who are already proficient?

To accelerate the learning of all students, teachers should use backwards design to plan a clear scope and sequence, unit plans, and daily lesson plans that meet the needs of all learners through targeted, differentiated instruction.

Rationale: Creating a vertically aligned and coherent written curriculum is an accreditation goal of 40% of schools. NSBECS Standard 7.1 calls for 1) having a coherent curriculum based on rigorous standards and integrated with Catholic values, and 2) designing the course of studies to make sure that every student benefits from it. It is important to note that a curriculum is an "explicit and comprehensive plan developed to honor a framework of standards," (Jay McTighe and Grant Wiggins, The Understanding by Design Handbook).

NSBECS Alignment: 7.1;7.2;7.3; 7.7 [Academic Excellence](#)

Topics in Accelerating Learning include:

- Backwards Design for Learning
- Understanding the 4 PLC Questions
- Utilizing the simplified SD Atlas Unit Template
- Differentiating instruction to remediate and accelerate learning of students

2021-2026 Strand 5: Content Area of Focus: Early Literacy (UFLI Cohort 2)

2024-2025 Goal(s): Early Literacy - Participants will implement UFLI Foundations with fidelity in K-2 classrooms by understanding the how and why of the Science of Reading.

Rationale: “In many instances, students fail assessments of reading comprehension not because they cannot synthesize complex ideas presented in text, but because they do not have access to such ideas because they cannot decode the text. Ensuring students can fluently decode text affords them the opportunity to apply and refine their linguistic comprehension skills, construct meaning from text, and more accurately demonstrate their understanding on assessments” (UFLI Foundations)

NSBECS Alignment: 7.1; 7.2; 7.3; 8.1; 8.3 [Academic Excellence](#)

Schools that sign-up to be in UFLI Cohort 2 will be required to:

1. Purchase the UFLI manual for all participating teachers
2. Purchase and administer the STAR Phonics Assessment
3. Participate in classroom observations by UFLI Master Teachers

2021-2026 Strand 6: Just-in-Time Needs

2024-2025 Goal(s): Provide timely and targeted professional development that respond to the present needs of educators to meet the needs of all students.

Rationale: “Ninety-three percent of teachers experience high stress levels on a regular basis... and 40% of teachers leave the profession within five years” (Gordon, 2020). The global pandemic exacerbated the stressors that teachers feel daily. To combat the growing challenges of the teaching profession, the Diocese will provide timely and targeted PD in identified areas of need.

NSBECS Alignment: 7.7; 7.10; 7.11; [Academic Excellence](#)

Topics in Just-in-Time Needs include:

- Culturally-responsive pedagogy
- Inclusive practices
- Multi-tiered systems of support (MTSS)
- Educational Technology
- Social-emotional learning
- Classroom management

2021-2026: Principal Leadership Development

2024-2025 Goal(s): Provide timely and targeted professional development to current and aspiring Principals, so that they are equipped to support their teachers in meeting the needs of all of their students.

Rationale: Systems learned and implemented through professional development are only sustainable with “active participation and clear support from school leaders” (Cuskey, 2004). Principals must be equipped with the knowledge and skills to lead effectively to ensure long-term positive change within schools.

NSBECS Alignment: 7.7; 7.10; 7.11; [Academic Excellence](#)

Principal Leadership Development will be executed in partnership with the University of San Diego School of Leadership and Education (SOLES).

- Participating Principals will receive a certificate in Principal Leadership for successfully completing the program.
- Topics for the certificate program include: school-wide data analysis, teacher observations and evaluations, home-school partnerships, teacher coaching models, etc.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 10, 2025

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

FROM:
Willow School
Myrna Cerda, Principal

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO POLICE DEPARTMENT FOR THE GANG RESISTANCE EDUCATION AND TRAINING (G.R.E.A.T.) PROGRAM

BACKGROUND INFORMATION:

The Gang Resistance Education and Training (G.R.E.A.T.) Program began more than 25 years ago through a combined with other law enforcement agencies. The program has been successful and showed statistically significant positive effect on the following measures: More positive attitudes toward police, more positive attitudes about police in classrooms, less positive attitudes about gangs, more use of refusal skills, higher collective efficacy, less use of hitting neutralizations, less anger, lower rates of gang membership, higher levels of altruism, less risk-seeking.

The Principal at Willow Elementary School is requesting approval to host the G.R.E.A.T. Program for all fifth-grade students. These program sessions will be held at the school site, starting on April 14, 2025. The goal of this program is to prevent youth violence while developing a positive bond between law enforcement officers and youth.

RECOMMENDATION:

Approve the Law Enforcement and Educational Agency Agreement with the San Diego Police Department to provide the Gang Resistance Education and Training (G.R.E.A.T.) program to Willow School’s fifth-grade students at no cost to the District.

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.

☐ 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



LAW ENFORCEMENT AND EDUCATIONAL AGENCY AGREEMENT

Choose to Be G.R.E.A.T.!

The G.R.E.A.T. Program is an evidence-based and effective gang and violence prevention program built around school-based, law enforcement officer-instructed classroom curricula. The Program was developed by a multidisciplinary team of law enforcement personnel, educators, child psychologists, and university researchers.

The Program is intended as an immunization against delinquency, youth violence, and gang membership for children in the years immediately before the prime ages for introduction into gangs and delinquent behavior.

The success of the Program depends largely on the commitment of the local school and local law enforcement agencies who work together to combat violence, delinquency, and gang problems through prevention training.

The signing of this agreement establishes the mutual commitment between the local school district and law enforcement agency personnel to provide our children with the necessary skills to make good choices and to resist the pressures of gangs and their influence.

This form must be completed with signatures from each participating agency. If multiple officers from a law enforcement agency are attending a G.R.E.A.T. Officer Training, only one agreement needs to be signed annually.

This agreement is valid for exactly one year from the date of the law enforcement agency signature.

The G.R.E.A.T. Program Office keeps these agreements on file. This form will be sent only to agencies that do not currently have a valid Law Enforcement and Educational Agency Agreement form on file.

Email the agreement to:
information@great-online.org

Please direct questions to the G.R.E.A.T. registrar via phone at (800) 726-7070 or email at
information@great-online.org.

PRIVACY ACT INFORMATION

This information is provided pursuant to Public Law 93-579 (Privacy Act of 1974), December 31, 1974, relative to the collection of information for registration in a training program conducted by the G.R.E.A.T. Program.

1. **AUTHORITY:** Sections 1302, 3301, 3304, and 7201 of Title 5, United States Code, 42 U.S.C. 4222; 5 U.S.C. 301; and 46 F.R. 16586.
2. **PURPOSE:** To obtain information from state and local government personnel making application to a program conducted by G.R.E.A.T. for the purpose of student registration and program information.
3. **ROUTINE USES:** Disclosure upon request to the individual, to the individual's parent agency, or to any other individual or agency at the request of the individual to the G.R.E.A.T. staff or other governmental official is on a need-to-know basis.

Keep a copy of this agreement for your records.

THE LAW ENFORCEMENT AGENCY AGREES TO:

Officer

- ❖ Select only the best candidates for assignment to the G.R.E.A.T. Program.
- ❖ Coordinate scheduling with the G.R.E.A.T. instructor.
- ❖ Make every effort to allow assigned G.R.E.A.T. instructors to fulfill classroom commitments.
- ❖ Ensure that G.R.E.A.T. instructors are appropriately attired and present a professional manner.
- ❖ Replace the G.R.E.A.T. instructor for cause (e.g., poor performance, resignation, unacceptable behavior).

Curriculum

- ❖ Ensure that a certified G.R.E.A.T. instructor will be available to teach all scheduled G.R.E.A.T. lessons.
 - Middle school curriculum is 13 lessons.
 - Elementary school curriculum is 6 lessons.
 - See note below regarding substitute teaching.
- ❖ Ensure that the G.R.E.A.T. instructor will be allowed the allotted time for formal lessons.
 - Each lesson is designed to be taught in one period.

School

- ❖ Allow G.R.E.A.T. instructors time to provide orientation to the school staff.
- ❖ Allow G.R.E.A.T. instructors time for informal interaction with the children.
- ❖ Allow G.R.E.A.T. instructors time to properly prepare for their classroom activities.

Feedback

- ❖ Meet regularly with school representatives to evaluate program needs.
- ❖ Commit the G.R.E.A.T. instructor's supervisor to periodically visit classes and evaluate officer performance.

NOTE: Alternating Instructors and Substitute Teaching

- A key element to the success of the G.R.E.A.T. Program is the rapport building between the instructor and students. Alternating instructors interferes with the success of the Program.
- It shall be the responsibility of the law enforcement agency to make every effort to find a qualified substitute. Sometimes the best alternative is to make arrangements with the school to reschedule a class if the G.R.E.A.T. instructor is unavailable to teach for any reason.
- If your instructor is to be a relief/substitute instructor, it is G.R.E.A.T. Program policy that instructors teach an entire curriculum at least one time before being assigned to a substitute role.

THE AGREEMENT

We, the undersigned, are committed to work together to provide the G.R.E.A.T. curriculum to the children of our community. We have considered and have agreed upon the issues outlined in this Law Enforcement and Educational Agency Agreement. The details of our agreement have been recorded. Both the law enforcement agency and the school/school district/after-school program have a copy of the agreement on file.

Law Enforcement Agency Name: _____
City: _____ State: _____
Representative/Director Name: _____ Title: _____
Representative/Director Signature: _____
Date: _____

THE EDUCATIONAL AGENCY AGREES TO:

Curriculum

- ❖ Allow the G.R.E.A.T. instructor to teach all scheduled G.R.E.A.T. lessons.
 - Each lesson is designed to be taught in one period.
 - Middle school curriculum is 13 lessons.
 - Elementary school curriculum is 6 lessons.
- ❖ Coordinate scheduling with the G.R.E.A.T. instructor.
 - Lessons cannot be taught back to back. Ideally, lessons should be taught once a week. Students need time to absorb the material and practice the skills between lessons.

Classroom

- ❖ Make every effort to allow the assigned G.R.E.A.T. instructor to fulfill classroom commitments.
- ❖ Allow for use of audiovisual equipment for G.R.E.A.T. presentations.
- ❖ Permit the G.R.E.A.T. instructor to make reasonable homework assignments.
- ❖ Reinforce the G.R.E.A.T. curriculum throughout the week by integrating Program concepts into other subject areas (spelling, essays, etc.).

School

- ❖ Treat the G.R.E.A.T. instructor as a staff member rather than a "guest speaker."
- ❖ Provide bulletin board space for the display of G.R.E.A.T.-related items.
- ❖ Provide space for the G.R.E.A.T. instructor to facilitate the out-of-classroom responsibilities.
- ❖ Permit the G.R.E.A.T. instructor to have access to the playground and cafeteria to allow for informal interaction with the students.
- ❖ Refrain from calling upon the G.R.E.A.T. instructor to perform law enforcement duties, except in emergencies.
- ❖ Schedule orientation time for the school staff.
- ❖ Invite the G.R.E.A.T. instructor to attend faculty meetings.
- ❖ Schedule parent/guardian presentations.

Feedback

- ❖ Regularly meet with the law enforcement agency to evaluate program needs.
- ❖ Provide regular feedback to the law enforcement agency concerning G.R.E.A.T. instructor performance.

THE AGREEMENT

We, the undersigned, are committed to work together to provide the G.R.E.A.T. curriculum to the children of our community. We have considered and have agreed upon the issues outlined in this Law Enforcement and Educational Agency Agreement. The details of our agreement have been recorded. Both the law enforcement agency and the school/school district/after-school program have a copy of the agreement on file.

Select the G.R.E.A.T. Program Setting:

☒ School/School District

☐ After-School Program (e.g., PAL, Boys & Girls Club)

Educational Agency Name: San Ysidro School District

City: San Ysidro State: California

Representative/Director Name: Marilyn Adrianzen Title: CBO

Representative/Director Signature: _____

Date: _____ Board approved/ratified: _____

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 10, 2025

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH SIGNA DIGITAL SOLUTIONS FOR COPIERS AND PRINTERS – EXHIBIT F

BACKGROUND INFORMATION:

On December 12, 2023, the Governing Board approved to award RFP No. 23/24-001 and a 5-year agreement with Signa Digital Solutions for district-wide copiers and printers. Exhibit F is made part of the Professional Services Agreement for two additional devices for San Ysidro Middle School and Sunset Elementary School.

Monthly FMV Lease: \$669.36

Service Rate B/W: \$0.00490

RECOMMENDATION:

Approve Exhibit F of the Professional Services Agreement with Signa Digital Solutions for two additional copiers. Cost implications will be paid from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes ☐ No

Requisition #

Estimated Annual

TBD

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

Exhibit F to PROFESSIONAL SERVICES AGREEMENT

This Exhibit is effective this 3rd day of April 2025, by and between the San Ysidro School District, hereinafter called the "District", and

Signa Digital Solutions

(858) 467-7979

Company/Contractor

Telephone Number

8902 Activity Road, Suite B. San Diego, Ca 92126

www.gosigna.com

Address

Website

1 SCOPE OF SERVICES

In compliance with all terms and conditions of the Professional Services Agreement dated December 13, 2023, the Contractor shall provide the services specified in that agreement for the additional devices the District is ordering as listed below.

Level	Location	Replacement Make/Model	Included Paper Trays	Configuration	Monthly FMV Lease Payment	Service Rate B/W	Install
San Ysidro Middle School	Copy Room between 102 & 103	Canon DX 8986	550 550 3000	PostScript Driver Color Scanning Scan in searchable PDF Single Pass Duplex Scan External 2-tray Finisher with Stapling and 3-Hole Punch	\$334.68	\$0.00490	April 2025
Sunset Elementary	Staff Workroom	Canon DX 8986	550 550 3000	PostScript Driver Color Scanning Scan in searchable PDF Single Pass Duplex Scan External 2-tray Finisher with Stapling and 3-Hole Punch	\$334.68	\$0.00490	April 2025
				Total Monthly Lease Payment	\$669.36		

CONTRACTOR

DISTRICT

Signa Digital Solutions

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:



Signa Digital Solutions
8902 Activity Road Suite B
San Diego , CA 92126

Service Agreement

Date 3/26/2025
Customer # 78733565
Representative Sonja Cowan

Ship To

Sunset Elementry School
3825 Sunset Lane
San Ysidro, Ca 92173
Contact: Araceli Felix
Meter Contact: Araceli Felix
Meter Method: Imageware Remote
E-Mail: San Ysidro Middle & Susent School (619) 428-1505

Bill To

San Ysidro School District
4350 Otay Mesa Rd
San Ysidro, CA 92173

Installation and Service Agreement Options

Appropriate categories must be initiated by the client in the box to the left of the option.

Maintenance Type: **Premium: Includes parts and labor, drums and developer, toner for B & W copiers. Does not include paper, staples.**
Billed with Lease: No
Contract Length (months): 45
Contract Start Date: Upon Delivery

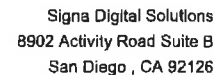
	Base Rate	Base Allowance	Base Billed	Base Amount	Overage	Overage Billed
B/W-Includes Staples	0.0049	0	Monthly	\$0.00	0	
Color	0	0		\$0.00	0	
B/W Printer	0	0		\$0.00		
Color Printer	0	0		\$0.00		

If wide-format, billing is per Square foot / Linear Foot

Make/Model	Serial Number	ID Number	B/W Start Meter	Color Start Meter
imageRUNNER ADVANCE DX 8986i	imageRUNNER /			
imageRUNNER ADVANCE DX 8986i	imageRUNNER /			
imageRUNNER ADVANCE DX 8986i	2/3 Hole Puncher			
imageRUNNER ADVANCE DX 8986i	Staple Finisher-A			

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer.
Authorized signature acknowledges terms / conditions and expiration dates or meter readings.

Customer Acceptance			Dealer Representative	
Authorized Signature/Date	Print Name	Title	Signature	Date
	Marilyn Adrianzen	CBO		4/3/25



Date 3/26/2025
Customer # 78733565
Representative Sonja Cowan

Bill To

San Ysidro Middle School
4345 Otay Mesa Rd
San Ysidro, Ca 92173
Contact: Araceli Felix
Meter Contact: Araceli Felix
Meter Method: Imageware Remote
E-Mail: San Ysidro Middle & Susent School (619) 428-1505

San Ysidro School District
4350 Otay Mesa Rd
San Ysidro, CA 92173

Appropriate categories must be initialed by the client in the box to the left of the option.

Maintenance Type: *Premium: Includes parts and labor, drums and developer, toner for B & W copiers. Does not include paper, staples.*
Billed with Lease: No
Contract Length (months): 45
Contract Start Date: Upon Delivery

	Base Rate	Base Allowance	Base Billed	Base Amount	Overage	Overage Billed
B/W - Includes Staples	0.0049	0	Monthly	\$0.00	0	
Color	0	0		\$0.00	0	
B/W Printer	0	0		\$0.00		
Color Printer	0	0		\$0.00		

If wide-format, billing is per Square foot / Linear Foot

Make/Model	Serial Number	ID Number	B/W Start Meter	Color Start Meter
imageRUNNER ADVANCE DX 8986i	imageRUNNER /			
imageRUNNER ADVANCE DX 8986i	imageRUNNER /			
imageRUNNER ADVANCE DX 8986i	2/3 Hole Puncher			
imageRUNNER ADVANCE DX 8986i	Staple Finisher-A			

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. ~~THE METER AND YOUR METER CANNOT BE USED TO VERIFY THE DATE OF THIS AGREEMENT FOR ANY OF~~

Dealer Representative

Date _____

Marlyz af Marilyn Adrianzen

CBD

$$4 \mid 3 \mid 25$$

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 10, 2025

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

☐ Informational
☒ Action

AGENDA ITEM: MUNICIPAL LEASE AGREEMENT WITH CANON FINANCIAL SERVICES, INC.
FOR EXHIBIT F

BACKGROUND INFORMATION:

The Municipal Lease Agreement with Canon Financial Services, Inc. was approved to lease copiers/equipment for all the district's school sites and most offices. This agreement is associated with RFP 23/24-001 and the agreement with Signa Digital Solutions for copiers and printers.

Exhibit F is for two additional copiers that were replaced at San Ysidro Middle School and Sunset School. The monthly lease rate is \$669.36 for 45 months. The total cost is estimated at \$30,121.20.

RECOMMENDATION:

Approve/Ratify the Municipal Lease Agreement with Canon Financial Services, Inc. for the procurement of two copiers related to Exhibit F of the Signa Digital Solutions Agreement. The estimated cost for Exhibit F is \$30,121.20 to be paid from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes ☐ No

Requisition #

Estimated Contract

\$30,121.20

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No



Canon Financial Services, Inc.

Addendum to Agreement for application # 1988421

WHEREAS, Canon Financial Services, Inc. ("CFS") and San Ysidro School District ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement (whether designated a Lease, Rental Agreement, Master Lease, or otherwise) ("Agreement") for the lease or rental of certain equipment ("Equipment").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

Capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to such terms in the Agreement. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

The terms and conditions paragraph(s) in the Agreement (CFS-1043 11/22) are changed as follows:

2. TERM OF AGREEMENT: Paragraph 2 is amended by adding the following to the end of the paragraph: "This Agreement may be terminated by Customer for cause in the event of any of the following: (i) a material breach as defined in the Professional Services Agreement dated December 13, 2023 ("Services"); by and between Customer and Signa Digital Solutions, Inc. ("Contractor") (ii) misrepresentation by Contractor in connection with the performance of Services; and/or (iii) Contractor's failure to perform Services as directed by Customer. Termination for cause shall be effective immediately upon the delivery of written notice of termination to Contractor. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to Customer to date of the notice of termination and Contractor shall be entitled to no further compensation."

3. PAYMENTS: Paragraph 3 is amended by deleting the third and fourth sentences in their entirety.

10. INDEMNITY: Paragraph 10 is amended by adding the following words to the end of the first sentence: "unless due to CFS' gross negligence or willful misconduct".

17. LATE CHARGES; EXPENSES OF ENFORCEMENT: Paragraph 17 is amended by deleting "whether or not suit is brought" and replacing with "; provided, that if suit is brought, the prevailing party shall be entitled to its actual attorneys' fees and costs reasonably incurred" in the third sentence.

19. RENEWAL; RETURN: Paragraph 19 is amended by deleting the third sentence in its entirety.

26. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: Paragraph 26 is amended by (i) deleting the first sentence in its entirety; (ii) deleting each instance of the words "NEW JERSEY" and replacing with the words "CALIFORNIA"; (iii) deleting the words "CAMDEN OR BURLINGTON" and replacing with the words "SAN DIEGO"; and (iv) deleting the words "AT CFS'S SOLE OPTION,"

Customer agrees that CFS may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY CFS.



CANON FINANCIAL SERVICES, INC. ("CFS")
Remittance address: 14904 Collections Center Drive
Chicago, Illinois 60693 (800) 220-0200

MUNICIPAL LEASE AGREEMENT

Fair Market Value
CFS-1043 (11/22)

CFS' AGREEMENT
NUMBER

CUSTOMER (FULL LEGAL NAME) San Ysidro School District		DBA		PHONE 619-428-4476 ("Customer")	
BILLING EMAIL ADDRESS Blanca.Vega@sysdschools.org	BILLING CONTACT FIRST NAME Blanca	BILLING CONTACT LAST NAME Vega	BILLING CONTACT PH # 619-428-4476	<input type="checkbox"/> Checking box or omitting email address defaults to paper invoice. Not checking box defaults to electronic invoice, Billing data needed.	
BILLING ADDRESS 4350 Otay Mesa Rd		CITY San Ysidro	COUNTY San Diego	STATE Ca	ZIP 92173
EQUIPMENT ADDRESS Various Locations		CITY	COUNTY	STATE	ZIP
EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS		
Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment *	
2		Canon 8986	45	\$669.36	
				* Plus Applicable Taxes	
TERM 45 (in months)		PAYMENT FREQUENCY <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____		END OF TERM PURCHASE OPTION Fair Market Value	

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER EXCEPT AS DESCRIBED IN THE FISCAL FUNDING PROVISION HEREIN. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED CANON FINANCIAL SERVICES, INC. By: _____ Title: _____ Date: _____		AUTHORIZED CUSTOMER SIGNATURE By: X _____ Title: CBO Printed Name: Marilyn Adrianzen Email Address: marilyn.adrianzen@sysdschools.org By: X _____ Title: _____ Printed Name: _____ Email Address: _____	
To: Canon Financial Services, Inc. ("CFS") Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement. Signature: _____ Printed Name: _____ Title (if any): _____ Date: _____			

TERMS AND CONDITIONS

1. **AGREEMENT:** CFS leases to Customer, a _____ [state name or political subdivision or agency] of _____ [State name], with its chief executive office at _____, and Customer leases from CFS, with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment"), upon the terms and conditions set forth in this Municipal Lease Agreement ("Agreement").
2. **TERM OF AGREEMENT:** This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by CFS or any later date that CFS designates ("Agreement Date"), and shall consist of the payment periods specified above and any renewal periods. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof, except as set forth herein. The term of this Agreement shall end, unless sooner terminated by CFS after an event of default or under the Fiscal Funding provision, when all amounts required to be paid by Customer under this Agreement have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms hereof. Except as provided herein, Customer has no right to return the Equipment to CFS.
3. **PAYMENTS:** Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as invoiced by CFS ("Payments"). Such Payments are comprised of the principal and interest thereon. The amount of each Payment is based on the supplier's best estimate of the cost of the Equipment. Customer authorizes CFS to adjust the Payment herein by up to fifteen percent (15%) if the actual total cost of the Equipment, including any sales or use tax, is more or less than originally estimated. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any abatements, set-off, defense or counterclaim for any reason whatsoever.
4. **APPLICATION OF PAYMENTS:** All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount, and among amounts having the same date in such order as CFS, in its discretion, may determine.
5. **NO CFS WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.
6. **FISCAL FUNDING:** Customer warrants that it has funds available to pay Payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS under this Agreement. In the event Customer returns the Equipment pursuant to the terms of this Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.
7. **ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement. As between CFS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not execute this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.
8. **LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The chief executive office address of Customer is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name or chief executive office address, and shall execute and deliver to CFS such documents as required or appropriate.
9. **WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.
10. **INDEMNITY:** Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.
11. **MAINTENANCE; ALTERATIONS:** Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

12. TAXES; OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that, where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such personal property taxes as invoiced by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer, and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO CFS A DOCUMENTATION FEE, IN THE AMOUNT OF \$85, TO REIMBURSE CFS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

13. INSURANCE: Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall be with companies satisfactory to CFS. Each insurer providing such insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to CFS. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to CFS under this Agreement; plus (ii) the present value of all remaining Payments for the full term of this Agreement; plus (iii) the Fair Market Value of the Equipment (as defined herein); plus (iv) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage to Equipment under any such insurance policy. If within ten (10) days after CFS' request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the obligation, to obtain insurance covering CFS' interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. CFS and any of its affiliates may make a profit on the foregoing.

14. LOSS; DAMAGE: Customer assumes and shall bear the entire risk of loss, theft of, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay CFS the Remaining Lease Balance. Upon CFS' receipt of the Remaining Lease Balance, CFS shall transfer the applicable Equipment to Customer "AS-IS, WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate with respect to such Equipment.

15. DEFAULT: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under this Agreement, without notice or demand by CFS; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

16. REMEDIES: Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to require Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this Agreement, with CFS retaining title to the Equipment; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment and (i) retain such Equipment and all Payments and other sums paid hereunder, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (i) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. If the proceeds of the sale of the Equipment are not sufficient to pay the balance of any Payments owed by Customer during its then-current appropriation period, CFS may take any other remedy available at law or in equity to require Customer to pay such Payments and perform any of its other obligations under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

17. LATE CHARGES; EXPENSES OF ENFORCEMENT: If Customer fails to pay any sum to be paid by Customer to CFS under this Agreement on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

18. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer this Agreement. Customer agrees that if CFS transfers this Agreement, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations, which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

19. RENEWAL; RETURN: This Agreement shall automatically renew on a month-to-month basis at the same Payment amount and frequency unless Customer sends written notice to CFS, at least sixty (60) days' before the end of the scheduled term or any renewal term that Customer either (i) shall exercise the Purchase Option in accordance with the terms hereof and at the end of such term exercises such Purchase Option, or (ii) does not want to renew this Agreement, and at the end of such term returns the Equipment as provided below. Unless

this Agreement automatically renews or Customer purchases the Equipment as provided herein, Customer shall, at the termination of this Agreement, or upon termination of the lease of any item of Equipment as described in the Fiscal Funding provision hereof, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by CFS. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to CFS as provided herein, Customer shall pay to CFS upon demand one billing period's Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse CFS for any costs incurred by CFS to place the Equipment in good operating condition.

20. PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION. To exercise this option, Customer shall give CFS sixty (60) days' prior irrevocable written notice that it will purchase all the Equipment at the end of the initial term or any renewal term for the Purchase Option price indicated on the face of this Agreement plus any applicable taxes, expenses, charges and fees. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon sixty (60) days' prior irrevocable written notice purchase all (but not less than all) the Equipment at a price equal to the sum of all remaining Payments, plus the Fair Market Value, plus any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be CFS' retail price at the time Customer notifies CFS of its intent to purchase the Equipment. Upon proper notice and payment by Customer of the amounts specified above, CFS shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate.

21. DATA: Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. Neither CFS nor any of its affiliates have an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Canon dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer and CFS applies, or could be construed to apply to Data.

22. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT: No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded. If this Agreement is recharacterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns, a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

23. UCC-ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES, AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

24. WAIVER OF OFFSET: This Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the supplier, dealer, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under this Agreement, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

25. AUTHORITY AND AUTHORIZATION: Customer represents and agrees that (a) Customer is a state or a political subdivision or agency of a state; (b) that entering into and performance of the Agreement is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which Customer is party; and (c) Customer has complied with any bidding requirements and, where necessary, has properly presented this Agreement for approval and adoption as a valid obligation on Customer's part. Upon request, Customer agrees to provide CFS with an opinion of counsel as to clauses (a) through (c) above, an incumbency certificate, and other documents that CFS may request, with all such documents being in a form satisfactory to CFS.

26. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: THIS AGREEMENT HAS BEEN EXECUTED BY CFS IN, AND SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

27. GOVERNMENT USE: Customer agrees that the use of the Equipment is essential for Customer's proper, efficient and economic operation. Customer will be the only entity to use the Equipment during the term of this Agreement and Customer will use the Equipment only for Customer's governmental purposes. Upon request, Customer agrees to provide CFS with an essential use letter in a form satisfactory to CFS as to the preceding sentence.

28. MISCELLANEOUS: All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CFS to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All notices to CFS from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile, or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, this Agreement contains the entire arrangement between Customer and CFS and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

SAN YSIDRO SCHOOL DISTRICT *GOVERNING BOARD AGENDA*

TO: Governing Board

BOARD MEETING DATE: April 10, 2025

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

FROM:
Human Resources
Efrain Burciaga, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH THE SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR FINGERPRINT CLEARINGHOUSE SERVICES

BACKGROUND INFORMATION:

Pursuant to Education Code sections 44830.2 and 45125.01. The purpose of the clearinghouse is to provide for a centralized system for receiving and maintaining fingerprint records of temporary, part-time, or substitute certificated and classified employees who may be employed by more than one San Diego County public school employer.

The term of this agreement shall be effective upon execution and shall remain in force up to June 30, 2030. In compliance with the Education Code 17596, the maximum term of this agreement shall be 5 years.

RECOMMENDATION:

Approve the agreement with the San Diego County Superintendent of Schools for Fingerprint Clearinghouse services to support Human Resources onboarding. The cost implications will be paid from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes ☐ No

Requisition #

TBD

(Amount)

General

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

**MEMORANDUM OF AGREEMENT
SAN DIEGO COUNTY SCHOOLS FINGERPRINT CLEARINGHOUSE**

This Memorandum of Agreement for participation in the San Diego County Schools Fingerprint Clearinghouse is entered into by San Ysidro School District ("DISTRICT/AGENCY") and the San Diego County Superintendent of Schools ("COUNTY") pursuant to Education Code sections 44830.2 and 45125.01. The purpose of the clearinghouse is to provide for a centralized system for receiving and maintaining fingerprint records of temporary, part-time, or substitute certificated and classified employees who may be employed by more than one San Diego County public school employer.

The parties agree as follows:

1. The DISTRICT/AGENCY hereby designates the San Diego County Superintendent of Schools as its agent for the purpose of fulfilling the following functions and responsibilities which are set forth in the Education Code sections 44830.1 and 45125:
 - Receiving reports of convictions of the serious and violent felonies as defined in Education Code sections 44830.1(c)(1) and 45122.1(c)(1); sex offenses as defined in Education Code section 44010; controlled substance offenses as defined in section 44011; or offenses specified in section 44424.
 - Reviewing Criminal Offender Record Information (CORI).
 - Subscribing to the subsequent arrest notification service from the California Department of Justice as provided under Penal Code section 11105.2.
 - Reviewing reports of subsequent arrests and dispositions from the Department of Justice.
 - Maintaining a common list of persons eligible for employment.
 - Making information available to the District/Agency as provided in paragraphs 4 and 5.
2. The agency designation described in paragraph 1, above, shall apply to all temporary, part-time or substitute employees, and all applicants for such positions.
3. The Assistant Superintendent, Human Resource Services or designee at COUNTY shall be responsible for the functions described in paragraph 1, above.
4. **Criminal Offender Record Information (CORI)** -- No party to this agreement shall disclose the contents of, or provide copies of Criminal Offender Record Information except that upon receipt of a criminal record summary, the COUNTY Assistant Superintendent, Human Resource Services or designee shall take the following action(s):
 - If the information received from the California Department of Justice reveals that the employee or applicant is not prohibited from being employed, the person's name shall be placed on a list of eligible employees.
 - Notify the DISTRICT/AGENCY Superintendent or designee informing him/her that the Criminal Offender Record Information summary for the individual is available for inspection at the office of the Assistant Superintendent, Human Resource Services by the Superintendent or designee on a confidential basis for a period of thirty (30) days following receipt of the notice.
 - If the information received from the California Department of Justice reveals that an employee or applicant is prohibited from being employed, the DISTRICT/AGENCY Superintendent or designee shall be notified of that fact and that the Criminal Offender Record Information summary for the individual is available for inspection at the office of the Assistant Superintendent, Human Resource Services by the Superintendent or designee on a confidential basis for a period of thirty (30) days following receipt of the notice.
 - COUNTY shall comply with Criminal Offender Records Information destruction, storage, dissemination, auditing, backgrounding and training requirements as set forth in Sections 700 through 708, inclusive, of Title 11 of the California Code of Regulations and the rules regarding use and security of these records as set forth in Section 11077 of the Penal Code.

5. **Notice of Subsequent Arrest or Disposition** -- No party to this agreement shall disclose the contents of, or provide copies of Criminal Offender Record Information except that upon receipt of subsequent arrest or disposition information, the Assistant Superintendent, Human Resource Services or designee shall take the following actions(s):
- Immediately notify the DISTRICT/AGENCY Superintendent or designee of each participating DISTRICT/AGENCY known by SDCOE to have employed the individual via telephone or e-mail, informing him/her that an individual is no longer eligible for employment based upon the information contained within the notice. The notice shall be available for inspection at the office of the Assistant Superintendent, Human Resource Services by the Superintendent or designee on a confidential basis for a period of thirty (30) days.
 - Notify the DISTRICT/AGENCY via weekly email reports of all subsequent arrest or disposition notifications received and whether or not the employee is eligible for employment based upon the information contained within the notice which shall be available for inspection at the office of the Assistant Superintendent, Human Resource Services by the Superintendent or designee on a confidential basis for a period of thirty (30) days.
 - COUNTY shall comply with Criminal Offender Records Information destruction, storage, dissemination, auditing, backgrounding and training requirements as set forth in Sections 700 through 708, inclusive, of Title 11 of the California Code of Regulations and the rules regarding use and security of these records as set forth in Section 11077 of the Penal Code.
6. The DISTRICT/AGENCY shall identify Record Reviewers to receive information pertaining to any Criminal Offender Record Information reports obtained. The DISTRICT/AGENCY shall provide this information to the COUNTY annually, or upon any changes in staff.
7. The DISTRICT/AGENCY understands that fingerprint results will be valid in the Clearinghouse for no more than 10 years from the date of printing. It is the DISTRICT/AGENCY'S responsibility to ensure that the individual has valid clearance as outlined in Education Code.
8. The DISTRICT/AGENCY hereby authorizes COUNTY to complete an expenditure transfer on an annual basis to charge an amount determined by COUNTY to represent the prorated share of the Fingerprint Clearinghouse operating cost. The expenditure for a DISTRICT/AGENCY that is a charter, shall be paid by their chartering authority school district.

RENEWAL TERMS

This Agreement shall be effective upon execution until June 30, 2030 unless written notification of cancellation is provided by either party. Such notification shall be provided at least thirty (30) days prior to the cancellation date. In compliance with Education Code 17596, the maximum term of this agreement shall be 5 years.

TOBACCO-FREE FACILITY

The COUNTY is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office property.

INDEMNIFICATION

The DISTRICT/AGENCY 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/AGENCY, that arise out of, pertain to, or relate to DISTRICT/AGENCY's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. DISTRICT/AGENCY agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such DISTRICT/AGENCY's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. DISTRICT/AGENCY'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/AGENCY's expense, subject to DISTRICT/AGENCY'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/AGENCY or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

NOTICES

All notices, legal or otherwise, shall be provided as follows:

COUNTY

Dr. Sheiveh Jones, Ed.D.
Interim Assistant Superintendent, Human Resources
6401 Linda Vista Road
San Diego, CA 92111
858-295-8806
snjones@sdcoe.net

With copy to:
Chief Business Officer and
SDCOE Legal Services
6401 Linda Vista Road
San Diego, CA 92111

DISTRICT/AGENCY

Name: Efrain Burciaga
Title: Director of Human Resources
Address: 4350 Otay Mesa Road
City, State Zip: San Ysidro, CA 92173
Phone: (619) 428-4476 ext. 3012
Email: efrain.burciaga@sysdschools.org

With copy to (if applicable):

Chief Business Official
4350 Otay Mesa Road
San Ysidro, CA 92173

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.

AMENDMENT

No oral or other agreements or understandings shall be effective to modify or alter the written terms of the 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 Consultant.

GOVERNING LAW

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS**

DISTRICT/AGENCY

By (Authorized Signature)

Michael Simonson

Name (Type or Print)

Deputy Superintendent, Chief Business Officer

Title

Date

By (Authorized Signature)

Marilyn Adrianzen

Name (Type or Print)

Chief Business Official

Title

Date

Board approved: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 10, 2025

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

FROM:
Human Resources
Efrain Burciaga, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH PEPPERDINE UNIVERSITY

BACKGROUND INFORMATION:

Pepperdine University desires the cooperation of San Ysidro School District in the training of students through the directed teaching experiences. The District shall provide teaching experiences, also known as Student Teaching, through directed teaching.

The term of this contract is August 1, 2025 – July 31, 2030.

RECOMMENDATION:

Approve the agreement with Pepperdine University, Graduate School of Education and Psychology for directed student teaching experiences.

LCAP GOAL AND ACTION/SERVICE (please indicate): Goal #1: Student Achievement – Action 1.5: Develop a training program for resource teachers to focus on curriculum, professional development, instructional coaching, and special programs. Establish and implement a system for resource teachers to demonstrate effective lessons and innovative teaching strategies to teachers at school sites.

☐ 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

DIRECTED TEACHING AGREEMENT

This Agreement is made between Pepperdine University ("Pepperdine") on behalf of Pepperdine Teacher Preparation Programs and the hereinafter mentioned school district ("District"). It is the parties' intent that this agreement is a cooperative agreement for the benefit of the public and that entering into this agreement does not trigger any compliance or reporting obligation on the part of Pepperdine. This agreement does not in any way enlarge the University's obligations under federal or state law regulation.

RECITALS

- A. Pepperdine has established an approved program (the "Program") of directed teaching for training education students of the University;
- B. Directed teaching experiences are a required and integral part of the Program;
- C. Pepperdine desires the cooperation of **San Ysidro School District** in the training of students through the directed teaching experiences, which will provide a benefit to the public; and
- D. Pursuant to the provisions of Section 44320 of the California Education Code, the governing board of a District is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution, to provide teaching experience through directed teaching to students enrolled in teacher education curricula of such institution; and
- E. Any such agreement may provide for the payment in money or services for the services rendered by the District in an amount not to exceed the actual cost to the District of the services rendered by the District.

Now, therefore, it is mutually agreed between the parties hereto as follows:

SPECIAL PROVISIONS

DATE: **February 27, 2025**

PARTIES: Pepperdine and San Ysidro School District

TERM: From August 1, 2025 to July 31, 2030.

CONTRACT SERVICES: Not to exceed three Clinical Experiences per year, per mentor.

RATE AND AMOUNT: \$150 Master Teaching Stipend per student, per session of Clinical Observation of student by Master Teacher. \$150 Master Teaching Stipend per student teacher, per session of directed mentoring for Clinical Experience.

METHOD OF PAYMENT: Check one.

_____ Stipend is to be paid directly to the District.

XXXX Stipend is to be paid directly to the Master Teacher.

GENERAL TERMS

1. Directed Teaching

- A. The District shall provide teaching experience through directed teaching in schools and classes of the District, not to exceed the number of directed teaching assignments. Such directed teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and Pepperdine through their duly authorized representatives may agree upon.
- B. The District may, for good cause, refuse to accept for directed teaching any student of Pepperdine assigned to directed teaching in the District. In such event, Pepperdine shall terminate the assignment of such student to the directed teaching program in the District.
- C. The term “directed teaching” as used herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District who hold valid clear teaching credentials issued by the California Commission on Teacher Credentialing authorizing them to serve as classroom teachers in the schools or classes in which the direct teaching is provided, and who have completed a minimum of three years successful teaching experience.
- D. Pepperdine student teachers without emergency or substitute credentials may not be asked by the school districts to serve and be paid for substitute teaching. Such students are not regarded as properly certified and require full-time supervision. Those holding substitute or emergency credentials may substitute only for their master teacher when s/he is out ill; when it is determined by the principal that such substitution is in the best interest of the student teacher and the students in the classroom; only after the first four weeks of that student’s first student teaching assignment; the student teacher is paid by the District; and the number of days is kept to a minimum.
- E. Pepperdine will pay for the performance by the District of all services required to be performed by the District under this Agreement at the aforesaid rates for each session of part-time directed teaching or full-time directed teaching provided by the District pursuant to this Agreement.
- F. The term “session of directed teaching” as used herein and elsewhere in this Agreement is considered to be a full day of directed teaching for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidates receives four (4) semester units of practice teaching credit) and six (6) periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidates receive four (4) semester units of practice teaching credit). The credential candidate must complete two (2) sessions for a minimum total of sixteen (16) weeks.
- G. An assignment of a Pepperdine student to directed teaching in classes of schools of the District shall be for one (1), two (2), or three (3) sessions as mutually agreed between Pepperdine and the District.

- H. An assignment of a Pepperdine student to directed teaching in the District shall be deemed to be effective for the purposes of this Agreement as of the date the student presents to the proper authorities of the District the assignment papers or other documents provided by Pepperdine affecting such assignment, but no earlier than the date of such assignment as shown on such card or other documents.
 - I. In the event the assignment of a Pepperdine student to directed teaching is terminated by Pepperdine for any reason after the student has been in directed teaching and has been at the assignment for a minimum of two weeks, the District shall receive payment for the assignment on account of such student as though there had been no termination of the assignment. Said payment not to exceed \$150 per student per session of terminated assignment.
 - J. If applicable, within a reasonable time following the close of each session of Pepperdine, the District shall submit an invoice in triplicate, to Pepperdine for payment, at \$150 per student, per term, for all directed teaching provided by the District under and in accordance with this Agreement during said session. This process may be altered in writing according to individual district procedures as to how the invoicing will proceed.
 - K. Notwithstanding any other provision of this Agreement, Pepperdine shall not be obligated by this Agreement to pay the District any amount in excess of the total sum.
 - L. 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 Intern.
 - M. In accordance with California Education Code Section 49406, each credential candidate prior to assignment to District must obtain at his or her sole expense an examination, by a licensed physician or surgeon within the past 60 days to determine that he or she is free of active tuberculosis, or provide a current certificate that shows s/he is free of communicable tuberculosis prior to beginning their assignment in the District.
 - N. District placements should provide opportunities for candidates to practice comprehensive literacy instruction including appropriate foundational skills, language skills, oral and written language, and screening and diagnostic techniques such that they can complete submissions for a Commission on Teacher Credentialing-approved Literacy Performance Assessment required for credentialing. District placements should, to the best of their ability, attempt to provide candidates with opportunities to work with students with dyslexia by observing and practicing concepts and strategies included in the California Dyslexia Guidelines.
1. Minimum Insurance Requirements
- A. District. The District shall maintain insurance in full force and effect, at its sole expense, the following minimum insurance coverage or comparable program of self-insurance:

Graduate School of Education and Psychology

- i. Commercial General Liability (Minimum Requirement):
\$1,000,000 Combined Single Limit
- ii. Coverage:
 - Premises/Operations
 - Liability Medical Payments
 - Liability
 - Personal Injury Liability
- iii. The District shall maintain in full force and effect, at its sole expense, Workers' Compensation and Employers Liability Insurance in a form and amount covering District's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time. Coverage:
 - 1. Statutory limits per State of California
 - 2. Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 Each Employee

District shall provide University with 30 days written notice before cancellation, or any reduction or material change in coverage.

B. University shall maintain insurance in full force and effect, at its sole expense:

- i. Commercial General Liability (Minimum Requirement): Per occurrence
 - \$2,000,000 General Aggregate
 - \$1,000,000 Combined Single Limits
- ii. Coverage:
 - Premises/Operations Liability Medical
 - Payments Liability Contractual Liability
 - Personal Injury Liability
 - Independent Contractors
 - Sexual Abuse and Molestation (SAM) \$1,000,000 Per occurrence/\$2M Aggregate
- iii. The University will maintain in full force and effect, at its sole expense Workers' Compensation and Employers Liability Insurance in a form and amount covering University's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time. Coverage:
 - 1. Statutory limits per State of California
 - 2. Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 Each Employee

Graduate School of Education and Psychology

A certificate of general liability insurance with the District named as an additional insured shall be provided by Pepperdine University' Insurance and Risk Department to the District 30 days in advance of the commencement of this agreement.

The District will require 30 days written notice before cancellation, or any reduction or material change in coverage.

3. Indemnity

District shall defend, indemnify and hold Pepperdine, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents, or employees.

Pepperdine shall defend, indemnify and hold the District, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Pepperdine, its officers, agents or employees.

4. Miscellaneous

- A. Termination. Either party may terminate this Agreement with or without cause by providing written notice to the other party. Termination will be effective at the end of the school year during which the notice is issued. The notice required under this paragraph shall be sent by registered mail.
- B. Any notice required to be given pursuant to this Agreement shall be in writing and shall be served by personal service or first class mail. When served by first class mail, service shall be conclusively deemed effective three (3) days after deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as herein provided:

Notice to Pepperdine: Pepperdine University
Graduate School of Education and Psychology
6100 Center Drive, 5th Floor
Los Angeles, CA 90045
ATTN: Teacher Preparation Program Director

Notice to District: San Ysidro School District
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476
ATTN: Director of Human Resources

- C. District and Pepperdine agree that neither will unlawfully discriminate against any individual on the basis of age, sex, race, creed, color, religious belief, national origin, and disability, status as a disabled veteran, or veteran of the Vietnam era.
- D. Neither party shall use the other's name or any corporate or business name which is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party.
- E. The Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.
- F. The parties hereto shall not have either the power or the right to assign this Agreement or any part thereof to any person or party for any reason, and any attempt to do so shall be void and of no legal effect.
- G. This Agreement shall be governed by and construed under the laws of the State of California, which shall be the forum for any lawsuit arising from or incident to this Agreement.
- H. Should either party reasonably retain an attorney to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs including fees and costs of corporate staff and counsel.
- I. In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
- J. Each party is an independent agent and shall not act as, or be an agent or employee of, the other party.

In witness thereof, the parties hereto have caused this Agreement to be signed by its duly authorized representative.

School District
Representative Marilyn Adrianzen, CBO

Print Name

Signature

Date

Board approved:

Dr. Reyna García Ramos,
Program Director

Print Name

Signature

Date

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 10, 2025

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

FROM:
Special Education Department
Oscar Madera, Director

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH BRIDGE THE GAP SPED, LLC

BACKGROUND INFORMATION:

Bridge the Gap Sped, LLC, 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 guidelines and compliance:

Cost implications: Special Education Teacher: \$95.00/hour

RECOMMENDATION:

Approve/Ratify the agreement with Bridge the Gap Sped, LLC. 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 Implications?

☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes ☐ No

Requisition #

TBD

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 11th day of April 2025, by and between the San Ysidro School District, hereinafter called the "District", and

Bridge the Gap Sped, LLC

Company/Consultant

760-607-8088

Telephone Number

420 N. Twin Oaks Valley Rd., #455 San Marcos, CA 92069

Address

<http://www.bridgethegapsped.com>

Website

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

From: March 3, 2025 To June 30, 2025

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.

SAN YSIDRO SCHOOL DISTRICT

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 RESPONSIBILITIES 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.

SAN YSIDRO SCHOOL DISTRICT

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) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE - Coverage shall be at least as broad as:

1. **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 appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
District waives _____
5. **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 judgments 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 _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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 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, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(4) Terminated Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(2) All such materials and data shall be provided to the District, or such other agency or District as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as directed by District.

(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, agents, or volunteers.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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:	Bridge the Gap Sped, LLC
Name:	Monique Somers
Title:	Owner/CEO
Address:	420 N. Twin Oaks Valley Rd., #455
City/State/Zip Code:	San Marcos, CA 92069
Telephone:	760-607-8088
Email:	monique@bridgethegapsped.com

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

Bridge the Gap Sped, LLC

Firm Name

Monique D. Somers
Signature of Authorized Agent

Monique Somers, Owner/CEO
Print Name, Title

3/3/2025
Date:

DISTRICT

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official
Print Name, Title

Date

Board Approved:

Revised 2024

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 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.**

MS (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.

MS (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).

MS (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).

MS (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.)

MS (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.

MS (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.

MS (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 employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: Bridge the Gap Sped, LLC

Name/title of authorized representative (Print) Monique Somers, Owner/CEO

Signature Monique D. Somers

Date 3/3/2025

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF WORK AND FEES

BRIDGE THE GAP SPED, LLC

Contact: Monique Somers, Owner/CEO

Bridge The Gap Sped, LLC

monique@bridgethegapsped.com / 760.607.8088

Rate Sheet 2024-2025

NPA Service Providers	Hourly Rate
Speech and Language Pathologist	\$100
Speech and Language Pathology Assistant	\$75
Occupational Therapist	\$95
Certified Occupational Therapy Assistant	\$75
Behavior Specialist (BCBA)	\$115
Behavior Intervention Development Provider (BID)	\$67
Registered Behavioral Technician (RBT)	\$59
Credentialed School Nurse (RN w/Audiometry license)	\$110
School Counselor Social Worker	\$90
School Counselor	\$90
School Psychologist	\$115
Registered Nurse (RN)	\$78
Licensed Vocational Nurse (LVN)	\$70

Non-NPA Service Providers	
Special Education Teacher	\$95
Behavioral Assistant	\$53
Instructional Assistant	\$45

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 10, 2025

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

FROM: Jose F. Iniguez, Ed.D.
Assistant Superintendent of Admin. ☐ Informational
Leadership, School Support & Safety ☒ Action

AGENDA ITEM: AGREEMENT WITH DAVY ARCHITECTURE, INC. FOR WALKWAY
REPAIR AT VISTA DEL MAR MIDDLE SCHOOL

BACKGROUND INFORMATION:

Due to the slope of the concrete walkways at Vista Del Mar Middle School's Building C-900, (Rooms 9-37, 9-38, 9-39, and possibly 9-40), there is a water intrusion issue at the doors during times of heavy rain. Design and reconstruction of the walkways is necessary to mitigate this issue.

Staff is requesting approval of an Agreement with Davy Architecture, Inc. for Architectural Services to design new concrete walkways at Building C-900 at Vista Del Mar Middle School. If approved, these services are expected to start on April 11, 2025, with completion and approval from DSA prior to construction during Summer 2025.

RECOMMENDATION:

Approve the agreement with Davy Architecture, Inc. to provide Architectural Services for the "Walkway Repair Project" at Vista Del Mar Middle School in the amount of \$26,950.00 and an Owner-controlled contingency of \$1,350.00 for a total of \$28,300.00 from General Obligation Bond Measure T funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Not applicable

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2024-2025 Budget?

☒ Yes ☐ No ☐ N/A

Requisition #

\$28,300.00

(Amount)

MEASURE T, G.O. BOND FUNDS (2139)

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

**SAN YSIDRO SCHOOL DISTRICT
AGREEMENT FOR ARCHITECTURAL SERVICES**

WALKWAY REPAIR PROJECT at Vista Del Mar Middle School

1. Parties and Date

This Agreement is made and entered into this 11th day of April 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 **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. Recitals

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 repair the concrete walkway in front of Building C-900 in the District to be known as the **WALKWAY REPAIR PROJECT at Vista Del Mar Middle School** ("Project"). The Project shall be the design and reconstruction of the concrete walkways located at: **4885 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. Terms

3.1 **Employment of Architect.** 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 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. 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 commencement of work in order to allow District time to review their qualifications and decline consent to their participation on the Project if deemed necessary by District in its sole and reasonable discretion.

3.3.2 **Qualification and License.** 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 **Standards and Insurance.** 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 **Assignments or Staff Changes.** 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 **Draftsman and Clerical Support.** 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 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 **Performance of Employees.** 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 **Knowledge and Compliance.** 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 **Americans with Disabilities Act.** 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 interpretations to the attention of the District and requests District's direction on how to proceed, the Architect's 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 **Permits, Approvals and Authorizations.** 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 **Schedule of Services.**

3.7.1 **Timely Performance Standard.** 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 **Performance Schedule.** 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 **Excusable Delays.** 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 **Request for Excusable Delay Credit.** 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.

3.8 **Architect Services.** 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 **Additional Architect Services.** 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 **District Responsibilities.** 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 **Project Survey.** 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 **Inspector of Record.** 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 **Bid Phase.** Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.10.5 **Testing.** 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 **Required Inspections and Tests.** 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 **Fees of Reviewing or Licensing Agencies.** 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 **District's Representative.** 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 **Review and Approved Documents.** 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 **Architect's Compensation for Basic Services.** 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-Six thousand nine hundred fifty Dollars and no cents** (\$26,950.00) ("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 Reimbursable Expenses. 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 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 Labor Code sections 1725.5 and 1771.1, the Architect and all applicable 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, Architect shall be paid for Services and reimbursable expenses rendered up to the date 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 Architect's Termination for Cause. 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 District's Suspension of Work. 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 **Employment of Other Architects.** 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 **Right to Use.** 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 **License**. 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 **Right to License**. 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 **Confidentiality**. 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 **Indemnification**. 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, losses, 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 **Time for Compliance.** 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 **Minimum Requirements.** 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) **Minimum Scope of Insurance.** 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) **Minimum Limits of Insurance.** 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 **Professional Liability.** 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 **Insurance Endorsements.** 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) **General Liability.** 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) **Automobile Liability.** 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) **Sexual Abuse and Molestation Liability.** This insurance shall be endorsed to include contractual liability.

(E) **All Coverages.** 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 Separation of Insureds; No Special Limitations. 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 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured 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 Acceptability of Insurers. 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 Verification of Coverage. 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 Subcontractor and Consultant Insurance Requirements. 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 Records. 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 **Standardized Manufactured Items.** 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 **Mediation.** 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 **Successors and Assigns.** 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 **Asbestos Certification.** 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 **No Third-Party Rights.** This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.25 **Governing Law.** 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 **Entire Agreement.** 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 **Severability.** 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 **Non-Waiver.** None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

3.30 **Safety.** 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 **Delivery of Notices.** 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 10th 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 **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

3.34 **District's Right to Employ Other Consultants.** District reserves right to employ other consultants, including Architects, in connection with this Project or other projects.

3.35 **Prohibited Interests.**

3.35.1 **Solicitation.** 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 **Conflict of Interest.** 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 **Equal Opportunity Employment.** 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 **Labor Certification.** 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 **Fingerprinting Requirements.** 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 **Subcontracting.** 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 **Supplemental Conditions.** Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.41 **Authority to Execute.** 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: Marilyn Adrianzen
Title: Chief Business Official

Date: _____
 Board approved: _____

Attest: _____

DAVY ARCHITECTURE, INC.

By:  _____
Name: Enrique Rodriguez
Title: Sr. Project Manager

Date: 3.17.25

Federal Tax ID Number: 33-0558450

Attest: _____

EXHIBIT "A"

ARCHITECT'S SCOPE OF SERVICES

Project Title: Walkway Repair Project at Vista Del Mar Middle School

Scope of Work: Design of the repair of the concrete walkways in front of (South) Building C-900 (Rooms 9-37, 9-38, 9-39, and possibly 9-40) to remove the current water infiltration issues at the doors where water is running into the building at the doors during heavy rains.

Deliverables:

1. Plans, specifications and drawings appropriate for bidding.
2. Job walk attendance, if requested by District.
3. Oversight of Project during construction phase.
4. Closeout record drawings.

1. GENERAL REQUIREMENTS.

1.1 Basic Services. 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 Exclusions from Basic Services. The following services shall be excluded from the basic services listed above: N/A

1.3 Additional Services. 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 Cooperation and Communication with District. 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 **Coordination and Cooperation with Construction Manager.** 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. **INITIAL PLANNING PHASE.**

During the initial planning phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

2.1 **Educational Programming.** 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 **Meeting Budget and Project Goals.** 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 **Permits, Approvals and Authorizations.** 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. **SCHEMATIC PLAN PHASE.**~~

~~During the schematic plan phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:~~

~~3.1 **Approval and Revisions.** 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 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 **Copies of Schematic Plans and Other Documents.** 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. **DESIGN DEVELOPMENT PHASE.**~~

~~During the design development phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:~~

~~4.1 **Approval and Revisions.** 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 **Copies of Design Development and Other Documents.** 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 **Updated Project Budget.** 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 **Timetable.** Architect shall provide a written timetable for full and adequate completion of the Project to District.~~

~~4.6 **Application for Approvals.** 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 **Color and Other Aesthetic Issues.** 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 **Incorporation of Post-Construction Stormwater Design Standards.** 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. **FINAL WORKING DRAWINGS AND SPECIFICATIONS.**

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 **Approval and Revisions.** 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.

5.2 **Final Working Drawings and Specifications.** Once District provides Architect 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 **Form.** 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 **Costs of Construction.** 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 **Copies of Final Working Drawings and Specifications and Other Documents.** 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. **CONSTRUCTION CONTRACT DOCUMENTS.**

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 **Bid and Contract Documents.** 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. **BID PHASE.**

During the bid phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

7.1 **Reproducible Construction Documents.** 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 responsive and responsible 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. **CONSTRUCTION PHASE.**

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 **General Administration.** Architect shall provide general administration of the Construction Documents and the work performed by the contractors.

8.3 **Pre-Construction Meeting.** Architect shall conduct one or more pre-construction meetings, as the District determines is needed for the Project, with all interested parties.

8.4 **Site Visits of Contractor's Work.** 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 **Site Visits of Inspector's Work.** 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 **Coordination of Architect's Consultants.** 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 **Reports.** 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.

8.8 **Construction Meetings; Minutes.** 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 **Written Reports.** 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 **Written Records.** 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 **Material and Test Reports.** 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 **Review and Response to Submissions.** 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 **Rejection of Work.** 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 **Substitutions.** 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 **Revised Documents and Drawings.** 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 **Applications for Payment.** 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 **Final Color and Product Selection.** Architect shall coordinate final color and product selection with District's original design concept.

8.19 **Substantial Completion.** Architect shall determine the date of substantial completion, in consultation with the District.

8.20 **Punch List.** 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 **Warranties.** 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 **Certificate of Completion.** 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. **RECORD DRAWINGS.**

During the record drawings phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

9.1 **Record Drawings and Specifications.** 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 contractor that the drawings are correct.

9.2 **Approval.** 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 **Advice.** 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. Fee Schedule.**

The Architect's Total Compensation is a Not-to-Exceed fee of Twenty-six thousand nine hundred fifty dollars (\$26,950.00) ("Total Compensation"), including reimbursable costs, for the Project.

2. Phasing/Funding Schedule.

Progress payments towards Total Compensation shall never exceed the following Total Compensation of each Task as indicated:

Task 1 – Preliminary Design	\$ 8,500.00 (Hourly NTE)
Task 2 – Construction Documents	\$ 10,500.00 (Fixed Fee)
Task 3 – Bid Support/Const Admin/Closeout	\$ 4,500.00 (Hourly NTE)
Topographic Survey	\$ 3,450.00 (Fixed Fee)

Total Compensation	\$ 26,950.00
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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. Reimbursable Expenses.

Not to exceed Zero Dollars (\$0.00) 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. Additional Services.

Additional Services shall be computed at the actual hourly rates described above.

4. Additional Consultants.

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 April 11, 2025 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

 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 April 11, 2025, 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 April 11, 2025 ("Agreement"). This certification is submitted by Eric Davy, 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

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 April 11, 2025 ("Agreement"). Pursuant to Education Code section 45122.1, the District has determined that Eric Davy, 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: April 10, 2025

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

FROM:
Jose F. Iniguez, Ed.D.
Assistant Superintendent of Administrative
Leadership, School Support & Safety

☐ Informational

☒ Action

AGENDA ITEM: DEDUCTIVE CHANGE ORDER NO. 1 TO TASK ORDER NO. 4 AND NO. 5
WITH B.R. BUILDING RESOURCES COMPANY FOR THE CALSHAPE
GRANT ENERGY PROGRAM IMPLEMENTATION SERVICES

BACKGROUND INFORMATION:

The District was awarded two grant awards from the California Energy Commission (CEC), California Schools Healthy Air, Plumbing and Efficiency (CalSHAPE) Program for the following District schools that qualified: Sunset and Willow Elementary.

Task Order No. 4 is related to Grant Award No. 23R5UA1161 in the amount of \$1,560,000.00 for **Willow** Elementary School. Building Resources will follow the California Schools Healthy Air, Plumbing and Efficiency Ventilation Program to complete the upgrade and replacement (U&R) OF 31 gas/electric package units. The new contract amount after change order will be \$1,536,736.34.

Task order No. 5 is Grant Award No. 123R5UA168 in the amount of \$2,325,000.00 for **Sunset** Elementary School. Building Resources will follow the California Schools Healthy Air, Plumbing and Efficiency Ventilation Program to complete the upgrade and replacement (U&R) OF 42 gas/electric package units. The new contract amount after change order will be \$2,288,632.14.

Change Order No. 1 for both Task Orders is a deductive change order. According to the CalSHAPE program guidelines, Chapter 5.1 states that 5% of the direct construction costs calculated for HVAC system replacements, as specified in item 1, are for DSA project approval. For these projects, that calculates to \$38,500 for Willow and \$57,625 for Sunset, which is to be returned to the district to be spent on pending DSA fees.

RECOMMENDATION:

Approve the Deductive Change Order No. 1 for Task Orders No. 4 and No. 5 with B.R. Building Resources for DSA submission fees for the CalSHAPE energy program implementation services for Willow and Sunset Schools.

LCAP GOAL AND ACTION/SERVICE (please indicate):

2.3 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 Implications?

Are funds for this item available in the 2024-2025 Budget?

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

New Contract Amount

\$3,825,368.48

(Amount)

CalSHAPE Grant & other funding resources

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denia

Certification Requested ☐ Yes ☐ No



Building Resources
2247 Lindsay Way
Glendora, California 91740
Phone: (626) 963-4880
Fax: (626) 963-4848

Project: 23-4385 - SYSD CalSHAPE Task Order #4 - UR Willow
Elementary DIR#20250561355
226 Willow Rd.,
San Ysidro, California 92173

Prime Contract Change Order #001: CE #002 - DSA Fees Deduct

TO:	San Ysidro School District 4350 Otay Mesa Rd San Ysidro , California 92173	FROM:	Building Resources 2247 Lindsay Way Glendora, California 91740
DATE CREATED:	3/04/2025	CREATED BY:	Sage Tyler (Building Resources)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Allowance
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
SIGNED CHANGE ORDER RECEIVED DATE:		REVISED SUBSTANTIAL COMPLETION DATE:	
FIELD CHANGE:	No	CONTRACT FOR:	1:SYSD CalSHAPE Task Order #4
		TOTAL AMOUNT:	(\$23,263.66)

DESCRIPTION:

CE #002 - DSA Fees Deduct

Returning \$38,500 fees to be paid by SYSD.

DSA Submission Fee of \$15,236.34 was paid by BR on behalf of district

ATTACHMENTS:

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	00-400.A DSA Fees	DSA Fees Deduct	\$(38,500.00)
2	00-400.A DSA Fees	DSA Submission Fee (Paid by BR for District)	\$15,236.34
Grand Total:			\$(23,263.66)

The original (Contract Sum)	\$1,560,000.00
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$1,560,000.00
The contract sum would be changed by this Change Order in the amount of	(\$23,263.66)
The new contract sum including this Change Order will be	\$1,536,736.34
The contract time will not be changed by this Change Order.	



San Ysidro School District
Marilyn Adrianzen, CBO
4350 Otay Mesa Rd
San Ysidro , California 92173

Building Resources
2247 Lindsay Way
Glendora, California 91740

SIGNATURE DATE

Building Resources

SIGNATURE DATE
Board approved:

Page 2 of 2

SIGNATURE DATE



Building Resources
2247 Lindsay Way
Glendora, California 91740
Phone: (626) 963-4880
Fax: (626) 963-4848

Project: 23-4386 - SYSD CalSHAPE Task Order #5 - UR Sunset
Elementary DIR#20250561356
3825 Sunset Lane
San Ysidro, California 92173

Prime Contract Change Order #001: CE #001 - DSA Fees Deduct

TO:	San Ysidro School District 4350 Otay Mesa Rd San Ysidro , California 92173	FROM:	Building Resources 2247 Lindsay Way Glendora, California 91740
DATE CREATED:	3/04/2025	CREATED BY:	Sage Tyler (Building Resources)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Allowance
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
SIGNED CHANGE ORDER RECEIVED DATE:		REVISED SUBSTANTIAL COMPLETION DATE:	
FIELD CHANGE:	No	CONTRACT FOR:	1:SYSD CalSHAPE TO#5
		TOTAL AMOUNT:	(\$36,367.86)

DESCRIPTION:

CE #001 - DSA Fees Deduct

Returning \$57,625 in expected DSA fees to be paid by SYSD.

DSA Submission Fee of \$21,257.14 was paid by BR on behalf of district

ATTACHMENTS:

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	00-400.A DSA Fees	DSA Fees	\$(57,625.00)
2	00-400.A DSA Fees	DSA Submission Fee (Paid by BR for District)	\$21,257.14
Grand Total:			\$(36,367.86)

The original (Contract Sum)	\$2,325,000.00
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$2,325,000.00
The contract sum would be changed by this Change Order in the amount of	(\$36,367.86)
The new contract sum including this Change Order will be	\$2,288,632.14
The contract time will not be changed by this Change Order.	



San Ysidro School District
Marilyn Adrianzen, CBO
4350 Otay Mesa Rd
San Ysidro , California 92173

Building Resources
2247 Lindsay Way
Glendora, California 91740

SIGNATURE DATE

Building Resources

SIGNATURE DATE

Board approved:

Page 2 of 2

SIGNATURE DATE

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: April 10, 2025

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

FROM:
Dr. Jose Iniguez, Assistant Superintendent of
Admin. Leadership, School Support & Safety

☐ Informational
☒ Action

AGENDA ITEM: AGREEMENT WITH COMMUNITY CENTERED CONSULTING, LLC

BACKGROUND INFORMATION:

The District plans to apply for the 2025 School Violence Prevention Program Grant (SVPP) administered by the U.S. Department of Justice’s Office of Community-Oriented Policing Services. The purpose of the SVPP grant is to enhance school security. If awarded, the District will use funds to implement critical emergency communication systems at each of our schools. The maximum award is \$500,000 over a three-year period. SVPP oversight includes regular expenditure reports.

Community Centered Consulting, LLC, will provide grant writing services at no cost to the District and will be compensated for grant evaluation and reporting responsibilities through a 5% fee of the total grant award, to be incorporated into the grant budget, at no direct cost to the District. Pre-award services include grant writing and application development. If awarded, Post-Award services will consist of Grant Implementation and Compliance.

This agreement was reviewed by BBK Legal Counsel.

RECOMMENDATION:

Approve the agreement with Community Centered Consulting, LLC, to provide grant writing for the School Violence Prevention Program Grant, and if awarded, will provide implementation and compliance services at 5% fee of the total grant award.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: 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.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Financial Implications?

Are funds for this item available in the 2024-25 Budget?

Requisition #

☒ Yes

☐ No

☒ Yes

☐ No

TBD

(Amount)

School Violence Prevention Program Grant

(Name of funding source and/or location)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☐ Yes ☐ No

GRANT SERVICES AGREEMENT

This Grant Services Agreement ("Agreement") is made and entered into as of the ____ of _____ 2025 (the "Effective Date") by and between:

1. **San Ysidro School District**, a public school district organized and operating under the laws of the State of California, with its principal place of business at 4350 Otay Mesa Rd, San Ysidro, CA 92173 ("District"), and
 2. **Community Centered Consulting, LLC**, a consulting firm registered in the State of Pennsylvania, with its principal place of business at 540 Blue Shutters Road, Roaring Brook, PA 18444 ("Consultant").
-

1. RECITALS

WHEREAS, the District seeks to submit an application for funding under the 2025 School Violence Prevention Program (SVPP) Grant, administered by the U.S. Department of Justice's Office of Community Oriented Policing Services (COPS);

WHEREAS, Consultant specializes in grant writing, management, and evaluation services and desires to assist the District in securing, managing, and evaluating the grant award if received;

WHEREAS, Consultant has agreed to provide grant writing services at no cost to the District and will be compensated for grant evaluation and reporting responsibilities through a 5% fee of the total grant award, to be incorporated into the grant budget, at no direct cost to the District;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations set forth herein, the parties agree as follows:

2. SCOPE OF WORK (EXHIBIT A)

A. Pre-Award (Grant Writing & Application Development)

1. **Grant Research & Opportunity Assessment:**
 - Verify District eligibility for the 2025 COPS SVPP Grant.
 - Identify security needs aligned with grant priorities.
 - Assess crime data, safety infrastructure, and technology needs for schools.
 - Coordinate with local law enforcement and key stakeholders.
2. **Proposal Development & Grant Writing:**
 - Draft a compelling grant narrative that aligns with grant priorities.
 - Develop project objectives, goals, and expected outcomes.

GRANT SERVICES AGREEMENT

- Secure Letters of Support from law enforcement and stakeholders.
- Prepare a detailed grant budget based on program requirements.
- Complete and submit the full application package via JustGrants.

B. Post-Award (Grant Implementation & Compliance)

If the grant is awarded, Consultant shall provide Grant Evaluation and Reporting Responsibilities, including:

- 1. Award Acceptance & Administration:**
 - Assist with grant agreement execution and onboarding.
 - Guide the District in compliance with federal and local regulations.
 - Participate in mandatory COPS Office grant recipient training.
- 2. Program Implementation & Financial Oversight:**
 - Ensure grant-funded security improvements align with federal guidelines.
 - Assist in procurement, budget tracking, and fiscal compliance.
 - Support the implementation of school security infrastructure upgrades.
- 3. Performance Monitoring & Data Collection:**
 - Establish performance indicators (e.g., school safety outcomes, security system effectiveness).
 - Conduct pre- and post-surveys of school staff and students.
 - Collaborate with law enforcement on threat assessment initiatives.
- 4. Grant Compliance & Federal Reporting:**
 - Prepare and submit quarterly financial reports (FFR) in JustGrants.
 - Provide semi-annual programmatic progress reports.
 - Conduct annual grant performance assessments.
 - Assist with federal monitoring and audits as required.
- 5. Grant Closeout & Sustainability Planning:**
 - Ensure proper financial and programmatic closeout per DOJ guidelines.
 - Develop a multi-year sustainability plan for continued security improvements.
 - Identify additional funding opportunities to maintain initiatives beyond the grant period.

3. COMPENSATION & PAYMENT TERMS

- Consultant agrees to provide grant writing services at no cost to the District.
- If the grant is awarded, Consultant shall receive a 5% fee of the total awarded grant amount, which shall be budgeted within the grant for evaluation and reporting services as outlined in Exhibit A.
- The District shall remit payment to Consultant within 30 days of receipt of grant funding approved by the funding agency through periodic submissions.

GRANT SERVICES AGREEMENT

- Payment shall be made in accordance with the periodic drawdowns or disbursements of the awarded grant funds, ensuring timely compensation for services rendered.
-

4. TERM & TERMINATION

- This Agreement shall commence on the Effective Date and shall remain in effect through the completion of the 2025 COPS SVPP Grant period, including all required federal reporting and compliance activities.
 - Either party may terminate this Agreement with thirty (30) days' written notice, provided such termination does not interfere with grant compliance obligations.
-

5. GENERAL PROVISIONS

A. Independent Contractor

Consultant shall provide services as an independent contractor and not as an employee of the District. Consultant shall have no authority to bind or obligate the District in any manner.

B. Confidentiality

Consultant shall maintain the confidentiality of all non-public District information and shall not disclose grant-related information without prior written consent.

C. Indemnification

Each party shall indemnify, defend, and hold harmless the other from and against any claims, liabilities, or damages arising from the performance of this Agreement.

D. Compliance with Laws

Consultant shall comply with all federal, state, and local laws, regulations, and grant guidelines applicable to the COPS SVPP Grant.

E. Entire Agreement

This Agreement, including Exhibit A (Scope of Work), constitutes the entire understanding between the parties and supersedes any prior agreements or understandings.

GRANT SERVICES AGREEMENT

F. Governing Law

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

6. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

San Ysidro School District

Signature: _____

Name: Marilyn Adrianzen

Title: Chief Business Official

Address: 4350 Otay Mesa Rd, San Ysidro, CA 92173

Date: _____ Board approved: _____

Community Centered Consulting, LLC

Signature: _____

Name: Bill Drazdowski

Title: Owner, Community Centered Consulting, LLC

Address: 540 Blue Shutters Road, Roaring Brook, PA 18444

Date: _____