



GUAJOME PARK ACADEMY  
2000 North Santa Fe Avenue  
Vista, California 92083  
Phone (760) 631-8500  
Website www.guajome.net

#### Administration

Humphrey, Kevin  
Superintendent

Thompson, Judd  
Head of School

Arias, Lindsay  
Admin of GPPA

Perkins, Katy  
Admin of School Culture and  
Climate

Sterner, Mike  
Admin of Intervention and  
Student Support

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*Through innovation and excellence, our  
mission is to inspire and empower all learners  
to become responsible, critically thinking,  
compassionate global citizens who approach  
the future with curiosity, courage and resolve.*

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#### **BOARD OF DIRECTORS MEETING AGENDA February 1, 2024**

**Executive Meeting  
3:00 P.M.**  
**Regular Board of Directors Meeting**  
Public Session 4:00 p.m.  
Building 1, Student Services Building  
Administration Training Center

#### Board of Directors

McAfee, Anna, Chair  
Duffy, Debbie, Vice Chair  
Harper, Sylvia  
Kildoo, Steve  
Semrow, Casey

#### Student Board Representatives

Gomez, Sam

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	<u>Agenda</u>	<u>Presenter</u>	<u>Action/ Information</u>
1.	<b>PUBLIC SESSION-CALL TO ORDER (3:00 p.m.)</b>	Anna McAfee	
2.	<b>PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEMS</b>	Anna McAfee	
3.	<b>CLOSED SESSION ANNOUNCEMENT</b>  Public Employee Performance Evaluation: <ul style="list-style-type: none"><li>• Superintendent's Evaluation and Contract</li></ul>	Anna McAfee	
4.	<b>PUBLIC SESSION- CALL TO ORDER (4:00 p.m.)</b> Roll call and establishment of quorum: Pledge of Allegiance	Anna McAfee	
5.	<b>APPROVAL OF AGENDA</b> Recommended motion: The Board of Directors approve the agenda for the February 1, 2024 Board of Directors Meeting	Anna McAfee	<b>Action</b>
6.	<b>REPORTING OF ACTION TAKEN IN CLOSED SESSION</b>	Anna McAfee	<b>Information</b>
7.	<b>PUBLIC COMMENTS ON AGENDA ITEMS</b> The Board welcomes and encourages public comments. Each Individual will be allotted a maximum of three minutes to address the Board. The Board will to limit the total agenda time for public input to 20 minutes.	Anna McAfee	Information
8.	<b>PUBLIC COMMENTS ON NON-AGENDA ITEMS</b>	Anna McAfee	Information

The Board welcomes and encourages public comments. Each Individual will be allotted a maximum of three minutes to address the Board. The Board will limit the total agenda time for public input to 20 minutes.

- |     |                                                                                                                                                                                                                                                                                             |                                                                                                         |                                                                                                                  |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| 9.  | <b>HEAD OF SCHOOL REPORT</b>                                                                                                                                                                                                                                                                | Judd Thompson                                                                                           | <b>Information</b>                                                                                               |
| 10. | <b>CHARTER SCHOOL SUPERINTENDENT REPORT</b><br>A. General Updates<br>B. Student Recognition                                                                                                                                                                                                 | Kevin Humphrey                                                                                          | <b>Information</b>                                                                                               |
| 11. | <b>ASB STUDENT BOARD REPRESENTATIVE REPORT</b>                                                                                                                                                                                                                                              | Sam Gomez                                                                                               | <b>Information</b>                                                                                               |
| 12. | <b>FISCAL SERVICES</b><br>A. Audit Report<br>B. Superintendent's Contract<br>C. LCAP Midyear Review<br>D. Back Office Stipend<br>E. Resolution # 09-2023/2024 Designating Authorized Agent to Receive Mail and Pick Up Warrants at the SDCOE<br>F. CALSHAPE Board Resolution # 10-2023/2024 | Kevin Humphrey<br>Anna McAfee<br>Kevin Humphrey<br>Judd Thompson<br>Judd Thompson<br><br>Kevin Humphrey | <b>Information</b><br><b>Action</b><br><b>Information</b><br><b>Action</b><br><b>Action</b><br><br><b>Action</b> |
- The purpose of the consent calendar motion is to expedite action on routine agenda items. All agenda action items that are not held for discussion at the request member of the audience or Board member will be approved as written as part of a single motion Consent Calendar Motion. Action items designated or held for discussion will be acted upon individually.
- |     |                                                                                                                                                                |  |  |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| 13. | <b>CONSENT CALENDAR</b><br>A. APPROVAL OF MINUTES<br>1. Board of Directors Minutes December 7, 2023<br>2. Executive Committee Meeting Minutes January 16, 2024 |  |  |
| 14. | <b>COMMUNICATION FROM THE BOARD</b>                                                                                                                            |  |  |
| 15. | <b>PROPOSED AGENDA ITEMS FOR UPCOMING MEETINGS</b>                                                                                                             |  |  |
| 16. | <b>FUTURE MEETING DATES</b>                                                                                                                                    |  |  |
| 17. | <b>ADJOURNMENT</b>                                                                                                                                             |  |  |

*Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the Office of the Charter School Superintendent at (760) 631-8500, Ext. 1222, at least 72 hours before the Board meeting.*

**GUAJOME PARK ACADEMY**

**AGENDA ITEM 12A**

**TO:** Board of Directors  
**FROM:** Superintendent  
**DATE:** February 1, 2024

**SUBJECT: Audit Report 2022/2023**

The audit for the 2022/2023 fiscal year has been completed. The final report was prepared and submitted to the state December 15, 2023. There were no findings in the audit report

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

Information Only

Prepared by:  
Stephanie Whitehouse

Approved by:  
Kevin Humphrey, Superintendent

**TO:** Board of Directors  
**FROM:** Board Chair  
**DATE:** February 1, 2024

**SUBJECT: Superintendent's Contract**

The Executive Board has conducted a review of the Superintendent's goals and a salary comparison and according to law, the contract with the Board must be approved as a part of a regular agenda outlining the terms of the agreement.

The term of the agreement shall start on July 1, 2024 and is for a two year and end June 30, 2026. The Superintendent's salary will be \$190,000 in the 2024-2025 school year and \$195,000 in the 2025-2026 school year, paid in twelve approximately equal monthly installments.

**FISCAL IMPACT:**

The fiscal impact is \$190,000 in 2024-2025 and \$195,000 in 2025-2026, with health/welfare benefits and membership dues.

**RECOMMENDATION:**

Approval

Prepared by:  
Dawn Voss

Approved by:  
Anna McAfee, Board Chair



### ALPINE UNION SUPERINTENDENT

- Grades K-8
- 1600 Students
- Unduplicated count for students is around 34 %
- The superintendent is in the third year of his contract and is making 192,737.00. He received a roughly 8-10 thousand dollar raise each year that he has served in this role.
  - For the 2022 School year the superintendent is making 255,589.00 (Since July 2016)
- Source: <https://transparentcalifornia.com/salaries/school-districts/san-diego/alpine-union-elementary/>

### BONSALL UNIFIED SUPERINTENDENT

- Grades k-12
- 2163 students
- Unduplicated count for students is around 40%
- The superintendent made 173,221.95 in year one of his contract in 2019.
  - For the 2022 school year Superintendent made 220,104.00 (Year 2 of his superintendency)
- Source: <https://transparentcalifornia.com/salaries/2019/school-districts/san-diego/bonsall-union-school-district/>

### CARDIFF UNION

- K-6
- 642 students
- Unduplicated count for students is around 14.8%
- The Superintendent of the school district made 202,163.51 dollars in 2019.
  - For the 2022 school year the superintendent made 215,020.00 (Since 2012)
- Source: <https://transparentcalifornia.com/salaries/2019/school-districts/san-diego/bonsall-union-school-district/>

### PACIFIC VIEW CHARTER

- Two Campuses k-12
- Oceanside enrollment 589 students. Could not find enrollment for Moreno Valley Campus.
- Unduplicated count for students is around 72%
- The Executive Director for Pacific View Charter made 260,858.91 (Gina Campbell Retired after 20 plus years)
  - For the 2022 School year the executive director position at step 6 made 229,341.00
  - Source: <https://pacificview.org/wp-content/uploads/2022/06/22-23-Executive-Director-Salary-Schedule-Board-amended-05.25.22.xlsx.pdf>
- Source: <https://transparentcalifornia.com/salaries/2018/pacific-view-charter/>

### LITERACY FIRST CHARTER SCHOOL

- K-12
- 1,945 students
- Unduplicated count for students is around 54%
- The salary for the executive director of Literacy First Charter School was 169,435 in 2018.
  - In 2022, according to propublica website, the salary was 213,642.00 (Debbie Beyer)
- Source: <https://govsalaries.com/beyer-debbie-s-18397843>

### O'FARRELL CHARTER SCHOOL

- K-12
- 1908 students
- Unduplicated count for students is around 62%
- The Executive Director made 250,000 dollars a year last year. He was let go from his position, and the interim executive director has a contract for 180,000 for this school year.
- In 2022, the executive director (second in command) made 220,568.00
- Source: <https://inewssource.org/2020/09/16/san-diego-ofarrell-charter-school-superintendent-2/>

### VISTA UNIFIED SCHOOL DISTRICT'S PRINCIPAL SALARIES

- As of 2022:
  - RBV Principal 187,804.00
  - Vista Principal 172,556.00
  - Mission Vista Principal 169,083

### PROPOSAL:

- In the 2023-2024 school year I was compensated at 185,000.00
- In 2024-2025, I would be entering my 9<sup>th</sup> year as the Superintendent of Guajame Schools.
- I would like to propose that I receive a 3 year contract starting for the 2024 school year. I would like to be compensated as follows:
  - 2024-2025: 190,000.00
  - 2025-2026: 195,000.00
  - 2026-2027: 200,000.00

## RATIONALE

- We are at the beginning of a new strategic planning cycle which was put together by the board, our administrative team, and other stakeholders. I would like to help achieve the objectives that we have come up with as it relates to the strategic plan.
- I am appreciative of the salary that I make and I feel like the current trajectory is fair despite the fact that comps from other districts and charters are higher.
- There remains opportunities for growth for both the organization and me personally as we continue to move forward and meet the needs of our learners.

## FINAL NOTE:

- It is becoming harder than ever to run a school and more superintendents are leaving the profession or are changing their jobs
- I have utilized my experience and stability in my current position to help navigate multiple hurdles and threats to the organization that could have resulted in serious setbacks to Guajome (Pandemic/Complaints/Potential lawsuits/Student Mental Health Crisis/Flood/Facility Needs/Polarized political environment/etc.). These hurdles and threats will continue to arise and experience will be an asset when it comes to addressing them.
- Despite the threats and hurdles and threats mentioned above, Staff is happy and turnover is low. Students are growing and improving. A strategic plan has been developed, and I believe that I can continue to help move the school forward into an ever-changing world.

# EMPLOYMENT AGREEMENT FOR CHARTER SCHOOL SUPERINTENDENT

**BETWEEN:**

**GUAJOME PARK ACADEMY**

**And**

**KEVIN HUMPHREY**

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between Kevin Humphrey, as Charter School Superintendent ("Humphrey"), and Guajome Park Academy ("GPA" or "School"), a California non-profit public benefit corporation. The School desires to hire Humphrey who will assist the School's Governing Board ("the Board"), including the GPA Executive Board Committee, in achieving the goals and meeting the requirements of the School's charter. The parties recognize that the provisions of the California Education Code do not govern the School, except as expressly set forth in the Charter Schools Act of 1992, as amended, and the School's charter. The School desires to engage the services of Humphrey for purposes of assisting the School in implementing its purposes, policies, and procedures.

WHEREAS, Guajome Park Academy and Humphrey wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

**A. STATUTORY AND CHARTER PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. The School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The School has been duly approved by the Vista Unified School District ("District"), according to the laws of the State of California.
2. Pursuant to Education Code section 47604, the School has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 et seq. of the Corporations Code). As such, the School is considered a separate legal entity from the District that granted the charter. The District shall not be liable for any debts and obligations of the School, and Humphrey, by

signing below, expressly recognizes that he is being employed by the School and not the District.

3. Pursuant to Education Code section 47610, the School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
4. The School shall be deemed the exclusive public school employer of Humphrey at the School for purposes of Government Code section 3540.1.
5. This employment contract is governed and managed by the Governing Board of GPA.

**B. ROLES AND RESPONSIBILITIES**

1. The Charter School Superintendent (“CSS”) provides leadership and executive direction to the personnel, programs, activities, and operations of GPA; ensures compliance with established goals and legal requirements; is guided by GPA’s Charter philosophy, promotes the focus of success for all students, and supports the Board of Directors focus on student learning and achievement; and as the President of the Board, acts as the supervising agent of the GPA Board of Directors.
2. The CSS has the authority, through GPA Board of Directors, to: organize the financial, legal, personnel, and administrative services necessary to carrying out the various programs essential to GPA. Authority shall include, but not be limited to: contracts, rents, leases, receipts, and payment of receipts, conflict resolution, all operational matters, including personnel matters, administrative hearings of student dismissals, complaints against employees, Memorandums of Agreement or Understanding with other agencies, and such other ordinary and necessary authority essential to the functioning of the school. The CSS is accountable to the GPA Board of Directors, VUSD, and/or other Charter agencies, as described in this Charter.
3. All significant complaints, information, and/or concerns known by Governing Board members will be promptly forwarded to the Superintendent for appropriate action within the Governance Structure described in the Charter.

**C. EMPLOYMENT TERMS AND CONDITIONS**

**1. Job Title**

Humphrey’s title shall be “Charter School Superintendent”.

2. **Term**

The School hereby employs Humphrey for two years, beginning July 1, 2024 and ending on June 30, 2026, subject to the terms and conditions of this agreement. After Humphrey's annual reviews, the Board, at its sole discretion may give consideration to extending the contract by one year.

This Agreement does not in any way provide for or imply any tenure rights or any rights to continued employment beyond the term of this Agreement.

3. **Work Year**

Humphrey shall be required to render **220** days of full and regular service to the School during each annual period covered by this Agreement. For purposes of this Agreement, the annual period shall be defined as July 1 to June 30. Each year, in advance of the School year, Humphrey shall submit a calendar of work days for the Board Chair's approval.

4. **Duties**

Humphrey shall perform the duties of Charter School Superintendent as directed by the Governing Board, Board Policy or procedures, prescribed by the Charter, or specified in the applicable job description which is attached and incorporated by reference as Attachment A to this Agreement. This description and the job duties for this position may be altered from time to time by the Governing Board.

This position is exempt from overtime law.

5. **Compensation**

Subject to regular withholdings, the gross annual salary to be paid to Humphrey shall be \$190,000 in the 2024-2025 school year, \$195,000 in the 2025-2026 school year, to be paid in twelve (12) equal installments each year. Subject to but not limited to: (a) verification of possession of a California Administrative Service Credential and California Teaching Credential (or proof of process); (b) satisfactory completion of the School's pre-employment criminal background check process; (c) fingerprints; (d) employment eligibility verification document; (e) oath or affirmation of allegiance; (f) drug screening; and (g) tuberculosis clearance.

6. **Benefits**

a) **Health Insurance**

The School will provide health benefits, including but not limited to medical, dental, and vision coverage, as provided to certificated

employees. This amount shall be adjusted annually according to adjustments provided to health benefits for certificated employees.

b) **Sick Leave**

Humphrey shall be allocated **one (1) day a month** of sick leave annually. Such sick leave is accrued annually and may be used for purposes of STRS Service Credit calculation. Such sick leave will not be paid out upon separation of employment.

c) **State Teacher Retirement System**

The School will also contribute on behalf of Humphrey to the California State Teachers' Retirement System.

d) **Expense/Mileage Reimbursement**

The School shall reimburse Humphrey for actual and necessary expenses incurred by Humphrey within the scope of his employment so long as such expenses are permitted by GPA policy. For reimbursement, Humphrey shall submit an expense claim for reimbursable expenses for the prior month. Mileage reimbursement shall be paid at the IRS mileage reimbursement rate.

e) **Professional Organizations**

The School will pay for Humphrey's dues or costs associated with belonging to at least two professional organizations.

7. **Evaluation**

The Executive Board Committee will complete by February 28 of each year an annual evaluation of the Superintendent's performance. The Executive Board Committee will evaluate the Superintendent's performance based upon mutually agreed upon goals and benchmarks which measure progress toward strategic initiatives. The evaluation tool will be mutually agreed upon.

8. **Child Abuse Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes a child in his or her professional capacity or within the scope of his employment whom he knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone, and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, Humphrey acknowledges he is a child care custodian and is certifying that he has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Outside Professional Activities**

With prior approval of the Governing Board, the CSS may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations. Approved outside professional activities may be performed, provided they do not interfere with or conflict with the CSS's performance of his duties under this agreement.

10. **Indemnification**

Except for any wrongful intentional or criminal acts, GPA will defend and insure Humphrey against all claims, suits, losses, liability, expenses, and costs arising out of or relating to Employee actions taken within the course and scope of his within the course and scope of his job duties and responsibilities, both past and present.

D. **TERMINATION OF CONTRACT**

1. **Mutual Agreement of the Parties**

This Agreement may be terminated at any time by mutual consent for any reason of the School and Humphrey upon ninety (90) days written notice.

2. **Termination for Cause**

Humphrey's status as Charter School Superintendent and all Humphrey's rights under this Agreement may be terminated by the Governing Board at any time for reasonable cause or material breach of contract. The Governing Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds for termination has first been served upon Humphrey. Humphrey shall then be entitled to conference with the Executive Board Committee at which time Humphrey shall have the right to have a representative of his choice and conference with the Executive Board Committee. This conference with the Executive Board Committee shall be Humphrey's sole right to any hearing.

3. **Removal for Disability**

Humphrey may be removed from his position by the Governing Board should he be unable to serve in this position, due to a physical and/or mental condition and in the opinion of an objective and appropriate licensed physician with a written evaluation indicating the inability of Humphrey to serve further, or to be unable to



serve for a significant period of time (at least six [6] months) in his position of employment.

**4. Early Departure**

In the event that Humphrey desires to terminate this agreement during its effective period, Humphrey shall provide the Board at least six (6) months notice in writing.

**5. Charter Termination**

In the event the Charter is revoked or not renewed, all rights under this Employment Agreement shall be terminated as of the final date of the charter termination.

**E. GENERAL PROVISIONS**

**1. Limitations on Cash Settlement**

Pursuant to Government code section 53260, in no case upon termination of this agreement shall the maximum cash settlement exceed an amount equivalent to twelve (12) months' salary.

**2. Required Reimbursements**

The Superintendent shall be required to reimburse GPA for any salary or fees he receives from GPA in relation to his placement on paid administrative leave pending criminal charges if he is convicted of a crime involving the abuse of his office/position. Regardless of the term of this agreement, if the agreement is terminated, the Superintendent must reimburse GPA for any cash settlement he receives in relation to his termination if he is convicted of a crime involving the abuse of his office/position.

**3. Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

**4. Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

5. **Governing Law**

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

6. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

7. **Interpretation and Opportunity to Counsel**

The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsman of such provision.

8. **Amendments**

No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing, authorized by the Governing Board *and* signed by the representative of both of the parties hereto.

9. **Entire Agreement of the Parties**

This agreement supersedes any and all agreements, either oral or written, between the parties with respect to the employment relationship between Humphrey and the School and contains all of the representations, covenants, and agreements between the parties with respect to the employment relationship. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in a writing mutually signed by the parties hereto.

F. **ACCEPTANCE OF EMPLOYMENT**

By signing below, Humphrey declares as follows:

1. I have read this Agreement and accept employment with the School on the terms specified herein.
2. All information I have provided to the School related to my employment is true and accurate.

3. A copy of the job description is attached hereto.
4. This is the entire agreement between the School and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.
5. Humphrey has had full opportunity for his own legal counsel to review this Agreement prior to execution.

*I have read the job description, the charter, the by laws and this employment Agreement, and I agree to abide by the requirements specified therein and to support the responsive, collaborative, professional culture the school is intended to foster.*

Kevin Humphrey Signature: \_\_\_\_\_

Date: \_\_\_\_\_

On Behalf of the Governing Board of Guajome Park Academy:

Anna McAfee, Chair \_\_\_\_\_ Date \_\_\_\_\_

Debbie Duffy, Vice Chair \_\_\_\_\_ Date \_\_\_\_\_

## **GUAJOME PARK ACADEMY**

## **AGENDA ITEM 12C**

**TO:** Board of Directors  
**FROM:** Superintendent  
**DATE:** February 1, 2024

### **SUBJECT: LCAP Midyear Report**

The school district superintendent shall present a report on the annual update to the LCAP and the local control funding formula budget overview for parents on or before Feb. 28 of each year, at a regularly scheduled meeting of the governing board of the school district. LEAs have flexibility to provide the update to their governing board and community as they see fit, and **must** address the **available** midyear outcome data, expenditures, and implementation data on all actions related to metrics identified in the current year's LCAP.

### **FISCAL IMPACT:**

\$179,117.93 in additional revenue

### **RECOMMENDATION:**

Information

Prepared by:  
Kevin Humphrey

Approved by:  
Kevin Humphrey, Superintendent

# Monitoring Goals, Actions, and Resources for the 2023-24 Local Control and Accountability Plan (LCAP)

This template is intended for internal monitoring purposes only. The 2023-24 LCAP template and instructions should be consulted when completing required documents.

(6) (A) The superintendent of the school district shall present a report on the annual update to the local control and accountability plan and the local control funding formula budget overview for parents on or before February 28 of each year at a regularly scheduled meeting of the governing board of the school district. (B) The report shall include both of the following: (i) All available midyear outcome data related to metrics identified in the current year's local control and accountability plan. (ii) All available midyear expenditure and implementation data on all actions identified in the current year's local control and accountability plan.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Guajome Schools	Kevin Humphrey Superintendent	humphreyke@guajome.net 7606318500

## Goal 1

### Goal Description

All applicable courses will be aligned with adopted state standards

### Expected Annual Measurable Objectives

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
Add at Least 3 Student Intervention Positions in ELA and Math to Support Student Learning	Before the Pandemic, we had 3 Intervention and Support positions available.	We are currently employing 3 intervention specialist and we will look to increase to 4 next year.	N/A	Employing 6 Intervention and Support positions.	Employing 6 Intervention and Support positions.
Increase Student Academic Performance in Math and ELA	We have seen inconsistent	While we have seen internal growth from our own diagnostic assessments we are still waiting for CAASPP	n/a	Outcome was achieved	Academic Improvement will be seen either in our school wide Star Renaissance Scores or our state CAASPP

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
	growth in our Math and ELA scores over the past 4 years with us scoring in the orange for mathematics and yellow for ELA in 2019.	results to help paint a larger picture when it comes to student growth			scores for two out of the three previous years of the LCAP.
Maintain Current Textbook/Material Adoption Process	We conduct a yearly Textbook Materials Adoption Cycle	We are maintaining our current textbook adoption process		About to perform 3rd textbook adoption of cycle	Three Textbook adoption cycles will have taken place.

#### Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
1.1	<b>Maintain Textbook Adoption Process</b> Adopt new course materials that align with state standards and frameworks using our textbook adoption cycle. This will help us to ensure that all text book and materials moving forward address the most current standards and frameworks while ensuring that students' academic needs are met.		Planned	Not yet implemented	Will be implemented by the end of the year	60,000	\$0
1.2	<b>Additional Staffing Support</b> Add additional (minimum 3) intervention and support staff to ensure students are meeting grade level standards in Math and ELA. These staff members will be		Partially Implemented	Academic progress for students supported		210,000	\$105,000.00

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	providing additional push in and pull-out support to initially help support students who may have experienced learning loss as a result of the pandemic. The goal will be for these staff members to provide additional intervention supports for students who are struggling with Math and ELA.						
1.3	<b>Interim Assessments</b> This will help us to initially assess student academic present levels as it relates to what they know and understand in the areas of Math and ELA in relation to what the grade level standards are. We will initially implement these assessments to identify where learning loss may have taken place during the pandemic and we will continue to consistently implement these assessments to measure student academic growth.		Partially Implemented	Charted growth for students		28,000	\$28,000.00
1.4	<b>PD Alignment</b> Utilizing professional development time to ensure grade level alignment of standards in grades K-12. This will help us to ensure that a proper scope and sequence has		Fully Implemented			50,000	\$50,000.00



Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	been developed to ensure that all state standards are being addressed and that no standards are missed especially in key transition years such as from 5th grade to 6th grade and 8th grade to 9th grade.						

## Goal 2

### Goal Description

Guajome will ensure that students who attend Guajome are on track to be college and/or career ready upon graduation

## Expected Annual Measurable Objectives

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
Increase Credit Recovery Options for Students in Grades 9-12	85 students are attending summer school for credit recovery purposes.	72 students are currently set to attend summer school because a number of students used credit recovery options provided to them throughout the school year		Outcome achieved by year one and improved upon in year 2	See a 5% decrease in the number of students who need summer school as a result of credit deficiency.
Begin the Implementation of the AVID Program	We have no Avid program currently at Guajome.	Avid has been started in grade 7 and will be in grade 7 and 8		Outcome Achieved	We will have at least 3 grade levels of students participating in the Avid Program.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
		next year			
Add a Career Pathway to the IB Career Pathway Program	We currently have three career pathways for students at Guajome.	No progress on this goal yet		Steps have been made towards a 4th pathway: Early childhood education	We will have a minimum of 4 career pathways available for students to participate in.
Utilize the Nepris Program School Wide.	We have not begun to use Nepris to introduce professionals into the classroom.	Staff have undergone nepris training and they have begun to implement it in the classroom		Outcome in progress	Each teacher across grades K-12 has utilized Nepris at least once during the school year.

#### Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
2.1	<b>Credit Recovery Options</b> Provide options for students in grades 9-12 who may have become credit deficient as a result of the pandemic. These options include providing additional online courses as well as summer school. We will provide additional opportunities in grades K-8 to address skill deficiency that may have resulted from the pandemic.		Fully Implemented	There are fewer students in need of intervention and credit recovery compared to at the beginning of the LCAP cycle		18,000	\$18,000
2.2	<b>Learning Loss Prevention</b> We will provide additional opportunities in grades K-8 to address skill deficiency that may		Fully Implemented	Students have shown successful academic growth on the CAASPP		20,000	\$20,000

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	have resulted from the pandemic. These interventions may include summer learning programs hosted on campus or online intervention programs through the use of Chromebooks.			test and on internal assessments			
2.3	<b>Avid</b> We will be initiating the Avid program in grade 7 starting the 2021 school year and expanding this program to grades 7-12 over the next 5 years. This program will help students who would be first generation college students to develop the skills necessary to be successful post-graduation.		Fully Implemented	Avid has been implemented in grades 7-9		30,000	\$30,000
2.4	<b>Career Pathway Addition</b> Our 1B Career Pathway program currently has three pathways students may choose to engage with for their 11th and 12th grade academic years. The action step we would take would be to add at least one more pathway over the next school year.		Partially Implemented	Beginning stages of early childhood education pathway		\$10,000	\$5,000.00
2.5	<b>Nepriis</b> Nepriis allows for workforce professionals to engage with students in the classrooms by providing virtual opportunities for		Fully Implemented	Nepriis is available to all staff		\$6,000	\$6,000

<b>Goal # Action #</b>	<b>Action Title and Description</b>	<b>Contributing</b>	<b>Implementation Level</b>	<b>Mid-year Outcome Data</b>	<b>Other Data/Evidence (qualitative, quantitative, artifacts)</b>	<b>Total Funds Budgeted</b>	<b>Mid-Year Expenditures</b>
	students and those professionals to dialogue and learn about their field of work. This will help to provide a broader depth of knowledge when it comes to what fields of work are available post-graduation and what our students need to do to get into those fields.						
<b>2.6</b>	<b>ELD Coordinator</b> ELD Coordinator will oversee programs to serve ELD Students, Migrant Youth, Foster Youth, and Homeless Students.		Fully Implemented	ELD coordinator is supporting these programs		\$46,000	\$46,000
<b>2.7</b>	<b>Illuminate Subscription</b> Guajome will maintain it's subscription to Illuminate for data tracking and reporting to direct our efforts to support struggling students		Not Implementing			\$14,000	\$14,000
<b>2.8</b>	<b>Support Program Software</b> Guajome will continue to fund subscriptions to a number of software programs, including STAR, IXL, Reading Plus, SuccessMaker, Flocabulary, Seesaw, Park Deck, Read 180, and My On to support students and help					\$68,770	\$68,770

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
	Intervention teachers identify students in the most need and in what areas they need support the most.						

### Goal 3

#### Goal Description

Guañome aims to have highly qualified teachers who continue to utilize best practices and strategies that support all learners

### Expected Annual Measurable Objectives

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
Expand Teacher Expert Group Professional Development Opportunities	Less than 20% of our teachers had the opportunity to present a professional development to staff during the 2020-2021 school year.	There have been fewer opportunities to meet in person this year because of covid protocols. We will look to increase this number for next year		Goal has been achieved after year 2	Over 50% of the staff will have the opportunity to present a professional development during the 2023-2024 school year.
Increase Support for Staff who are Going Through the GPA Induction Program.	Some support teachers support multiple staff who are going through the induction program.	There were no support staff who had more than one induction candidate on their case load		Goal was achieved after year 1	Create a 1-1 ratio of staff support teachers to staff induction teachers.

# **Actions & Measuring and Reporting Results**

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-Year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
3.1	<b>Induction</b> Continue to provide our own in-house induction program to help ensure our staff is properly credentialed while also providing them with the support to help be successful within Guajome Schools.		Fully Implemented	Has been fully implemented the past 3 years		\$10,000	\$10,000
3.2	<b>Professional Development</b> Resume sending staff to professional development trainings that align with the mission and vision of the organization. Additionally, continue to bring high level training opportunities to campus to provide the same type of support.		Fully Implemented	Staff continue to attend trainings on instructional practice and restorative justice programs amongst other opportunities		\$30,000	\$30,000
3.3	<b>Best Practices</b> Support and provide time for teachers and staff members to provide additional professional development when it comes to implementing best practices that support student learning and also align with our school's mission and vision.		Fully Implemented	Teachers have been regularly sharing out best practices in their subject areas and grade levels		\$50,000	\$50,000

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
3.4	<b>Math Intervention Teacher</b> Guajome will maintain staffing a full-time Math Intervention teacher for the middle school.		Fully Implemented	We achieved this goal after year one and carried it through to year 3		\$90,000	\$45,000
3.5	<b>K-5 Reading Intervention Teacher</b> Guajome will maintain staffing a full-time Reading Intervention teacher for the elementary program		Fully Implemented	We achieved this goal after year one and carried it through to year 3		\$78,966	\$39,000
3.6	<b>Lucy Culins Writing Workshop</b> Guajome will continue to fund training for K-5 teachers through the Lucy Caulkins Writing Workshop.		Fully Implemented	Teacher attended the training		\$4,500	\$4,500
3.7	<b>Triumph Learning</b> Guajome will maintain a subscription to Triumph Learning to equip a Support Coach teacher to work with other professionals on campus to support teaching staff in their practice.		Fully Implemented	Program has been purchased and implemented		\$6,000	\$6,000

## Goal 4

### Goal Description



Guajome will maintain a safe and secure campus that provides an environment conducive to education and a positive school climate

### Expected Annual Measurable Objectives

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
Provide Additional Position to Support Student Mental Health	GPA currently have 2 full time school psychologists on campus.	We added a school social worker to provide mental health support		Goal achieved in year one	By the 2023-2024 school year, we will have an additional school psychologist or school social worker supporting students' mental health needs.
Provide School-wide mental health screenings for our students	GPA currently provides health screenings for students in 7th and 9th grade.	Students in grades K-12 received multiple mental health screenings throughout the school year.		Goal continuously achieved since year 1	By the 2023-2024 school year, we will be able to provide mental health screenings to any student who chooses to participate in grade K-12
Providing Professional Development for Staff When It Comes to Implementing Tier 1 interventions in the classroom.	Our staff has not been formally trained on specific tier one interventions they can use in the classroom to support students.	We have had multiple who group staff trainings that focused on how to implement Tier 1 interventions		Goal achieved at the beginning of this year	By the 2023-2024 school year, all of our teachers will have been exposed to at least one training that helps them implement tier one interventions



## Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
4.1	<b>Mental Health Support Staff</b>  We will add an additional full time position to provide support for our students who are showing signs of trauma that are a result of the Covid 19 pandemic. This position will either be a school social worker of a school psychologists.		Fully Implemented	Implemented in Year 1		80,000	\$40,000
4.2	<b>Mental Health Screenings</b> We will conduct a school wide mental health screening at the beginning of the school year and periodically throughout the rest of the school year to assess student mental health needs and to identify strategies to support the needs of our students.		Fully Implemented	Implemented in Year 1		110,000	\$5,000
4.3	<b>MTSS Trainings</b> The training and implementation of the MTSS process will help to create a more positive and safer learning experience for our stakeholders. We will be focusing on implementing tier one supports		Fully Implemented	Implemented by the beginning of this year		50,000	\$50,000

<b>Goal # Action #</b>	<b>Action Title and Description</b>	<b>Contributing</b>	<b>Implementation Level</b>	<b>Mid-year Outcome Data</b>	<b>Other Data/Evidence (qualitative, quantitative, artifacts)</b>	<b>Total Funds Budgeted</b>	<b>Mid-Year Expenditures</b>
	in the classroom and using our additional mental health position to support the implementation of tier 2 and tier 3 interventions.						
<b>4.4</b>	<b>Trauma Informed Practices</b> Provide trainings for families and staff to help them identify signs of trauma with their students and within themselves.		Fully Implemented	Implemented in year 1		500	\$500
<b>4.5</b>	<b>Student Achievement Collaboration</b> Teachers are selected and compensated to lead grade-level teams in providing targeted supports to students who may be at-risk and provide early intervention to avoid long-term challenges.		Fully Implemented	Implemented in year 1. Cost more than budgeted for		1,000	\$7,500
<b>4.6</b>	<b>Homeless Services</b> Guajome will provide continued support for homeless students in the form of school supplies, food for them and their families, transportation, and more.		Fully Implemented	Implemented in year 1		12,500	\$12,500

<b>Goal # Action #</b>	<b>Action Title and Description</b>	<b>Contributing</b>	<b>Implementation Level</b>	<b>Mid-year Outcome Data</b>	<b>Other Data/Evidence (qualitative, quantitative, artifacts)</b>	<b>Total Funds Budgeted</b>	<b>Mid-Year Expenditures</b>
4.7	<b>Develop Entrance Routines and Classroom Management Strategies</b> With the increase in behavior issues during unstructured time, we will work together as an organization to implement common practices across all grade levels as it relates to classroom entrance routines and other classroom management strategies.		Fully Implemented	Implemented in year 1		0	\$0

## Goal 5

Goal Description

### Expected Annual Measurable Objectives

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Mid-Year Outcome Data	Desired Outcome for 2023-24
Reduce Chronic Absenteeism Our Chronic Absenteeism rate was at 4.3% in 2019.	That number actually decreased during the pandemic, to around 1.5%	A step backward was taken with this metric because of lengthy absences caused by Covid.		Absenteeism has decreased from last two years but not below pre-pandemic numbers	Reduce chronic absenteeism to below 3% for 2 out of the 3 previous years
Increase and provide targeted home visits	Only Kindergarten students received a grade level home visit during the 2020 school year.	Kindergartners and students with academic or behavioral struggles received a home visit this year.		Targeted visits have taken place, but are not taking place for all 6th and 9th graders	All "new" incoming sixth graders and ninth graders will be provided the opportunity to receive a home visit.
Expand the Role of Family Outreach Liaison	The person who participates in this role currently receives only a stipend.	The Liaison role was very active, but it still not has increased to a full time job		Has become a full time job	This position will be incorporated into a job description and will have more expansive responsibilities

### Actions & Measuring and Reporting Results

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
5.1	<b>Family Outreach Liaison</b> Our Family Outreach Liaison works at developing relationships with both our families and community and works to connect the two entities. Currently the person working in this position receives an extra stipend. We will expand some of her responsibilities into the actual job description.		Fully Implemented	Liaison is currently providing services full time for families. Funded through community schools		5,000	\$0

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
5.2	<b>ParentSquare</b> ParentSquare has been an effective tool when it comes to engaging families. It helps the school inform stakeholders on what is taking place inside and outside of the classroom. It has multiple facets that aren't currently in use that we can better utilize to communicate with our stakeholders. We will look to highlight these features to improve stakeholder engagement.		Fully Implemented	Helps us track family engagement and we reach nearly 100% of our families with this app		14,000	\$14,000
5.3	<b>Chronic Absenteeism</b> We had a low incidence rate as far as chronic absenteeism was concerned, but we do know that there are families that we need to reintegrate into the learning community to help improve academic and social and emotional outcomes.		Fully Implemented	We are not at pre-pandemic levels but we have seen two straight years of improvement with this data		2,000	\$2,000
5.4	<b>Home Visits</b> One of the most effective strategies to re-engage families during the pandemic was conducting family home visits. We will work to expand those home visits in a strategic way to help improve communication with families and to provide necessary supports.		Partially Implemented	We continue to implement this program with our kindergartners with great success		4,000	\$4,000

Goal # Action #	Action Title and Description	Contributing	Implementation Level	Mid-year Outcome Data	Other Data/Evidence (qualitative, quantitative, artifacts)	Total Funds Budgeted	Mid-Year Expenditures
5.5	<b>Family Engagement Coordinator</b> Guajome will maintain staffing a part-time Family Engagement Coordinator for the K-12 program.		Fully Implemented	This has become part of a full time job funded through community school funding		2,892	\$0

**GUAJOME PARK ACADEMY**

**AGENDA ITEM 12D**

**TO:** Board of Directors  
**FROM:** Superintendent  
**DATE:** February 1, 2024

**SUBJECT: 23/24 Stipend Schedule Amendment**

Effective 02/01/24, an additional monthly stipend of \$1,000 will be added to the existing stipend salary schedule for positions affected by unexpected staff vacancies.

**FISCAL IMPACT:**  
\$1,000 monthly

**RECOMMENDATION:**  
Approval.

Prepared by:  
Julie Hoopes

Approved by:  
Kevin Humphrey, Superintendent

# **GUAJOME PARK ACADEMY STIPENDS**

**Effective February 1, 2024**

<b>RANGE</b>	<b>ANNUAL</b>	<b>MONTHLY (11 MONTHS)</b>
1	\$1,000.00	\$90.91
2	\$1,250.00	\$113.64
3	\$1,500.00	\$136.36
4	\$1,700.00	\$154.55
5	\$2,000.00	\$181.82
6	\$3,000.00	\$272.73
7	\$4,700.00	\$427.27
8	\$10,000.00	\$909.09
9	N/A	Monthly @ \$1,000

<b>RANGE</b>	<b>STIPEND NAME</b>
1	Academic Coach IB Career Program Service Learning Coordinator IB Career Program Language Development Coordinator BTSA Lead Summer School Lead Teacher (per session) Security Lead Scholarships
2	High School Junior Varsity Coach Work Experience Short Term Independent Study
3	Mentor Teacher Lead Counselor After School Enrichment (per semester)
4	Middle School Coach BTSA Support Provider (per participant) Yearbook Advisor - GPPA
5	Advanced Degree Stipend AVID Coordinator AVID Site Director Extended Essay Lead CAS Lead
6	High School Varsity Coach Drumline Coach ASB Advisor – High School ASB Advisor - Middle School
7	IB Coordinator Yearbook Advisor Grade Level Lead-SAC ILT
8	Athletic Director Teacher on Special Assignment
9	Back Office Support



GUAJOME PARK ACADEMY  
2000 NORTH SANTA FE AVENUE  
VISTA, CA 92083  
(760) 631-8500

RESOLUTION DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL  
AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION

Resolution # 09–2023/2024

***Guajome Park Academy Charter School, San Diego County ON MOTION OF member \_\_\_\_\_, seconded by member \_\_\_\_\_, effective February 1, 2024 through June 30, 2024.***

**IT IS RESOLVED AND ORDERED that:**

1. The authorized agent (one person only) to receive mail from the Payroll Sections is **Kevin Humphrey**.
2. The authorized person(s) or district(s) to pick up warrants from the County Office (other than the mail addressee) are: **Kevin Humphrey, Judd Thompson, Kendria Tavares, Julie Hoopes and Vista Unified School District authorized agent.**
3.

	Mail	Hold	Consortium	
Check One	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Monthly Payroll warrants each and every month.
Check One	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Daily/Hourly payroll warrants each and every month.

**IT IS FURTHER RESOLVED** that, this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

**PASSED AND ADOPTED** by said Governing Board on February 1, 2024 by the following vote:

AYES: \_\_\_\_\_ MEMBERS

NOES: \_\_\_\_\_ MEMBERS

ABSENT: \_\_\_\_\_ MEMBERS

STATE OF CALIFORNIA     )  
COUNTY OF SAN DIEGO    )     SS

I, Dawn Voss, Secretary of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

\_\_\_\_\_  
Secretary/Clerk of the Governing Board

Manual signature(s) of authorized person(s):

Facsimile signature(s), if applicable:  
(Rubber Stamp)

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**GUAJOME PARK ACADEMY**

**AGENDA ITEM 12F**

**TO:** Board of Directors  
**FROM:** Superintendent  
**DATE:** February 1, 2024

**SUBJECT: CALSHAPE Resolution**

This document authorizes Guajome Park Academy to accept a state grant from the California Energy Commission for \$179,117.93 to improve our plumbing system.

**FISCAL IMPACT:**  
\$179,117.93 in additional revenue

**RECOMMENDATION:**  
Approval

Prepared by:  
Kevin Humphrey

Approved by:  
Kevin Humphrey, Superintendent

**California Schools Healthy Air, Plumbing, and Efficiency Program  
Governing Body Resolution**

**RESOLUTION NO.** 10-2023/2034

**Resolution of**

Guajome Park Academy Charter

*Name of Local Educational Agency*

**WHEREAS**, the California Energy Commission's California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Program provides grants to local educational agencies (LEA), that includes school districts, charter schools, and regional occupational programs, to fund the assessment, maintenance, and repair of ventilation systems, installation of carbon dioxide monitors, and replacement of noncompliant plumbing fixtures and appliances;

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Education

*Governing Body*

authorizes Guajome Park Academy Charter to apply for a

*LEA Name*

grant from the California Energy Commission to implement a CalSHAPE Program project.

**BE IT ALSO RESOLVED**, that in compliance with the California Environmental Quality Act (CEQA), the Board of Education finds that the activity funded by

*Governing Body*

the grant is (Please select one)

☐ not a project because \_\_\_\_\_

OR

☒ a project that is exempt under Clause 15061 (b)(3) because  
the project is question does not have a significant impact on the environment and as such it is not subject to CEQA

OR

☐ a project and \_\_\_\_\_ document was prepared.

**BE IT ALSO RESOLVED**, that if recommended for funding by the California Energy Commission, the the Board of Education authorizes Guajome Park Academy Charter

*Governing Body*

*LEA Name*

to accept a grant up to \$ 179,117.93 and accept all grant agreement

*Grant Amount Requested*

terms and conditions.

**BE IT FURTHER RESOLVED**, that Kevin Humphrey,  
*Name of Designated LEA Official or Staff*  
Luis Llamas, and \_\_\_\_\_,  
*Name of Designated LEA Official or Staff*      *Name of Designated LEA Official or Staff*  
are hereby authorized and empowered to execute in the name of  
Guajome Park Academy Charter all necessary documents to implement and  
*LEA Name*

carry out the purpose of this resolution, and to undertake all actions necessary to undertake and complete the energy efficiency projects.

Passed, Approved and Adopted this 1st day of February, 2024.  
*Month*      *Year*

Governing Body Representatives:

Anna McAfee

Sylvia Harper

Steve Kildoo

Debbie Duffy

Casey Semrow



RECIPIENT <b>Guajome Park Academy Charter</b>	AGREEMENT NUMBER <b>23R5PA1118</b>
ADDRESS Kevin Humphrey 2000 N Santa Fe Ave Vista, CA 92083	AGREEMENT TERM <b>Ends 24 months after Effective Date</b> The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION

The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

- Exhibit A** – Scope of Work
- Exhibit B** – Budget
- Exhibit C** – Agreement Contacts
- Exhibit D** – Terms and Conditions

	EIMBURSABLE AMOUNT
	<b>\$179,117.93</b>
	Total of REIMBURSABLE AMOUNT
	<b>\$179,117.93</b>

*The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.*

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
NAME <b>Adrienne Winuk</b>		NAME <b>Kevin Humphrey</b>	
TITLE <b>Contracts, Grants, and Loans Office Manager</b>		TITLE <b>Superintendent</b>	
CALIFORNIA ENERGY COMMISSION ADDRESS <b>1516 9th Street, MS 18, Sacramento, CA 95814</b>			

**EXHIBIT A**  
**Scope of Work**

**Guajome Park Academy Charter 37684523730942**

**Total Number of Sites 1**

**Site Name**

Guajome Park Academy Charter

**CDS Code**

37684523730942

**Guajome Park Academy Charter**

**Appliance/Fixture**

Interior Faucet

Toilet

**Unit Count**

42

18

**EXHIBIT B**  
**Budget**

**Guajome Park Academy Charter**  
**37684523730942**

**Total Requested Amount**  
**\$179,117.93**

**Site Name**  
Guajome Park Academy Charter

**Requested Amount**  
\$179,117.93

**Guajome Park Academy Charter**  
**Appliance/Fixture**

Interior Faucet  
Toilet

**Requested Amount**  
\$109,551.93  
\$69,566.00

**Total Grant Award**  
Initial Payment  
Final Payment

\$179,117.93  
\$89,558.96  
\$89,558.97



## **EXHIBIT C**

### **Contacts**

#### **CalSHAPE Program Staff**

California Energy Commission  
715 P Street  
Sacramento, CA 95814  
E-mail: CalSHAPE@energy.ca.gov

#### **Confidential Deliverables/Products**

Adrienne Winuk, Manager  
California Energy Commission  
Contracts, Grants and Loans Office  
715 P Street, MS - 18  
Sacramento, CA 95814  
E-mail: Adrienne.Winuk@energy.ca.gov

#### **Invoices, Progress Reports and Non-Confidential Deliverables to**

Mary Hung  
California Energy Commission  
Accounting Office  
714 P Street MS - 2  
Sacramento, CA 95813  
E-mail: Mary.Hung@energy.ca.gov

## **EXHIBIT C**

### **Contacts**

#### **LEA Contact (Primary)**

<b>Name</b>	Kevin Humphrey
<b>Address</b>	2000 N Santa Fe Avenue
<b>City, State, Zip</b>	Vista, CA 92083
<b>E-mail</b>	humphreyke@guajome.net

#### **LEA Contact (Alternate)**

<b>Name</b>	Luis llamas
<b>Address</b>	2000 N Santa Fe Avenue
<b>City, State, Zip</b>	Vista, CA 92083
<b>E-mail</b>	llamaslu@guajome.net

#### **LEA Contact (Alternate)**

<b>Name</b>	enter name
<b>Address</b>	enter address line
<b>City, State, Zip</b>	enter city, state, zipcode
<b>E-mail</b>	enter email

## EXHIBIT D

### CALIFORNIA SCHOOLS HEALTHY AIR, PLUMBING, AND EFFICIENCY (CALSHAPE) STANDARD GRANT TERMS AND CONDITIONS

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## 1. **Introduction**

This grant agreement (Agreement) between the California Energy Commission (Energy Commission or Commission) and the Recipient is funded by the School Energy Efficiency Stimulus Program, established by Assembly Bill 841 (Ting, Chapter 372, Statutes of 2020), which in part provides grants to replace noncompliant plumbing fixtures and appliances. This grant program is referred to as the California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Plumbing Program.

This Agreement includes: (1) the Agreement signature page (**form CEC-146**); (2) the scope of work (**Exhibit A**); (3) the budget (**Exhibit B**); (4) a contacts list (**Exhibit C**); (5) these terms and conditions, which are standard requirements for CalSHAPE plumbing program grant awards (**Exhibit D**); (6) any special terms and conditions that the Energy Commission may impose to address the unique circumstances of the funded project, which take precedence in the event of a conflict with any provision of these terms and conditions (**Exhibit E**); (7) all attachments; and (8) all documents incorporated by reference.

All work and expenditure of Commission-reimbursed funds must occur within the Agreement term specified on the CEC-146 form.

## 2. **Documents Incorporated by Reference**

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsections (f) and (g) below. Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

### **Funding Documents**

- a. The notice of funding availability for the project supported by this Agreement
- b. The Recipient's application submitted in response to the notice of funding availability

### **Program Guidelines**

- c. CalSHAPE Plumbing Program Commission Guidelines, available at <https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>

### **Federal Cost Principles (*applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations*)**

- d. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

### **Federal Acquisition Regulations (*applicable to commercial organizations*)**

- e. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

### **Nondiscrimination**

- f. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

### **General Laws**

- g. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

### **3. Standard of Performance**

In performing work under the Agreement, the Recipient, its subcontractors, and their employees are responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures for the type of work performed.

### **4. Due Diligence**

- a. The Recipient must take timely actions that, taken collectively, move this project to completion.
- b. Energy Commission staff will periodically evaluate the project schedule for completion of Scope of Work tasks. This evaluation may include but not be limited to random checks of project progress at periodic intervals set by the Energy Commission. Recipients subject to a project check must complete a progress report using a template prepared by the Energy Commission to provide information on the project status and expected completion date.
- c. If Energy Commission staff determines that: (1) the Recipient is not diligently completing the tasks in the Scope of Work; or (2) the time remaining in this Agreement is insufficient to complete all project tasks by the Agreement end date, Energy Commission staff may recommend that this Agreement be terminated, and the Commission may terminate this Agreement without prejudice to any of its other remedies.

### **5. Products**

- a. **“Products”** are any tangible item specified for delivery to the Energy Commission in the Scope of Work, such as reports and summaries. The Recipient will submit all products identified in the Scope of Work to Energy Commission staff, in the manner and form specified in the Scope of Work.

If Energy Commission staff determines that a product is substandard given its description and intended use as described in this Agreement, Energy Commission staff, without prejudice to any of the Commission’s other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.

- b. **Failure to Submit Products**

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

- c. **Legal Statements on Products**

All documents that result from work funded by this Agreement and are released to the public must include the following statement to ensure no Commission endorsement of documents:

**LEGAL NOTICE**

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. Neither the Commission, the State of California, nor the Commission's employees, contractors, or subcontractors makes any warranty, express or implied, or assumes any legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights. This document has not been approved or disapproved by the Commission, nor has the Commission passed upon the accuracy of the information in this document.

## **6. Amendments**

### **a. Procedure for Requesting Extensions**

The Recipient must submit a written request to the CalSHAPE Program for a one-time only extension to the Agreement, not to exceed six-months nor the final program reporting deadline date of June 1, 2026. The request must include:

- A brief summary of the proposed extension; and
- A brief summary of the reason(s) for the extension

### **b. Approval of Changes**

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 16 of these terms. No oral understanding or agreement is binding on any of the parties.

## **7. Contracting and Procurement Procedures**

This section provides general requirements for agreements entered into between the Recipient and subcontractors for the performance of this Agreement.

### **a. Contractor's Obligations to Subcontractors**

1) The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into for the performance of this Agreement.

2) Nothing contained in this Agreement or otherwise creates any contractual relation between the Commission and any subcontractors, and no subcontract may relieve the Recipient of its responsibilities under this Agreement. The Recipient agrees to be as fully responsible to the Commission for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient.

The Recipient's obligation to pay its subcontractors is an independent obligation from the Commission's obligation to make payments to the Recipient. As a result, the Commission has no obligation to pay or enforce the payment of any funds to any subcontractor.

3) The Recipient is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Agreement.

### **b. Flow-Down Provisions**



Subcontracts funded in whole or in part by this Agreement must include language conforming to the provisions below, unless the subcontracts are entered into by the University of California (UC) or the U.S. Department of Energy (DOE) national laboratories. UC may use the terms and conditions negotiated by the Energy Commission with UC for its subcontracts. DOE national laboratories may use the terms and conditions negotiated with DOE (please contact the Commission Grants Officer for these terms).

- Standard of Performance (Section 3)
- Legal Statements on Products (included in Section 5, "Products")
- Prevailing Wage (Section 10)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Access to Sites and Records (included in Section 22, "General Provisions")
- Nondiscrimination (included in Section 23, "Certifications and Compliance")
- Survival of the following sections:
  - Equipment (Section 14)
  - Recordkeeping, Cost Accounting, and Auditing (Section 11)
  - Intellectual Property (Section 20)
  - Access to Sites and Records (included in Section 22, "General Provisions")

Subcontracts funded in whole or in part by this Agreement must also include the following:

- A clear and accurate description of the material, products, or services to be procured.
- A detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors breach contract terms, in addition to sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the Commission.

c. Audits

All subcontracts entered into for the performance of this Agreement are subject to examination and audit by the Energy Commission, Bureau of State Audits, or the California Public Utilities Commission for a period of three (3) years after payment of the Recipient's final invoice under this Agreement.

d. Copies of Subcontracts

The Recipient must provide a copy of its subcontracts upon request by the Energy Commission.

e. Conflicting Subcontract Terms

Prior to the execution of this Agreement, the Recipient will notify the CalSHAPE Program of any known or reasonably foreseeable conflicts between this Agreement and its agreements with any subcontractors (e.g., conflicting intellectual property or payment terms). If the Recipient discovers any such conflicts after the execution of this Agreement, it will notify the CalSHAPE Program of the conflict within fifteen (15) days of discovery. The Energy Commission may, without prejudice to its other remedies, terminate this Agreement if any conflict impairs or diminishes its value.

f. Penalties for Noncompliance

Without limiting the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

**8. Payment of Funds**

a. Timing of Payment

See Chapter 3, Section G, Timing of Payment, of the CalSHAPE Plumbing Commission Guidelines.

Final payment will only be made after the Energy Commission: (1) receives and approves the Recipient's final reporting; and (2) receives and accepts all other required documentation necessary for the Energy Commission to determine the total final amount due to the Recipient, based on actual and allowable Incurred Costs and Paid Costs under this Agreement, up to the total grant award amount.

Without limiting any other rights and remedies available to the Energy Commission, Recipient must return funds to the Energy Commission received under this Agreement if, for example, the Recipient was overpaid in the first payment, did not complete the project, or did not meet other program requirements.

b. Reimbursable Cost Requirements

In addition to any other requirements in this Agreement, the Energy Commission is only obligated to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.

ALL of the items in the Budget are capped amounts (i.e., maximums), and the Recipient can only bill its ACTUAL amount up to capped amounts listed in the Budget. For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. If the actual rates exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

c. Payment Requests

Recipient agrees and acknowledges that time is of the essence in submitting the final payment request. The Commission has a limited period of time, set by law, in which it can reimburse funds under this Agreement. Without prejudice to the Commission's other rights, the Recipient risks not receiving any funds, and relieves the Commission of any duty and liability whatsoever to pay, for any payment requests received after the end of the Agreement.



d. Invoice Approval and Disputes:

Payment is subject to Energy Commission staff's approval. Payments will be made to the Recipient for undisputed invoices. An undisputed invoice is an invoice submitted by the Recipient for work performed, for which project expenditures and products meet all Agreement conditions, and for which additional evidence is not required to determine its validity.

The invoice will be disputed if all products due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed, the Recipient will be notified by the CEC.

e. Multiple Non-Energy Commission Funding Sources:

No payment will be made for costs identified in recipient invoices that have been or will be reimbursed by another source, including but not limited to an agreement with another government entity.

"Government Entity" means: (1) a state governmental agency; (2) a state college or university; (3) a local government entity or agency, including those created as a Joint Powers Authority; (4) an auxiliary organization of the California State University or a California community college; (5) the federal government; (6) a foundation organized to support the Board of Governors of the California Community Colleges; and (7) an auxiliary organization of the Student Aid Commission established under California Education Code Section 69522.

f. Reduced funding:

If the Energy Commission does not receive sufficient funds under the Budget Act or from the investor-owned utility administrators of the CalSHAPE program to fully fund the work identified in Exhibit A (Scope of Work), the following will occur:

- 1) If the Energy Commission has received a reduced amount of funds for the work, it may: (1) offer an Agreement amendment to the Recipient to reflect the reduced amount; or (2) cancel this Agreement (with no liability occurring to the State).
- 2) If the Energy Commission has received no funds for the work identified in Exhibit A: (1) this Agreement will be of no force and effect; (2) the State will have no obligation to pay any funds to the Recipient; and (3) the Recipient will have no obligation to perform any work under this Agreement.

g. Allowability of Costs

1) Allowable Costs

The costs for which the Recipient will be reimbursed under this Agreement include all costs, direct and indirect, incurred in the performance of the work identified in the Scope of Work. Costs must be incurred within the Agreement term. Factors to be considered in determining whether an individual item of cost is allowable include: (i) reasonableness of the item, including necessity of the item for the work; (ii) applicable federal cost principles or acquisition regulations incorporated by reference in Section 2 of this Agreement; and (iii) the terms and conditions of this Agreement.

2) Unallowable Costs

See Chapter 3, Section H, Ineligible Costs, of the CalSHAPE Plumbing Program Commission Guidelines.

3) Except as provided for in this Agreement or applicable California law or regulations, the Recipient will use the federal cost principles and/or acquisition regulations incorporated by reference in Section 2 of this Agreement when determining allowable and unallowable costs. In the event of a conflict, this Agreement takes precedence over the federal cost principles and/or acquisition regulations.

h. Final Invoice for Remaining Funds

See Chapter 4, Section C, Final Documentation and Invoice for Remaining Funds, of the CalSHAPE Plumbing Program Commission Guidelines. The Recipient must submit all invoices electronically by uploading them to the CalSHAPE Online System, which is found at <https://calshape.energy.ca.gov/>.

i. If the Recipient has not otherwise provided to the Commission documentation showing the Recipient's payment of Incurred Costs, the Recipient shall provide such documentation as soon as possible and not later than three working days from a request from Commission personnel.

j. Certification

The following certification will be included on each payment request form and signed by the Recipient's authorized officer:

***The documents included in this request for payment are true and correct to the best of my knowledge and I have authority to submit this request. I certify that reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract, or other procurement method. For projects considered to be a public work, prevailing wages were paid to eligible workers who provided labor for the work covered by this invoice; the Recipient and all subcontractors have complied with prevailing wage laws.***

9. **Reserved**

10. **Prevailing Wage**

a. Requirement

Projects funded by the Energy Commission often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000. Such projects might be considered "public works" under the California Labor Code (See California Labor Code Section 1720 et seq. and Title 8 California Code of Regulations, Section 16000 et seq.). Public works projects require the payment of prevailing wages. Prevailing wage rates can be significantly higher than non-prevailing wage rates.

b. Determination of Project's Status

Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction may issue legally binding determinations that a particular project is or is not a public work. If the Recipient is unsure whether the project funded by the Agreement is a "public work" as defined in the California Labor Code, it may wish to seek a timely determination from DIR or an appropriate court. As such processes can be time consuming, it may not be possible to obtain a timely determination before the date for performance of the Agreement.

By accepting this grant, the Recipient is fully responsible for complying with all California public works requirements, including but not limited to payment of prevailing wage. As a material term of this grant, the Recipient must either:

- 1) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work; or
- 2) Assume that the project is a public work and ensure that:
  - Prevailing wages are paid unless and until DIR or a court of competent jurisdiction determines that the project is not a public work;
  - The project budget for labor reflects these prevailing wage requirements; and
  - The project complies with all other requirements of prevailing wage law, including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when such payment is required.

c. Subcontractors and Flow-down Requirements

The Recipient will ensure that its subcontractors also comply with the public works/prevailing wage requirements above. The Recipient will ensure that all agreements with its subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. The Recipient is responsible for any failure of its subcontractors to comply with California prevailing wage and public works laws.

d. Indemnification and Breach

Any failure of the Recipient or its subcontractors to comply with the above requirements will constitute breach of this Agreement which excuses the Commission's performance of this Agreement at the Commission's option, and will be at the Recipient's sole risk. In such a case, the Commission will refuse payment to the Recipient of any amount under this award and the Commission will be released, at its option, from any further performance of this Agreement or any portion thereof. The Recipient will indemnify the Energy Commission and hold it harmless for any and all financial consequences arising out of or resulting from the failure of the Recipient and/or any of its subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

e. Budget

The Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, the Recipient may wish to contact DIR or a qualified labor attorney for guidance.

f. Covered Trades

For public works projects, the Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

g. Questions

If the Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship, or other significant requirements of California prevailing wage law, the Recipient should consult DIR and/or a qualified labor attorney before entering into this Agreement.

h. Certification

The Recipient will certify to the Energy Commission on each payment request form either that: (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws; or (b) the project is not a public work requiring the payment of prevailing wages. In the latter case, the Recipient will provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient will submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent this certificate, the Recipient will have no right to any funds under this Agreement, and Commission will be relieved of any obligation to pay any funds.

**11. Recordkeeping, Cost Accounting, and Auditing**

a. Cost Accounting

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the project and any match-funded portion of the project. The Commission or its agent will have the right to examine the Recipient's books of accounts at all reasonable times, to the extent necessary to verify the accuracy of the Recipient's reports.

b. Accounting Procedures

The Recipient's costs will be determined on the basis of its accounting system procedures and practices employed as of the effective date of this Agreement, provided that the Recipient uses generally accepted accounting principles and cost reimbursement practices. The Recipient's cost accounting practices used in accumulating and reporting costs during the performance of this Agreement will be consistent with the practices used in estimating costs for any proposal to which this Agreement relates; provided that such practices are consistent with the other terms of this Agreement and that such costs may be accumulated and reported in greater detail during performance of this Agreement.

The Recipient's accounting system will distinguish between direct and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to costs incurred under this Agreement.

c. Inspections, Assessment, and Studies

If selected, the Recipient must cooperate with and participate in the following:

- 1) An assessment of a funded project's greenhouse gas reductions and energy savings. This may include, but is not limited to, requests from Energy Commission staff or its delegate for data, project and equipment information, and reasonable access to the project site to assist with determining greenhouse gas reductions and energy savings attributable to the funded project. Costs associated with any activities associated with such an assessment will not be funded by a CalSHAPE Program grant.
- 2) A site inspection and verification of installation and operation of new fixtures and appliances. This may include, but is not limited to, providing Energy Commission staff or its delegates reasonable access to the funded project site to inspect and verify installation and operation. Recipient understands that any such inspection and verification by Energy Commission staff or its delegates is not a safety inspection.
- 3) A measurement and evaluation study that will be used to analyze current program performance and improve future program designs. This may include but is not limited to providing Energy Commission staff or its delegates data, project and equipment information, and reasonable access to the funded project site.

d. Audit Rights

The Recipient will maintain books, records, documents, and other evidence, based on the procedures set forth above, sufficient to reflect properly all costs claimed to have been incurred in the performance of this Agreement. The Energy Commission, another state agency, and/or a public accounting firm designated by the Energy Commission may audit the Recipient's accounting records at all reasonable times, with prior notice by the Energy Commission.

It is the intent of the parties that the audits will ordinarily be performed not more frequently than once every twelve (12) months during the performance of the work and once at any time within three (3) years after payment by the Energy Commission of the Recipient's final invoice. However, performance of any such interim audits by the Energy Commission does not preclude further audit. The Energy Commission may audit books, records, documents, and other evidence relevant to the Recipient's royalty payment obligations (see Section 21) for a period of ten (10) years after payment of the Recipient's final invoice.

The Recipient will allow the auditor(s) to access such records during normal business hours, and will allow interviews of any employees who might reasonably have information related to such records. The Recipient will include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

e. Refund to the Energy Commission

If the Energy Commission determines that any invoiced and paid amounts exceed the actual allowable incurred costs, the Recipient will repay the amounts to the Energy Commission within thirty (30) days of request or as otherwise agreed by the Energy Commission and the Recipient. If the Energy Commission does not receive such repayments, it will be entitled to take any actions enforce any remedies available to it, such as withholding further payments to the Recipient and seeking repayment from the Recipient.



f. Audit Cost

The Recipient will bear its cost of participating in any audit (e.g., mailing or travel expenses). The Energy Commission will bear the cost of conducting the audit unless the audit reveals an error detrimental to the Energy Commission that exceeds more than ten percent (10%) or \$5,000 (whichever is greater) of the amount audited. The Recipient will pay the refund as specified in subsection (d), and will reimburse the Energy Commission for reasonable costs and expenses incurred by the Commission in conducting the audit.

g. Match or Cost Share

If the budget includes a match share requirement, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of Energy Commission funds. The funds will be released only if the required match percentages are expended. The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind, non-cash services), and report on match share expenditures on its request for payment.

**12. Workers' Compensation Insurance**

- a. The Recipient warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CalSHAPE Program satisfactory evidence of this insurance upon the CalSHAPE Program's request.
- b. If the Recipient is self-insured for worker's compensation, it warrants that the self-insurance is permissible under the laws of the State of California and agrees to furnish to the CalSHAPE Program satisfactory evidence of the insurance upon the CalSHAPE Program's request.

**13. Permits and Clearances**

The Recipient is responsible for ensuring that all necessary permits and environmental documents are prepared and that clearances are obtained from the appropriate agencies.

**14. Equipment**

Title to equipment acquired by the Recipient with grant funds will vest in the Recipient. The Recipient may use the equipment in the project or program for which it was acquired as long as needed, regardless of whether the project or program continues to be supported by grant funds. However, the Recipient may not sell, lease, or encumber the property (i.e., place a legal burden on the property such as a lien) during the Agreement term without Energy Commission Staff's prior written approval.

The Recipient may refer to the applicable federal regulations incorporated by reference in this Agreement for guidance regarding additional equipment requirements.

**15. Stop Work**

Energy Commission staff may, at any time by written notice to the Recipient, require the Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, noncompliance with the standard of performance, out of scope work, project delays, and misrepresentations.

- a. Compliance. Upon receipt of a stop work order, the Recipient must immediately take all necessary steps to comply with the order and to stop the incurrence of costs allocable to the Energy Commission.
- b. Canceling a Stop Work Order. The Recipient may resume the work only upon receipt of written instructions from Energy Commission staff.

## **16. Termination**

### **a. Purpose**

Because the Energy Commission is a state entity and provides funding on behalf of all California ratepayers, it must be able to terminate the Agreement upon the default of the Recipient and to proceed with the work required under the Agreement in any manner it deems proper. The Recipient agrees that upon any of the events triggering the termination of the Agreement by the Energy Commission, the Energy Commission has the right to terminate the Agreement, and it would constitute bad faith of the Recipient to interfere with the immediate termination of the Agreement by the Energy Commission.

### **b. With Cause**

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations. The Recipient will relinquish possession of equipment purchased for this Agreement with Energy Commission funds to the Commission, or the Recipient may purchase the equipment as provided by the terms of this Agreement, with approval of the Energy Commission.

The term "for cause" includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

### **c. Without Cause**

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

## **17. Indemnification**

To the extent allowed under California law, the Recipient will indemnify, defend, and hold harmless the state (including the Energy Commission) and state officers, agents, and employees from any and all claims and losses in connection with the performance of this Agreement.

## **18. Reserved**

## **19. Reserved**

## **20. Intellectual Property**

- a. The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

**“Intellectual property”** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- b. The Energy Commission owns all products identified in the Scope of Work, with the exception of products that fall within the definition of “intellectual property.”

**“Product”** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.

- c. Both the Energy Commission and the California Public Utilities Commission have a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes, including but not limited to providing data and reports to the California Public Utilities Commission, State legislature, and Utilities and using data for the development of future programs.

- d. Intellectual Property Indemnity

The Recipient may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party, and will take reasonable actions to avoid infringement.

To the extent allowed under California law, the Recipient will defend and indemnify the Energy Commission and the California Public Utilities Commission from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Recipient or its employees, subcontractors, or agents in connection with or related to the products or the Recipient's performance under this Agreement.

## **21. Reserved**

## **22. General Provisions**

- a. Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.



b. Independent Capacity

In the performance of this Agreement, the Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the State of California.

c. Assignment

This Agreement is not assignable or transferable by the Recipient either in whole or in part without the consent of the Energy Commission in the form of an amendment.

d. Timeliness

Time is of the essence in this Agreement.

e. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

f. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

g. Assurances

The Commission reserves the right to seek further written assurances from the Recipient and its team that the work under this Agreement will be performed in accordance with the terms of the Agreement.

h. Change in Business

- 1) The Recipient will promptly notify the Energy Commission of the occurrence of any of the following:
  - a) A change of address.
  - b) A change in business name or ownership.
  - c) The existence of any litigation or other legal proceeding affecting the project or Agreement.
  - d) The occurrence of any casualty or other loss to project personnel, equipment, or third parties.
  - e) Receipt of notice of any claim or potential claim against the Recipient for patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Energy Commission's rights.
- 2) The Recipient must provide the CalSHAPE Program with written notice of a planned change or reorganization of the type of business entity under which it does business. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. If the Energy Commission does not seek to amend this Agreement or enter into a new agreement with the changed or new entity for any reason (including that the Commission is not satisfied that the new entity can perform in the same manner as the Recipient), it may terminate this Agreement as provided in the "Termination" section.

i. Access to Sites and Records

Energy Commission and California Public Utilities Commission staff and representatives will have reasonable access to all project sites and to all records related to this Agreement.

j. Prior Dealings, Custom, or Trade Usage

These terms and conditions may not be modified or supplemented by prior dealings, custom, or trade usage.

k. Survival of Terms

Certain provisions will survive the completion or termination date of this Agreement for any reason. The provisions include but are not limited to:

- Legal Statements on Products (included in Section 5, "Products")
- Payment of Funds (Section 8)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Termination (Section 16)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Change in Business (see this section)
- Access to Sites and Records (see this section)

**23. *Certifications and Compliance***

a. Federal, State, and Local Laws

The Recipient must obtain all required permits and shall comply with all applicable federal, state and local laws, codes, rules, and regulations for all work performed under the Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient will include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - The dangers of drug abuse in the workplace;
  - The person's or organization's policy of maintaining a drug-free workplace;
  - Any available counseling, rehabilitation, and employee assistance programs; and
  - Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
  - Will receive a copy of the company's drug-free policy statement; and
  - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. National Labor Relations Board Certification (Not applicable to public entities)

The Recipient, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient within the immediately preceding two year period because of the Recipient's failure to comply with an order of a federal court that orders the Recipient to comply with an order of the National Labor Relations Board.

e. Child Support Compliance Act (Applicable to California Employers)

For any agreement in excess of \$100,000, the Recipient acknowledges that:

- 1) It recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- 2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- f. Air or Water Pollution Violation
- Under state laws, the Recipient will not be:
- 1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
  - 2) Subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
  - 3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.
- g. Americans With Disabilities Act
- By signing this Agreement, the Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

**24. Reserved**

**25. Commission Remedies for Recipient's Non-Compliance**

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

**26. Definitions**

- **Agreement Term** means the length of this Agreement, as specified on the Agreement signature page (form CEC-146).
- **Data** means any recorded information that relates to the project funded by the Agreement, whether created or collected before or after the Agreement's effective date.
- **Effective Date** means the date on which this Agreement is signed by the last party required to sign, provided that signature occurs after the Agreement has been approved by the Energy Commission at a business meeting or by the Executive Director or his/her designee.

- **Equipment** means products, objects, machinery, apparatus, implements, or tools that are purchased or constructed with Energy Commission funds for the project, and that have a useful life of at least one year and an acquisition unit cost of at least \$5,000. "Equipment" includes products, objects, machinery, apparatus, implements, or tools that are composed by over thirty percent (30%) of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project will terminate at the end of the normal useful life of the equipment purchased and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of the equipment.
  
- **Intellectual Property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.  
  
 "Works of authorship" does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.
  
- **Invention** means intellectual property that is patentable.
  
- **Match Funds** means cash or in-kind (i.e., non-cash) contributions provided by the Recipient or a third party for a project funded by the Energy Commission. If this Agreement resulted from a solicitation, refer to the solicitation's discussion of match funding for guidelines specific to the project.
  
- **Materials** means the substances used to construct, or as part of, a finished object, commodity, device, article, or product and that does not meet the definition of Equipment.
  
- **Ownership** means exclusive possession of all rights to property, including the right to use and transfer property.
  
- **Product** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.
  
- **Project** means the entire effort undertaken and planned by the Recipient and consisting of the work funded by the Energy Commission. The project may coincide with or extend beyond the Agreement term.
  
- **State** means the state of California and all California state agencies within it, including but not limited to commissions, boards, offices, and departments.

# Guajome Park Academy

2000 North Santa Fe. Avenue, Vista, CA 92083  
Phone: 760-631-8500 Website: [www.guajome.net](http://www.guajome.net)

## Board of Directors REGULAR MEETING UNADOPTED MINUTES December 7, 2023

- 
1. **Public Session - Call to Order**

Anna McAfee called the meeting to order in public session at 3:00 p.m. in Building 1, Student Services Building, Administrative Training Center.

Roll Call and Establishment of Quorum:

Members Present: Anna McAfee, Sylvia Harper, Debbie Duffy, Steve Kildoo

Absent: Casey Semrow
  2. **Public Comments on Closed Session Agenda Items**

None
  3. **Closed Session Announcement**

Public Employee Performance Evaluation

    - Superintendent's Evaluation
  4. **Public Session - Call to Order**

Anna McAfee called the meeting to order in public session at 4:02 p.m. in Building 1, Student Services Building, Administrative Training Center.

Roll Call and Establishment of Quorum:

Members Present: Anna McAfee, Sylvia Harper, Debbie Duffy, Steve Kildoo

Absent: Casey Semrow
  5. **Reporting of Action Taken in Closed Session**

The board held an annual evaluation meeting for Superintendent, Kevin Humphrey. No action was taken.
  6. **Approval of Agenda**

Moved by Sylvia Harper; second by Steve Kildoo; Board unanimously approved the agenda with the following vote:

Yes: Anna McAfee, Sylvia Harper, Debbie Duffy, Steve Kildoo  
No: 0  
Absent: Casey Semrow
  7. **Public Comments on Agenda Items**

None
  8. **Public Comments on Non-Agenda Items**

None
  9. **Charter School Superintendent Report**
    - A. **General Update**

Judd Thompson reported on the past and upcoming events on campus. Kevin Humphrey reported on general updates at Guajome Park Academy.
    - B. **Student Recognition**

Kevin Humphrey recognized two Guajome high school students, Stephanie and Samantha Morden, awarded by the San Diego Public Defender's Office in the top 25 Most Remarkable Teens in San Diego. Mr. Humphrey also recognized GPA senior Sam Gomez, recipient of the Vista Chamber of Commerce Rising Star Award in December.



1. Fieldtrip-Orchestra Music in the Parks

- |     |                                                  |                                                                                                                                                                                             |
|-----|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 14. | <b>Communication from the Board</b>              | None                                                                                                                                                                                        |
| 15. | <b>Proposed Agenda Items for Future Meetings</b> | None                                                                                                                                                                                        |
| 16. | <b>Future Board Meeting Dates</b>                | No regular meeting in January 2024. The next scheduled meeting is February 1, 2024.                                                                                                         |
| 17. | <b>Adjournment of Public Session</b>             | Anna McAfee adjourned the Public Session meeting at 4:47 p.m.                                                                                                                               |
| 18. | <b>Re-opening of Closed Session</b>              | Anna McAfee re-opened the executive closed session at 4:50 p.m.<br><br>Public Employee Performance Evaluation <ul style="list-style-type: none"><li>• Superintendent's Evaluation</li></ul> |
| 20. | <b>Reconvene to Public Session</b>               | Anna McAfee reported out from closed session that no action taken on Superintendent's evaluation and contract.                                                                              |

Anna McAfee Adjourned the meeting at 5:25 p.m.

**GUAJOME PARK ACADEMY**  
**2000 North Santa Fe Avenue, Vista, California 92083**  
**Phone (760) 631-8500      Website [www.guajome.net](http://www.guajome.net)**

**BOARD OF DIRECTORS**  
**EXECUTIVE COMMITTEE MEETING**

**January 16, 2024**  
**4:00 p.m.**  
**UNADOPTED MINUTES**

1.     **Public Session-  
Call to Order**

Anna McAfee called the meeting to order in public session at 4:00 p.m. in Building 1, Student Services Building, Administration Training Center.

Members Present: Anna McAfee, Debbie Duffy, Sylvia Harper, Casey Semrow  
Absent: Steve Kildoo
2.     **Public Comments  
on Closed  
Session Agenda  
Items**

None
3.     **Closed Session  
Announcement-  
Executive Board**

Public Employee Performance Evaluation

  - Superintendent Evaluation
4.     **Adjourn to Closed  
Session**

Roll call and establish quorum:  
Members Present: Anna McAfee, Debbie Duffy, Sylvia Harper, Casey Semrow  
Absent: Steve Kildoo
5.     **Reconvene to  
Public Session  
and Reporting of  
Action Taken in  
Closed Session**

No action taken. Reviewed Superintendent goals and contract. The Superintendent contract recommendation will be discussed and voted on during the Regular Board meeting on February 1, 2024.
6.     **Adjournment of  
Public Session**

Anna McAfee adjourned the Public Session meeting at 4:42 p.m.