

CARDIFF SCHOOL DISTRICT
1888 Montgomery Avenue, Cardiff-by-the-Sea, California

REGULAR MEETING OF THE GOVERNING BOARD
AGENDA

THURSDAY, OCTOBER 13, 2022

5:00 PM BOARD MEETING

ADA HARRIS SCHOOL AUDITORIUM • 1508 WINDSOR ROAD • CARDIFF-BY-THE-SEA, CA 92007

In compliance with Government Code 54957.5, agenda-related documents that have been distributed to the Board less than 72 hours prior to the Board meeting are available for inspection upon request at the Cardiff School District, 1888 Montgomery Avenue, Cardiff or on our [website](#).

The public's health and well-being are a top priority for the Board of Trustees of the Cardiff School District and you are urged to take all appropriate health and safety precautions.

In compliance with the Americans with Disabilities Act, if you need special assistance, disability-related modifications, or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the District's Board of Trustees, please contact the Office of the Superintendent at (760) 632-5890, Extension 101. Notification 24 hours prior to the meeting will enable the District to make the necessary arrangements to ensure accommodation and accessibility to this meeting.

TO ADDRESS THE GOVERNING BOARD REGARDING AN ITEM ON THE AGENDA:

Members of the audience may address the Board of Trustees on items that are within the Board's subject matter jurisdiction. Persons wishing to address the Board concerning items on the agenda are invited to do so when the item is addressed at the meeting. Please complete and submit a written request to the secretary before the meeting. When the Board President invites you to speak, please state your name for the record. In the interest of time and order, each speaker is allotted a maximum of three (3) minutes. When your speaking time expires you will be prompted with a 15-second warning.

I. ORGANIZATIONAL ITEMS

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

Ms. Rhea Stewart, President

Ms. Nancy Orr, Clerk

Mr. Dave Clark, Member

Ms. Siena Randall, Member

Mr. Shad Thielman, Member

Ms. Jill Vinson, Superintendent

D. Approve Agenda for October 13, 2022

(All items are action unless labeled information.)

E. Approve Minutes from the Regular Meeting of September 8, 2022

II. HEARING SESSION

- A. **Public Comments** *(The purpose of the Board meeting is to conduct the School Board's business in public. The Board welcomes and encourages public comments, however, in accordance with the Brown Act, Board members may not respond to comments during the public comment portion of the agenda. Any member of the public who wishes to address the Board on an item on the agenda or on another topic which lies within the Governing Board's jurisdiction may do so, but must submit a written request. Please hand your form to the secretary before the meeting. Presentations are limited to 3 minutes per person per topic. The total amount of time to be allowed on any item is fifteen minutes, unless the time limit is waived by a majority vote of the Board. The Board may 1) acknowledge receipt of the information; 2) refer to staff for further study; or 3) refer the matter to a future agenda.)*
- B. **Cardiff Elementary Teachers Association**
- C. **ELAC/DELAC**
- D. **School Site Council**
- E. **Cardiff SEA**
- F. **School Reports**
- G. **Reports on Workshops/Conferences**
- H. **Superintendent's Report**

III. **CONSENT CALENDAR**

Items listed in the Consent Calendar are considered to be routine and are acted on by the Board in one motion unless members of the Board request specific items to be discussed or pulled. It is understood that the Superintendent recommends approval on all Consent Items. Each item of the Consent agenda approved by the Board shall be deemed to have been considered in full and adopted as recommended.

- A. **Approve Current Business Items:**
 - 1. **Purchase Orders; August 2022 & September 2022**
 - 2. **Commercial Warrants August #14-920808 to #14-929573, \$173,391.10**
 - 3. **Commercial Warrants September #14-930341 to #14-939409, \$1,350,324.28**
 - 4. **Payroll Warrants August 2022; \$588,592.40**
 - 5. **Payroll Warrants September 2022; \$900,282.05**
- B. **Approve Personnel Report for October 13, 2022**
- C. **Approve Enrollment Report as of October 13, 2022**
- D. **Approval of Cardiff School District's Uniform Complaint Quarterly Report for July 1, 2022 - September 30, 2022**
- E. **Approval of Consent Calendar**
- F. **Removal of Items from Consent Calendar**

IV. **GENERAL FUNCTIONS**

- A. Public Notice of Contract Articles to be Included in Negotiations Between Cardiff School District and the Cardiff Elementary Teachers Association (CETA)
- B. Approve Health & Welfare Increase for All Current Eligible District Employees

V. BUSINESS & FINANCE

- A. Adopt Resolution 22-23-04 regarding State Education Protection Account (EPA) Funds for 2021-22

VI. FACILITIES

- A. Facilities Update (**Information**)
- B. Approve Agreement for Architectural Services with Studio E Architects Contract

VII. PERSONNEL

- A. Approve Request from Employee #208128 for a 20% Leave of Absence for the 2022-23 School Year

VIII. FUTURE AGENDA ITEMS

IX. ANNOUNCEMENT: ADJOURNING TO CLOSED SESSION

- A. Conference with Legal Counsel- Anticipated Litigation- Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2): (One potential case)
- B. Conference with the District's Labor Negotiator, Jill Vinson, Regarding Negotiations with the Cardiff Elementary Teachers Association– Pursuant to Government Code Section 54957.6
- C. Public Employment Evaluation
Position: Superintendent

X. RECONVENE TO OPEN SESSION

XI. REPORT FROM CLOSED SESSION

XII. ADJOURNMENT OF MEETING

CARDIFF SCHOOL DISTRICT
1888 Montgomery Avenue
Cardiff-by-the-Sea, California 92007

MINUTES
REGULAR BOARD MEETING, September 8, 2022

The Regular Board Meeting of the Governing Board of the Cardiff School District was held on Thursday, September 8, 2022, at Ada Harris Elementary School, located at 1508 Windsor Road, Cardiff-by-the-Sea, California. Trustee Stewart called the meeting to order at 5:02 p.m. and led the trustees and visitors in the Pledge of Allegiance.

Members Present: Thielman, Clark, Randall, Stewart, Orr

Members Absent: 0

Administrators

Present: Vinson, Scheftner, Giroux

The agenda for the September 8, 2022, Regular Board meeting was approved as presented.

MOTION: Clark

SECOND: Randall

AYES: Thielman, Clark, Randall, Stewart, Orr

NOES: 0

ABSENT: 0

The minutes from the Regular Board Meeting of August 4, 2022 were approved as presented.

MOTION: Randall

SECOND: Clark

AYES: Thielman, Clark, Randall, Stewart, Orr

NOES: 0

ABSENT: 0

HEARING SESSION

- ELAC/DELAC will have their first meeting on September 16th.
- The School Site Council will have their first meeting in early October.
- SEA Co-President Michelle Ducker announced their first meeting would be in the Ada Harris Library on September 14th at 6:00 p.m. They are preparing for Kinder Night on September 22nd at 6:30 p.m. They are in the planning stages of the Monster Dash Fun Run and After Party, scheduled for October 23rd at Ada Harris.
- Cardiff School Principal Michelle Giroux stated they have had a great start to the school year. A whole-school recess, which includes a 5-minute all grade overlap, is being implemented this year. The new Kindergarten equipment is being enjoyed. The newly implemented breakfast service is going well. Positive feedback was received from Back to School Night. After-school enrichments are quite busy with many students enrolled in the fall programs.

- Ada Harris Principal Janelle Scheftner stated that the new gaga court had been delivered and assembled. The data from the CAASPP scores will be shared at an upcoming board meeting. Ada Harris will be celebrating its 20 year anniversary this year. The Strike Up the Band event, where students get to try out instruments and meet the Band Director, is upcoming. September 30th will be the first assembly of the year and it will be pirate themed.
- Board members attended both Back to School Nights. Board Clerk Nancy Orr attended the School District Liaison Meeting at City Hall, which continues to focus on safe pedestrian and cycling routes to school.
- Superintendent Vinson reported that Schools For Sound Finance is continuing to advocate with the state for UTK funding. The Board and administrative team will emcee the Donut Walk at the upcoming Monster Dash Fun Run and After Party. She thanked the SEL team for their work in highlighting The Cardiff Way and character traits into monthly themes. Superintendent Vinson welcomed and introduced the new District Technology Coordinator, Jerry De La Cruz. Jerry stated he was happy to be part of the team and thanked the Board for the opportunity.

The Consent Calendar was approved as presented.

MOTION: Orr

SECOND: Randall

AYES: Thielman, Clark, Randall, Stewart, Orr

NOES: 0

ABSENT: 0

Bond Program Manager Randy Peterson provided a facilities update on the construction progress of the Cardiff School multipurpose room.

The 2021-22 Unaudited Financial Report was adopted.

MOTION: Randall

SECOND: Orr

AYES: Thielman, Clark, Randall, Stewart, Orr

NOES: 0

ABSENT: 0

The Gann Limit, Resolution No. 22-23-03, was adopted.

MOTION: Randall

SECOND: Orr

AYES: Thielman, Clark, Randall, Stewart, Orr

NOES: 0

ABSENT: 0

The public hearing to determine sufficiency of instructional materials was opened at 5:22 p.m by President Stewart. There being no public comment, the public hearing was closed at 5:22 p.m.

Resolution 22-23-02 Declaring Sufficiency of Instructional Materials was adopted.

MOTION: Orr

SECOND: Randall

AYES: Thielman, Clark, Randall, Stewart, Orr

NOES: 0
ABSENT: 0

Future agenda items will include a CAASPP report, the sunshined items for negotiations with CETA, and a facilities update.

There being no other regular business to come before the Board, the meeting was adjourned to closed session at 5:30 p.m. The meeting reconvened to open the session at 7:13 p.m. President Stewart reported that no action was taken during the closed session.

There being no other business to come before the Board, the meeting was adjourned at 7:14 p.m.

Respectfully submitted,

Nancy Orr, Clerk

Jill Vinson, Superintendent

AUGUST 2022 PO LISTING

PO	Date	Supplier	Fund	Resource	Goal	Function	Object	Site	Description	Amount
INSTRUCTIONAL SUPPLIES										
4266	8/1/22	MHS INC.	0100	6500000	5760	3120	4300000	000	Testing Materials	\$ 372.75
4294	8/1/22	APPLE INC.	0100	0000000	0000	2420	4300005	111	Technology Supplies	\$ 299.54
4306	8/1/22	HOUGHTON MIFFLIN HARCOURT	0100	0000000	0000	2420	4300005	222	Annual Subscription	\$ 295.00
4323	8/1/22	LAZEL	0100	0000000	0000	2420	4300005	222	Software Subscription	\$ 2,585.00
4236	8/4/22	MCGRAW-HILL SCHOOL ED HOLDINGS, LLC	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 275.66
4224	8/4/22	PEARSON ASSESSMENT	0100	6500000	5760	3120	4300000	000	Testing Materials	\$ 1,181.31
4325	8/4/22	SOUTHWEST SCHOOL &	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 87.47
4202	8/4/22	SOUTHWEST SCHOOL &	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 69.22
4220	8/4/22	SOUTHWEST SCHOOL &	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 24.51
4336	8/4/22	SOUTHWEST SCHOOL &	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 8.06
	8/4/22	SOUTHWEST SCHOOL &	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 87.47
4220	8/4/22	SOUTHWEST SCHOOL &	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 25.21
4306	8/4/22	HOUGHTON MIFFLIN HARCOURT	0100	0000000	0000	2420	4300005	222	Annual Subscription	\$ 147.11
4231	8/4/22	HOUGHTON MIFFLIN HARCOURT	0100	0000000	0000	2420	4300005	111	Instructional Supplies	\$ 534.26
4305	8/4/22	HOUGHTON MIFFLIN HARCOURT	0100	0000000	0000	2420	4300005	111	Instructional Supplies	\$ 713.20
4305	8/4/22	HOUGHTON MIFFLIN HARCOURT	0100	0000000	0000	2420	4300005	111	Instructional Supplies	\$ 2,184.00
4317	8/4/22	IXL LEARNING	0100	0000000	0000	2420	4300005	111	Software Subscription	\$ 249.00
4300	8/8/22	BLUUM USA	0100	0000000	0000	2420	4300005	111	Technology Supplies	\$ 535.63
4328	8/8/22	EXPLORE LEARNING	0100	0000000	0000	2420	4300005	111	Software Subscription	\$ 2,800.00
4236	8/11/22	MCGRAW-HILL SCHOOL ED HOLDINGS, LLC	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 273.08
4196	8/11/22	SHI INTERNATIONAL CORP	0100	7425000	1110	1000	4300000	000	Instructional Supplies	\$ 23,513.40
4348	8/11/22	SPEECH CORNER	0100	6500000	5760	3120	4300000	000	SPED Instructional Supplies	\$ 84.96
4239	8/11/22	TIME USA LLC	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 412.50
4264	8/15/22	HOUGHTON MIFFLIN HARCOURT	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 4,142.78
4357	8/15/22	SOUTHWEST SCHOOL &	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 1,324.61
4233	8/18/22	CARSON-DELLOSA PUBLISHING CO.	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 258.34
	8/18/22	SARAH PACETTI	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 164.00
	8/18/22	SASHA PAZANOWSKI	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 277.93
4213	8/18/22	SCHOLASTIC INC.	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 658.90
4339	8/18/22	SCHOOL SPECIALTY	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 87.28
4215	8/18/22	SCHOOL SPECIALTY	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 173.48
4338	8/18/22	SCHOOL SPECIALTY	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 32.33
4248	8/18/22	SOUTHWEST SCHOOL &	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 6.68
4218	8/18/22	SOUTHWEST SCHOOL &	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 67.90
4357	8/18/22	SOUTHWEST SCHOOL &	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 737.01
4220	8/18/22	SOUTHWEST SCHOOL &	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 24.51
4368	8/18/22	USI INC.	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 271.73
4282	8/18/22	BLUUM USA	0100	0000000	0000	2420	4300005	222	Technology Supplies	\$ 5,338.40
4251	8/22/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 1,614.50
4250	8/22/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 1,505.92
4277	8/22/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 249.21
4278	8/22/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 561.94
4252	8/22/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 300.56
4361	8/22/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 56.02
4256	8/22/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 2,477.97
4276	8/22/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 975.97
4342	8/22/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 183.16
4255	8/22/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 371.48
4257	8/22/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 3,235.48
4254	8/22/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 1,336.75
4356	8/22/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 298.05
4253	8/22/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 971.09
4358	8/22/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 595.27
4350	8/22/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 301.84
4371	8/22/22	WESTERN PSYCHOLOGICAL SERVICES	0100	6500000	5760	3120	4300000	000	Testing Materials	\$ 62.82
4296	8/22/22	SYNCB/AMAZON	0100	0000000	0000	2420	4300005	111	Technology Supplies	\$ 455.30
4303	8/22/22	SYNCB/AMAZON	0100	0000000	0000	2420	4300005	111	Technology Supplies	\$ 17.23
4349	8/22/22	SYNCB/AMAZON	0100	0000000	0000	2420	4300005	111	Technology Supplies	\$ 458.22
4359	8/22/22	SYNCB/AMAZON	0100	0000000	0000	2420	4300005	222	Technology Supplies	\$ 28.61
4243	8/25/22	GOPHER SPORT	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 217.09
	8/25/22	MISSION FEDERAL CREDIT UNION	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 242.93
	8/25/22	MISSION FEDERAL CREDIT UNION	0100	6500000	5760	3120	4300000	000	SPED Instructional Supplies	\$ 983.66
4240	8/25/22	NATIONAL ART & SCHOOL SUPPLIES	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 248.30
4211	8/25/22	NATIONAL ART & SCHOOL SUPPLIES	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 136.80
4204	8/25/22	NATIONAL ART & SCHOOL SUPPLIES	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 403.24
4237	8/25/22	SCHOLASTIC INC.	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 1,482.80
4216	8/25/22	SOUTHWEST SCHOOL &	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 52.24
4205	8/25/22	STAPLES ADVANTAGE	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 113.48

4205	8/25/22	STAPLES ADVANTAGE	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$	2.91
4242	8/25/22	STAPLES ADVANTAGE	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$	221.86
4226	8/25/22	STAPLES ADVANTAGE	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$	232.27
4226	8/25/22	STAPLES ADVANTAGE	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$	263.38
4242	8/25/22	STAPLES ADVANTAGE	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$	27.15
4205	8/25/22	STAPLES ADVANTAGE	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$	35.04
4242	8/25/22	STAPLES ADVANTAGE	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$	46.22
	8/25/22	MISSION FEDERAL CREDIT UNION	0100	0000000	0000	2420	4300005	111	Technology Supplies	\$	172.38
4288	8/25/22	RENAISSANCE LEARNING, INC.	0100	0000000	0000	2420	4300005	222	Annual Subscription	\$	1,785.00
4207	8/29/22	CANNON SPORTS, INC.	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$	56.89
	8/29/22	DEBORAH HEYER	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$	219.97
4387	8/29/22	FREE FORM CLAY & SUPPLY	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$	364.72
	8/29/22	LEAH DEZA	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$	86.36
	8/29/22	MARISSA HERRMAN	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$	83.90
4209	8/29/22	SCHOOL SPECIALTY	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$	598.69
4226	8/29/22	STAPLES ADVANTAGE	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$	20.46

\$ 74,479.35

NON-INSTRUCTIONAL SUPPLIES

4335	8/4/22	SOUTHWEST SCHOOL &	0100	0000000	0000	7200	4300000	000	Office Supplies	\$	28.86
	8/8/22	BLUUM USA	0100	0000000	0000	7200	4300000	000	Office Supplies	\$	17.85
4354	8/8/22	HOME DEPOT CREDIT SERVICES	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$	776.33
4353	8/8/22	SHERWIN WILLIAMS	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$	733.43
4366	8/11/22	READY REFRESH BY NESTLE	0100	0000000	0000	2700	4300000	111	Services for July	\$	40.93
4366	8/11/22	READY REFRESH BY NESTLE	0100	0000000	0000	7200	4300000	000	Services for July	\$	40.93
4366	8/11/22	READY REFRESH BY NESTLE	0100	0000000	0000	2700	4300000	222	Services for July	\$	101.28
4353	8/11/22	SHERWIN WILLIAMS	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$	595.51
4376	8/15/22	PACIFIC PLUMBING SPECIALTIES	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$	291.36
4369	8/15/22	SITEONE LANDSCAPE SUPPLY LLC	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$	4.25
4376	8/18/22	PACIFIC PLUMBING SPECIALTIES	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$	398.57
4376	8/22/22	PACIFIC PLUMBING SPECIALTIES	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$	955.33
4324	8/22/22	SYNCB/AMAZON	0100	0000000	0000	7200	4300000	000	Office Supplies	\$	29.16
4341	8/22/22	SYNCB/AMAZON	0100	0000000	0000	7200	4300000	000	Office Supplies	\$	128.80
4352	8/22/22	SYNCB/AMAZON	0100	0000000	0000	7100	4300000	000	Office Supplies	\$	43.02
4393	8/25/22	AIR FILTER SUPPLY INC	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$	922.85
4391	8/25/22	LEE'S LOCK & SAFE	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$	31.01
	8/25/22	MISSION FEDERAL CREDIT UNION	0100	0000000	0000	7200	4300000	000	Office Supplies	\$	494.49
	8/25/22	MISSION FEDERAL CREDIT UNION	0100	0000000	0000	7100	4300000	000	Office Supplies	\$	2,272.84
4380	8/29/22	DECKER, INC.	0100	1100000	1110	1000	4300000	222	Operations Supplies	\$	628.84
4391	8/29/22	LEE'S LOCK & SAFE	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$	167.87
4369	8/29/22	SITEONE LANDSCAPE SUPPLY LLC	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$	431.53
4369	8/29/22	SITEONE LANDSCAPE SUPPLY LLC	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$	2,029.42
4331	8/29/22	WEX BANK	0100	0000000	0000	8110	4300000	000	Automotive Supplies	\$	487.62

\$ 11,652.08

4000 (SUPPLIES) TOTALS: BALANCE: 418,465 ACCUMULATED BALANCE: 168,930 REMAINING BALANCE: 249,535

UTILITIES

4344	8/4/22	EDCO WASTE & RECYCLING SERVICE	0100	0000000	0000	8200	5500002	111	Services for July	\$	682.61
4344	8/4/22	EDCO WASTE & RECYCLING SERVICE	0100	0000000	0000	8200	5500002	222	Services for July	\$	682.61
4355	8/4/22	SAN DIEGUITO WATER DISTRICT	0100	0000000			9510000		Services for June	\$	55.23
4355	8/4/22	SAN DIEGUITO WATER DISTRICT	0100	0000000			9510000		Services for June	\$	511.50
4355	8/4/22	SAN DIEGUITO WATER DISTRICT	0100	0000000			9510000		Services for June	\$	6,151.73
4355	8/4/22	SAN DIEGUITO WATER DISTRICT	0100	0000000			9510000		Services for June	\$	731.67
4355	8/8/22	SAN DIEGUITO WATER DISTRICT	0100	0000000	0000	8200	5500003	111	Services for July	\$	2,650.62
4355	8/11/22	SAN DIEGUITO WATER DISTRICT	0100	0000000	0000	8200	5500003	111	Services for July	\$	862.28
4355	8/11/22	SAN DIEGUITO WATER DISTRICT	0100	0000000	0000	8200	5500003	111	Services for July	\$	707.53
	8/11/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for July	\$	321.08
	8/11/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for July	\$	51.27
	8/11/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for July	\$	766.74
4378	8/18/22	SAN DIEGO GAS & ELECTRIC	0100	0000000	0000	8200	5500001	222	Services for July	\$	40.08
4378	8/25/22	SAN DIEGO GAS & ELECTRIC	0100	0000000	0000	8200	5500001	222	Services for July	\$	5,594.86
4378	8/25/22	SAN DIEGO GAS & ELECTRIC	0100	0000000	0000	8200	5500001	111	Services for July	\$	8,576.71
	8/25/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for July	\$	440.98
	8/25/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for July	\$	440.98
	8/25/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for July	\$	440.98
	8/25/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for July	\$	440.98
	8/25/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for July	\$	440.98
	8/25/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for July	\$	440.98
	8/25/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for July	\$	440.98
	8/25/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for July	\$	440.98
	8/25/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for July	\$	440.98

\$ 31,914.36

5000 (SERVICES)	TOTALS:	BALANCE: 1,168,051	ACCUMULATED BALANCE: 128,843	REMAINING BALANCE: 1,039,208
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SEPTEMBER 2022 PO LISTING

PO	Date	Supplier	Fund	Resource	Goal	Function	Object	Site	Description	Amount
INSTRUCTIONAL SUPPLIES										
4390	9/1/22	FITNESS FINDERS	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 165.90
4220	9/1/22	SOUTHWEST SCHOOL &	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 77.20
4208	9/1/22	SOUTHWEST SCHOOL &	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 1,521.00
4218	9/1/22	SOUTHWEST SCHOOL &	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 14.65
4219	9/1/22	SOUTHWEST SCHOOL &	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 20.52
4388	9/8/22	HEGGERTY PHONEMIC AWARENESS	0100	6500000	5760	3120	4300000	000	SPED Instructional Supplies	\$ 192.24
4383	9/8/22	HOUGHTON MIFFLIN HARCOURT	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 863.08
4401	9/8/22	LAKESHORE	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 203.24
4201	9/8/22	OFFICE DEPOT	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 361.13
4219	9/8/22	SOUTHWEST SCHOOL &	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 20.52
4208	9/8/22	SOUTHWEST SCHOOL &	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 150.12
4386	9/8/22	SOUTHWEST SCHOOL &	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 79.11
4400	9/8/22	SOUTHWEST SCHOOL &	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 87.54
4248	9/8/22	SOUTHWEST SCHOOL &	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 33.19
4357	9/12/22	SOUTHWEST SCHOOL &	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 354.50
	9/15/22	CASEY PAYTE	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 97.17
4231	9/15/22	HOUGHTON MIFFLIN HARCOURT	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 1,820.02
	9/15/22	ISABELLE ZAPATA	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 72.00
4360	9/19/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 716.98
4361	9/19/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 99.10
4367	9/19/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 895.42
4374	9/19/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 173.44
4385	9/19/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 9.26
4385	9/19/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 121.70
4399	9/19/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 573.82
4406	9/19/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 301.68
4409	9/19/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 239.95
4410	9/19/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 189.00
4402	9/19/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 405.11
4398	9/19/22	SYNCB/AMAZON	0100	6500000	5760	3120	4300000	000	SPED Instructional Supplies	\$ 63.03
4407	9/19/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 553.81
4397	9/19/22	SYNCB/AMAZON	0100	6500000	5760	3120	4300000	000	SPED Instructional Supplies	\$ 66.90
4415	9/19/22	SYNCB/AMAZON	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 410.44
4420	9/22/22	SOUTHWEST SCHOOL &	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 20.85
4421	9/22/22	SOUTHWEST SCHOOL &	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 982.68
4444	9/22/22	THEMES & VARIATIONS INC	0100	0000000	1110	1000	4300000	111	Instructional Supplies	\$ 174.95
4413	9/29/22	BENCHMARK EDUCATION	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 109.91
4347	9/29/22	BULK BOOKS	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 1,104.44
4232	9/29/22	SCHOLASTIC INC.	0100	1100000	1110	1000	4300000	222	Instructional Supplies	\$ 2,167.37
4381	9/29/22	SCHOOL OUTFITTERS	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 1,008.20
4432	9/29/22	TIME USA LLC	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 66.00
4405	9/8/22	APPLE INC.	0100	0000000	0000	2420	4300005	111	Technology Supplies	\$ 160.55
4396	9/8/22	LEXIA LEARNING SYSTEMS	0100	0000000	0000	2420	4300005	111	Annual Subscription	\$ 1,250.00
4410	9/19/22	SYNCB/AMAZON	0100	0000000	0000	2420	4300005	111	Instructional Supplies	\$ 189.00
4256	9/19/22	SYNCB/AMAZON	0100	0000000	0000	2420	4300005	111	Instructional Supplies	\$ 370.50
4437	9/29/22	EXPLORE LEARNING	0100	0000000	0000	2420	4300005	111	Annual Subscription	\$ 412.50
										\$ 18,969.72
NON-INSTRUCTIONAL SUPPLIES										
4403	9/1/22	FAGEN FRIEDMAN & FULFROST, LLP	0100	6500000	5760	3120	4300000	000	Conference - F3 Symposium	\$ 470.00
4408	9/1/22	GRAINGER	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$ 43.06
4408	9/1/22	GRAINGER	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$ 372.23
	9/1/22	SAN DIEGO COUNTY OFFICE OF ED	0100	0000000	0000	2420	4300005	222	Office Supplies	\$ 43.10
4408	9/8/22	GRAINGER	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$ 235.76
4354	9/8/22	HOME DEPOT CREDIT SERVICES	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$ 1,649.10
4391	9/12/22	LEE'S LOCK & SAFE	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$ 12.61
4366	9/12/22	READY REFRESH BY NESTLE	0100	0000000	0000	2700	4300000	111	Services for August	\$ 40.93
4366	9/12/22	READY REFRESH BY NESTLE	0100	0000000	0000	7200	4300000	000	Services for August	\$ 40.93
4366	9/12/22	READY REFRESH BY NESTLE	0100	0000000	0000	2700	4300000	222	Services for August	\$ 101.28
4391	9/15/22	LEE'S LOCK & SAFE	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$ 32.33
4416	9/19/22	SOUTHWEST SCHOOL &	0100	0000000	0000	7200	4300000	000	Office Supplies	\$ 78.16
4373	9/19/22	SYNCB/AMAZON	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$ 114.18
4377	9/19/22	SYNCB/AMAZON	0100	0000000	0000	7100	4300000	000	Office Supplies	\$ 29.59
4382	9/19/22	SYNCB/AMAZON	0100	0000000	0000	7100	4300000	000	Office Supplies	\$ 150.60
	9/22/22	MISSION FEDERAL CREDIT UNION	0100	1100000	1110	1000	4300000	111	Instructional Supplies	\$ 175.00
	9/22/22	MISSION FEDERAL CREDIT UNION	0100	0000000	0000	7100	4300000	000	Office Supplies	\$ 136.94
	9/22/22	MISSION FEDERAL CREDIT UNION	0100	0000000	0000	7200	4300000	000	Office Supplies	\$ 140.00
	9/22/22	SAN DIEGO COUNTY OFFICE OF ED	0100	0000000	0000	7100	4300000	000	Office Supplies	\$ 43.10
4369	9/22/22	SITEONE LANDSCAPE SUPPLY LLC	0100	0000000	0000	8200	4300000	000	Landscape Supplies	\$ 175.91
4369	9/22/22	SITEONE LANDSCAPE SUPPLY LLC	0100	0000000	0000	8200	4300000	000	Landscape Supplies	\$ 1,056.38

4420	9/22/22	SOUTHWEST SCHOOL &	0100	1100000	1110	1000	4300000	222	Office Supplies	\$	107.19
	9/26/22	AED BRANDS	0100	0000000	0000	3140	4300000	000	Health Supplies	\$	102.36
	9/26/22	SAN DIEGO COUNTY OFFICE OF ED	0100	0000000	0000	7100	4300000	000	Office Supplies	\$	140.08
4376	9/29/22	PACIFIC PLUMBING SPECIALTIES	0100	0000000	0000	8200	4300000	000	Maintenance Supplies	\$	351.32
4448	9/29/22	PITNEY BOWES, INC	0100	0000000	0000	7200	4300000	000	Office Supplies	\$	183.15
4331	9/29/22	WEX BANK	0100	0000000	0000	8110	4300000	000	Automotive Supplies	\$	346.00
										\$	6,371.29
4000 (SUPPLIES) TOTALS: BALANCE: 418,465 ACCUMULATED BALANCE: 194,271 REMAINING BALANCE: 224,194											
UTILITIES											
4344	9/1/22	EDCO WASTE & RECYCLING SERVICE	0100	0000000	0000	8200	5500002	111	Services for August	\$	682.61
4344	9/1/22	EDCO WASTE & RECYCLING SERVICE	0100	0000000	0000	8200	5500002	222	Services for August	\$	682.61
4355	9/8/22	SAN DIEGUITO WATER DISTRICT	0100	0000000	0000	8200	5500003	111	Services for August	\$	3,787.91
	9/8/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for August	\$	440.98
	9/8/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for August	\$	440.98
	9/8/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for August	\$	440.98
	9/8/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for August	\$	440.98
	9/8/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for August	\$	766.74
	9/15/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for August	\$	55.05
	9/15/22	AT&T	0100	0000000	0000	7200	5900001	000	Services for August	\$	343.88
4378	9/19/22	SAN DIEGO GAS & ELECTRIC	0100	0000000	0000	8200	5500001	222	Services for August	\$	44.46
4378	9/22/22	SAN DIEGO GAS & ELECTRIC	0100	0000000	0000	8200	5500001	111	Services for August	\$	16,025.61
4378	9/22/22	SAN DIEGO GAS & ELECTRIC	0100	0000000	0000	8200	5500001	222	Services for August	\$	9,308.05
										\$	33,460.84
SERVICES											
	9/8/22	MISSION LINEN & UNIFORM	0100	0000000	0000	8110	5600000	000	Services for August	\$	346.90
	9/8/22	BRADY RICE	0100	0000000	0000	2700	5800000	222	Professional Services	\$	120.00
	9/8/22	BRADY RICE	0100	0000000	0000	2700	5800000	111	Professional Services	\$	120.00
	9/8/22	JAN-PRO	0100	0000000	0000	8200	5800000	000	Professional Services	\$	3,360.00
	9/8/22	SHAUNA GILBERT, M.ED., ED.S., NCSP	0100	6536000	5760	2120	5800000	000	Conference - SPED Law & Pract	\$	500.00
4395	9/8/22	SOUTHCOAST HEATING & A/C	0100	0000000	0000	8200	5800000	000	Maintenance Repairs	\$	250.00
4395	9/8/22	SOUTHCOAST HEATING & A/C	0100	0000000	0000	8200	5800000	000	Maintenance Repairs	\$	270.51
	9/8/22	STATE OF CALIFORNIA	0100	0000000	0000	7200	5800000	000	Fingerprinting	\$	177.00
4394	9/8/22	STERICYCLE	0100	0000000	0000	7200	5800000	000	Services for August	\$	124.26
	9/8/22	VILLANI EDUCATIONAL SUPPORT SERVICES	0100	6500000	5760	3120	5800000	000	Services for August	\$	2,251.50
	9/8/22	VIRGINIA LENAC	0100	7425000	1110	1000	5800000	000	Services for August	\$	1,875.00
	9/12/22	COORDT EDUCATIONAL SERVICES	0100	6500000	5760	3120	5800000	000	Services for August	\$	3,450.00
4426	9/12/22	J.M.D.LANDSCAPE INC.	0100	0000000	0000	8110	5800000	000	Maintenance Services	\$	5,544.00
	9/12/22	ARTIANO SHINOFF	0100	0000000	0000	7100	5800005	000	Services for July	\$	2,067.50
4320	9/15/22	AMERICAN PEST CONTROL	0100	0000000	0000	8200	5500004	111	Maintenance Services	\$	60.00
4320	9/15/22	AMERICAN PEST CONTROL	0100	0000000	0000	8200	5500004	222	Maintenance Services	\$	96.00
4423	9/15/22	SOUTHCOAST HEATING & A/C	0100	0000000	0000	8200	5800000	000	Maintenance Repairs	\$	407.09
	9/15/22	STATE OF CALIFORNIA	0100	0000000	0000	7200	5800000	000	Fingerprinting	\$	160.00
	9/15/22	TOSHIBA BUSINESS SOLUTIONS	0100	0000000	0000	7200	5800000	000	Maintenance Services	\$	2,612.86
	9/15/22	KYA SERVICES	0100	0000000			9510000		Carpet Replacement - AH	\$	317,230.57
	9/15/22	KYA SERVICES	0100	0000000			9510000		Carpet Replacement - Cardiff	\$	11,414.57
	9/22/22	MISSION FEDERAL CREDIT UNION	0100	0000000	0000	7100	5200000	000	Annual Subscription	\$	275.00
4442	9/22/22	J.M.D.LANDSCAPE INC.	0100	0000000	0000	8110	5800000	000	Maintenance Services	\$	805.00
4426	9/22/22	J.M.D.LANDSCAPE INC.	0100	0000000	0000	8110	5800000	000	Maintenance Services	\$	5,544.00
4439	9/22/22	J.M.D.LANDSCAPE INC.	0100	0000000	0000	8110	5800000	000	Maintenance Services	\$	3,753.20
4438	9/22/22	J.M.D.LANDSCAPE INC.	0100	0000000	0000	8110	5800000	000	Maintenance Services	\$	79.25
4440	9/22/22	J.M.D.LANDSCAPE INC.	0100	0000000	0000	8110	5800000	000	Maintenance Services	\$	5,862.76
	9/22/22	MISSION FEDERAL CREDIT UNION	0100	0000000	0000	7100	5800000	000	Employee Benefits	\$	706.49
	9/22/22	MISSION FEDERAL CREDIT UNION	0100	6266000	1110	1000	5200000	000	Conference - STEAM	\$	797.53
	9/22/22	NCEPC	0100	0000000	0000	7200	5800000	000	Membership Dues	\$	58.36
4270	9/22/22	RANCHO SANTA FE	0100	0000000	0000	2700	5800000	111	Services for 07/01-09/30	\$	231.00
4270	9/22/22	RANCHO SANTA FE	0100	0000000	0000	2700	5800000	222	Services for 10/01-12-31	\$	231.00
	9/22/22	VAUGHN IRRIGATION SERVICES INC	0100	0000000	0000	8110	5800000	000	Maintenance Services	\$	3,014.49
	9/22/22	WILKINSON HADLEY KING & CO.	0100	0000000	0000	7191	5800000	000	Audit Services	\$	3,150.00
	9/22/22	VERIZON WIRELESS	0100	0000000	0000	7200	5900001	000	Sept Statement	\$	129.98
4307	9/26/22	ECS IMAGING, INC.	0100	0000000	0000	2420	5800000	000	Annual Subscription	\$	2,405.00
4270	9/26/22	RANCHO SANTA FE	0100	0000000	0000	2700	5800000	111	Services for 10/01-12-31	\$	231.00
	9/26/22	STANDARD ELECTRONICS	0100	0000000	0000	8110	5800000	000	Maintenance Services	\$	260.00
	9/26/22	ATKINSON, ANDELSON, LOYA, RUUD, & ROMO	0100	0000000	0000	7100	5800005	000	Services for August	\$	1,904.44
	9/29/22	FREDRICKS ELECTRIC, INC.	0100	0000000	0000	8110	5600000	000	Maintenance Services	\$	422.07
4334	9/29/22	TOSHIBA FINANCIAL SERVICES	0100	0000000	0000	2700	5600000	222	Lease Payment October	\$	294.42
4334	9/29/22	TOSHIBA FINANCIAL SERVICES	0100	0000000	0000	2700	5600000	111	Lease Payment October	\$	294.42
4334	9/29/22	TOSHIBA FINANCIAL SERVICES	0100	0000000	0000	7200	5600000	000	Lease Payment October	\$	294.43
4452	9/29/22	TRANE U.S. INC.	0100	0000000	0000	8110	5600000	000	Maintenance Repairs	\$	4,639.06
										\$	387,820.66

FUND 4000 - CAPITAL FACILITIES										
4343	9/8/22	BLUE COAST CONSULTING	4000	0000000	0000	8500	6200000	000	Professional Services	\$ 11,770.00
	9/12/22	BEST BEST & KRIEGER LLP	4000	0000000	0000	8500	6200000	000	Professional Services	\$ 26,005.80
4268	9/15/22	MOBILE MINI	4000	0000000	0000	8500	6200000	000	Storage	\$ 217.81
4268	9/15/22	MOBILE MINI	4000	0000000	0000	8500	6200000	000	Storage	\$ 217.81
4268	9/15/22	MOBILE MINI	4000	0000000	0000	8500	6200000	000	Storage	\$ 217.81
4268	9/15/22	MOBILE MINI	4000	0000000	0000	8500	6200000	000	Storage	\$ 217.81
4268	9/15/22	MOBILE MINI	4000	0000000	0000	8500	6200000	000	Storage	\$ 217.81
4268	9/15/22	MOBILE MINI	4000	0000000	0000	8500	6200000	000	Storage	\$ 217.81
	9/19/22	BEST BEST & KRIEGER LLP	4000	0000000	0000	8500	6200000	000	Professional Services	\$ 15,966.50
	9/26/22	MOBILE MINI	4000	0000000	0000	8500	6200000	000	Storage	\$ 217.81
4447	9/26/22	TWINING CONSULTING	4000	0000000	0000	8500	6200000	000	Professional Services	\$ 420.00
	9/29/22	MCCARTHY BUILDING COMPANIES	4000	0000000	0000	8500	6200000	000	Professional Services	\$ 786,556.30
	9/29/22	MCCARTHY BUILDING COMPANIES	4000	0000000	0000	8500	6200000	000	Professional Services	\$ 41,397.70
										\$ 883,640.97

Personnel Report - October 13, 2022			
Name	Position	Action	Effective Date
Emily Merrell	Instructional Aide I	New Hire	9/20/2022
William Cowie	Garden Instructor	New Hire	9/30/2022
Corlie Aldrich	Instructional Aide I / Noon Duty Aide	New Hire	10/5/2022
Marci Balderas	Instructional Aide II SPED	New Hire	10/7/2022
Marilyn Galindo	Extended Day Aide	New Hire	10/10/2022
Monika Marquez	RSP Teacher	New Hire	10/12/2022

CARDIFF

K	Glass	<u>21</u>
K	McNamara	<u>22</u>
K	Sallans	<u>21</u>
K	Stone	<u>22</u>

TOT K 86

1	Douil/Dueh	<u>21</u>
1	Easson	<u>21</u>
1	Rector	<u>21</u>
1	Stuart	<u>22</u>

TOT 1 85

2	Boyesen	<u>22</u>
2	Kavan	<u>22</u>
2	Payte	<u>23</u>
2	Redding	<u>23</u>
2	Pacetti/Paz	<u>23</u>

TOT 2 113Wilson 0 **TOT** 0**Subtotal** 284**DISTRICT TOTAL** 642**ADA HARRIS**

3	Herrman	<u>19</u>
3	Milliken	<u>21</u>
3	Murray	<u>21</u>
3	Switzler	<u>21</u>

TOT 3 82

4	Brice	<u>18</u>
4	Green	<u>24</u>
4	Mihaly	<u>23</u>
4	Trees/Cope	<u>20</u>

TOT 4 85

5	d'Entremont	<u>22</u>
5	Ensberg	<u>25</u>
5	Price	<u>25</u>
5	Yant	<u>25</u>

TOT 6 97

6	Jewell	<u>21</u>
6	Nguyen	<u>22</u>
6	Therriault	<u>17</u>
6	Tiersma	<u>20</u>

TOT 6 80Velit 14 **TOT** 14**Subtotal** 358

Cardiff School District
Cardiff by the Sea, California 92007
October 13, 2022

ITEM: APPROVE CARDIFF SCHOOL DISTRICT'S UNIFORM COMPLAINT
 QUARTERLY REPORT FOR JULY 1, 2022 THROUGH SEPT 30, 2022

BACKGROUND:

Governing boards of school districts in California are required to review and approve the District's Quarterly Report of Complaints regarding instructional materials, facilities and teacher staffing. This is the 1st Quarterly Report, prepared for the period of July 1, 2022 to September 30, 2022. No complaints have been received for this period.

CURRENT CONSIDERATIONS:

The San Diego County Office of Education has created a link on their website for school districts to electronically report the required information and the Cardiff School District has completed the reporting process for the quarter specified above.

FINANCIAL IMPLICATIONS:

There are no current financial implications at this time.

RECOMMENDATION:

It is respectfully recommended that the Board approve the Uniform Complaint Quarterly Report for July 1, 2022 through September 30, 2022.

SDCOE Uniform Complaint Quarterly Reports Database

Williams and Valenzuela Settlements

Quarterly Complaint Summary ADD a new summary record

Submitted By: Jennifer Hatter
Title: Support Staff
Report Date: 10/3/2022
Quarter: 7/1/2022 - 9/30/2022

Number of Complaints for Quarter:	Received	Resolved	Unresolved
Instructional Material	0	0	0
Facilities	0	0	0
Misassignment	0	0	0

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San Diego County Office of
Education

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Cardiff School District
Cardiff-By-The-Sea, California 92007
October 13, 2022

ITEM: PUBLIC NOTICE OF CONTRACT ARTICLES TO BE INCLUDED IN
NEGOTIATIONS BETWEEN CARDIFF SCHOOL DISTRICT AND THE
CARDIFF ELEMENTARY TEACHERS ASSOCIATION (CETA)

BACKGROUND

The Cardiff School District and the Cardiff Elementary Teachers Association are in the third year of a three-year contract, which expires June 30, 2023. The District and CETA will be negotiating a new three-year Collective Bargaining Agreement for 2023-2026, with annual reopeners.

CURRENT CONSIDERATIONS

September 28, 2022

To: Members of the Cardiff Elementary School District Board

Re: Sunshine Notification

On behalf of the Cardiff Elementary Teachers Association (CETA) bargaining team, this letter serves as our notice of intent to negotiate the following articles for 2023-2024 Collective Bargaining Agreement. CETA intends to open the following articles of the Master Contract:

Article IV Negotiations Procedures

CETA has an interest in reviewing, clarifying, and potentially enhancing the language regarding negotiations procedures.

Article VI Association Rights

CETA has an interest in reviewing, clarifying, updating, and potentially enhancing the language.

Article IX Professional Dues or Fees and Payroll Deductions

CETA has an interest in reviewing, clarifying, and updating the language regarding organizational security.

Article X Teaching Hours

CETA has an interest in reviewing, clarifying and potentially enhancing the language regarding release time, calendar, and compensation for specific job-related duties.

Article XI Payment for Extra Curricular Duties

CETA has an interest in reviewing, clarifying and potentially enhancing the language regarding committee work and compensation.

Article XII Leaves

CETA has an interest in improving, introducing, and potentially enhancing language to address personal necessity leave and child rearing leave.

Article XIII Transfers

CETA has an interest in improving and enhancing language to add release and planning time for members transferring positions and moving classrooms.

Article XVII Employee Benefits

CETA has an interest in improving health benefits to be competitive with neighboring districts and discussing early retirement incentives.

Article XVIII Salaries

CETA has an interest in improving salaries and stipends. CETA would like to improve and enhance language.

CETA would like to introduce a new article to address Employment Status. CETA has an interest in introducing new language to address temporary employment status.

We look forward to a continued collaboration with the Cardiff Elementary School Board to arrive at a mutually agreeable resolution.

Respectfully,

Veronica Nguyen

CETA President

RECOMMENDATION

It is respectfully recommended that the Board review and accept the Public Notice of Contract Articles to be included in negotiations between the Cardiff School District and the Cardiff Elementary Teachers Association (CETA).

Side Letter
Between

Cardiff School District
And
Cardiff Elementary Teachers' Association (CETA)

Approve Health & Welfare Cap for all Current Eligible District Employees

The Cardiff School District Negotiations Team, including District and CETA representatives, are meeting to discuss the teachers' contract for the 2022-23 school year. At this time both parties and the Cardiff School Board agree to:

An increase to the annual Health & Welfare cap to \$9,111.80 effective January 1, 2023. The total approximate cost of the increase is \$31,200.

It is understood that this increase to the Health & Welfare cap is part of the total 2022-2023 negotiations package between the Cardiff School District and CETA.

Jill Vinson
Superintendent

Date

Veronica Nguyen
CETA President

Date

RESOLUTION

Cardiff School District

Resolution Number 22-23-04

Resolution Regarding the Education Protection Account

On motion of Member _____ Seconded by Member _____ the following resolution is adopted:

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of

Article XIII, Section 36.

THEREFORE BE IT RESOLVED,

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Cardiff School District;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Cardiff School District has determined to spend the monies received from the Education Protection Act as attached.

PASSED AND ADOPTED by the Governing Board on October 13, 2022 by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)

) SS

COUNTY OF SAN DIEGO)

I Jill Vinson, Clerk/**Secretary** of the Governing Board, do hereby certify that the foregoing is a full and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date October 13, 2022.

Clerk/Secretary of the Governing Board

**Cardiff School District
Cardiff by the Sea, California 92007
October 13, 2022**

ITEM: APPROVE AMENDMENT TO THE CONTRACT AGREEMENT
BETWEEN CARDIFF SCHOOL DISTRICT AND STUDIO E
ARCHITECTS

BACKGROUND:

Studio E Architects is providing additional services for the completion of the Cardiff School multipurpose room (Building L).

CURRENT CONSIDERATIONS:

A \$97,380 proposal was approved by the Governing Board on July 2, 2022 for this scope of work. This contract amendment is required in order to pay Studio E for these services, as the previous 5-year contract period was exceeded.

FINANCIAL IMPLICATIONS:

There are no new financial obligations for this item.

RECOMMENDATION:

It is recommended that the Board approve the amendment to the contract agreement between Cardiff School District and Studio E Architects.

CARDIFF SCHOOL DISTRICT

AGREEMENT FOR ARCHITECTURAL SERVICES FOR:

CARDIFF SCHOOLS MEASURE GG IMPLEMENTATION and BUILDING L CONSTRUCTION & PROJECT CLOSEOUT COMPLETION

1. Parties and Date

This Agreement is made and entered into this 13th day of October, 2022, by and between the CARDIFF SCHOOL DISTRICT, a public school district organized under the laws of the State of California with its principal place of business at 1888 Montgomery Ave., Cardiff by the Sea, CA 92007 ("District") and Studio E Architects, 2258 First Avenue, San Diego, CA 92101 ("Architect"). District and Architect are sometimes individually referred to as a "Party" and collectively as "Parties" in this Agreement.

2. Recitals

2.1 The District is a public agency school district organized under the laws of the State of California, with power to contract for the services provided for herein.

2.2 The District intends to construct a school facility in the District to be known as the MEASURE GG IMPLEMENTATION PROJECT AND BUILDING L COMPLETION ("Project"). The Project shall be the construction of selected classroom buildings and other facilities and site development located on the Cardiff School campus.

2.3 District requires the services of a duly qualified and licensed architect to perform the services required by this Agreement. Architect represents that it is aware of the District's plans with respect to the Project.

2.4 Architect represents that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Architect is a corporation or other organization, the Project Architect designated pursuant to Section 3.2 herein, and not the Architect itself, shall be fully licensed to practice as an architect in the State of California.

2.5 The District desires to engage Architect to render the services for the Project as provided hereunder.

3. Terms

3.1 Employment of Architect. Architect promises and agrees to furnish to District all , architectural design services, necessary for the completion of the architectural design of the

Project consistent with the provisions of this Agreement (hereinafter referred to as the "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations in effect at the time Services are rendered, and professional standards for architects.

3.2 Project Architect; Key Personnel. Architect shall name a specific individual to act as Project Architect, subject to the approval of District. Architect hereby designates Eric Naslund, FAIA, (License No. C-17113) to act as the Project Architect for the Project. The Project Architect shall: (1) maintain oversight of the Project at all times; (2) have full authority to represent and act on behalf of the Architect for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with District and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Architect shall be subject to the District's prior written approval, which approval shall not be unreasonably withheld or delayed. The new Project Architect shall be of at least equal competence as the prior Project Architect. In the event that District and Architect cannot agree as to the substitution of a new Project Architect, District shall be entitled to terminate this Agreement without any further liability to the Architect.

In addition to the Project Architect, Architect has represented to the District that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Architect may substitute others of at least equal competence upon written approval of the District. In the event that District and Architect cannot agree as to the substitution of key personnel, engineers or consultants, District shall be entitled to terminate this Agreement. As discussed below, any personnel, engineers or consultants who fail or refuse to perform the Services in a professional manner, or who are reasonably determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Architect at the written request of the District..

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Architect shall have the option, unless District objects in writing after notice, to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Architect may delegate without relieving Architect from administrative or other responsibility under this Agreement. Architect shall be responsible for the coordination and cooperation of Architect's architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by District in its sole and reasonable discretion. Architect shall notify District of the identity of all consultants at least fourteen (14) days prior to their commencement of work in order to allow

District time to review their qualifications and decline consent to their participation on the Project if deemed necessary by District in its sole and reasonable discretion.

3.3.2 Qualification and License. All architects, engineers, experts and other consultants retained by Architect in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All architects, engineers, experts and other consultants hired by Architect shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the District in writing. Unless changes are approved in writing by the District, Architect's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Architect shall promptly obtain written District approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Architect's consultants and key personnel shall be subject to reasonable approval by District.

3.3.5 Draftsman and Clerical Support. Draftsmen and clerical personnel shall be retained by Architect at Architect's sole expense.

3.4 Standard of Care; Performance of Employees.

3.4.1 Standard of Care. Architect shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California. Architect represents and maintains that it is skilled in the professional calling necessary to perform the Services. Architect represents that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Architect represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Architect shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Architect's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is reasonably determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a professional manner acceptable to the District, shall be

promptly removed from the Project by the Architect and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Architect shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in effect at the time Services are rendered, for the Project, and shall give all notices required of the Architect by law. Architect shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in performing its Services. If the Architect performs any Services knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Architect shall be solely responsible for all costs arising therefrom. Architect shall indemnify and hold District, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Architect shall cause all drawings and specifications to conform to applicable requirements of federal, state and local laws, rules and regulations, including, but not limited to, the California Building Code, the California Education Code, Titles 19, 21 and 24 of the California Code of Regulations, and any requirements of the Division of State Architect (including structural safety, fire/life safety and access compliance section), the State Department of Education and the California Department of General Services, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time, which were not known or reasonably should not have been known, by Architect, may be compensated as Additional Services. Architect shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto. For the preparation of all such drawings and specifications, the Architect shall use Computer Aided Design Drafting ("CADD") (e.g., AutoCAD) or other technology acceptable to the Architect and District.

3.5.3 Americans with Disabilities Act. Architect will use its reasonable professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Architect shall inform District of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, and shall provide District with Architect's interpretation of such inconsistencies and conflicting interpretations, and request District's direction on how to proceed. The Architect shall correct all architectural plans, specifications and other documents prepared by Architect for the Project at no additional cost. In the event that the Architect brings such inconsistencies and conflicting interpretations to the attention of the District and request's District's direction regarding how to proceed, with respect to any inconsistent and/or conflicting interpretation, the Architect shall be responsible to the District pursuant to the indemnification provision of this Agreement. District acknowledges

that the requirements of the federal and state accessibility laws are subject to various and possibly contradictory interpretations, and that the Architect cannot warrant or guarantee that its interpretation will be correct. Architect will at all times adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretations.

3.5.4 Permits, Approvals and Authorizations. Architect shall provide District with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Architect shall then assist the District in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the District.

3.6 Independent Contractor. District retains Architect on an independent contractor basis and Architect is not an employee of District. Architect is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to District's employees. Any additional personnel performing the Services under this Agreement on behalf of Architect shall also not be employees of District, and shall at all times be under Architect's exclusive direction and control. Architect shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Architect shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Timely Performance Standard. Architect shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Architect shall perform its Services so as to allow for the completion of the Project within the time required by the District and within any completion

schedules adopted for the Project. Architect agrees to coordinate with District's staff, contractors and consultants in the performance of the Services, and shall be available to District's staff, contractors and consultants at all reasonable times.

3.7.2 Performance Schedule. Architect shall prepare an estimated time schedule for the performance of Architect's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the District's review and approval, which approval shall not be unreasonably withheld or delayed, and shall include allowances for periods of time required for District's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If District and Architect cannot mutually agree on a performance schedule, District shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Architect, without the prior written approval of District. If, due solely to Architect's fault, the Architect's Services are not completed within the time

provided by the agreed upon performance schedule, or any milestones established therein, and if the District suffers damage, the Architect will be responsible pursuant to the indemnification provision of this Agreement.

3.7.3 Excusable Delays. Any delays in Architect's work caused by the following shall be added to the time for completion of any obligations of Architect: (1) the actions of District or its employees; (2) the actions of those in direct contractual relationship with District; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Architect; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Architect. Neither the District nor the Architect shall be liable for damages, liquidated or otherwise, to the other on account of such excusable delays.

3.7.4 Request for Excusable Delay Credit. The Architect shall, within ten (10) calendar days of the beginning of any excusable delay, notify the District in writing of the causes of delay. District will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, the facts justify such an extension. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Architect for extensions of time shall be an extension of the performance time at no cost to the District. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Architect make an application for an extension of time, Architect shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Architect Services. Architect shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.9 Additional Architect Services. At District's request, Architect may be asked to perform services not otherwise included in this Agreement, and not included within the basic services listed in Exhibit "A" attached hereto. As used herein, "Additional Services" mean: (1) any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary for the Architect to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Architect shall not perform, nor be compensated for, Additional Services without prior written authorization from District and without an agreement between the District and Architect as to the compensation to be paid for such services. District shall pay Architect for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Architect pursuant to the indemnification provision of this Agreement. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Architect was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above.

3.10 District Responsibilities. District's responsibilities shall include the following:

3.10.1 Data and Information. District shall make available to Architect all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the District shall provide the Architect with a preliminary construction budget ("District's Preliminary Construction Budget"). As indicated in Exhibit "B" attached hereto, the District's Preliminary Construction Budget shall be used to estimate the Architect's Total Compensation for the Project, subject to change as provided in Exhibit "B" attached hereto.

3.10.2 Project Survey. If required pursuant to the scope of the Project and if requested by Architect, District shall furnish Architect with, or direct Architect to procure at District's expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.10.3 Inspector of Record. Appoint and pay, upon mutual agreement with Architect, an Inspector of Record as provided by state law. The Inspector of Record shall be qualified and approved by Architect and by the Division of State Architect, shall be under direction of the Architect, and shall be responsible to, and act in accordance with, the policies of District. The Inspector of Record shall be compensated by the District and shall be under direct contract with the District. The construction administration by Architect and its engineers or other consultants shall complement the continuous personal supervision of the Inspector of Record.

3.10.4 Bid Phase. Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.10.5 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.10.6 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection, as required by Title 21 of the California Code of Regulations, or to conduct any other environmental or hazardous materials testing and inspection pursuant to any other applicable laws, rules or regulations.

3.10.7 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.10.8 District's Representative. Designate a person to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall

be authorized to act as liaison between Architect and District in the administration of this Agreement and the Construction Documents, and shall have the power to act on behalf of the District for all purposes under this Agreement. Such person shall assist Architect in observing construction of the Project and participating in the preparation of the Punch List Items required by Exhibit "A" attached hereto. District may designate new and/or different individuals to act as District's Representative from time to time. The District's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services, as provided in the excusable delay provisions of this Agreement above.

3.10.9 Review and Approved Documents. Review all documents submitted by Architect, including change orders and other matters requiring approval by the District's Governing Board or other officials. District shall advise Architect of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.11 Compensation.

3.11.1 Architect's Compensation for Basic Services. District shall pay to Architect, for the performance of all Services rendered under this Agreement, the total amount identified in Exhibit "B" ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement pursuant to Exhibits "A" and "B" attached hereto, shall constitute complete and adequate payment for the Services provided under this Agreement.

3.11.2 Payment for Additional Services. Additional Services may be authorized pursuant to the applicable provisions of this Agreement. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. Architect shall be paid for Additional Services, as defined by this Agreement, so long as they have been approved in advance by the District. If District requires Architect to hire consultants to perform any Additional Services, Architect shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. District shall have the authority to review and approve the rates of any such consultants. In addition, Architect shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.11.3.

3.11.3 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Architect shall not be reimbursed for any expenses unless authorized in writing by District, which approval may be evidenced by inclusion in Exhibit "C" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Architect in the interest of the Project. Architect shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town

travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs not described in Exhibit "C"; and (5) other costs, fees and expenses not described in Exhibit "C".

3.11.4 Payment to Architect. Architect's compensation and reimbursable expenses shall be paid by District to Architect monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" and the compensation rates indicated in Exhibit "C" attached hereto and incorporated herein by reference. In order to receive payment, Architect shall present to District an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Architect shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in monthly installments, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Architect shall present to District an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Architect shall be compensated as set forth in the termination provision herein.

3.11.5 Withholding Payment to Architect. The District may withhold payment, in whole or in part, to the extent reasonably necessary to protect the District from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligence, recklessness, or willful misconduct of Architect not to exceed 150% of such claim. Failure by District to deduct any sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the District, incurred by the District for which Architect is liable under the Agreement or state law. Payments to the Architect for compensation and reimbursable expenses due shall not be

contingent on the construction, completion or ultimate success of the Project. Payment to the Architect shall not be withheld, postponed, or made contingent upon receipt by the District of offsetting reimbursement or credit from parties not within the Architect's reasonable control.

3.11.6 Prevailing Wages. Architect is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Architect agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. District shall provide Architect with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Architect shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Architect's principal place of business and at the Project site. Architect shall indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure of the Architect or its consultants to comply with the Prevailing Wage Laws.

3.11.7 DIR Registration. If any portion of the services provided by Architect are classified as "public works" under the Labor Code, then in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, the Architect and all applicable subcontractors/subconsultants must be registered with the Department of Industrial Relations ("DIR"). Architect and all such subcontractors/subconsultants shall maintain registration for the duration of the project and require the same of any other subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Architect's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of certified payroll records directly to the DIR.

3.12 Notice to Proceed. Architect shall not proceed with performance of any Services under this Agreement unless and until the District provides a written notice to proceed.

3.13 Termination, Suspension and Abandonment.

3.13.1 District's Termination for Convenience. District hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Architect shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Architect shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by District as a result of the default, if any, by Architect. If District suspends, abandons, or terminates this Agreement without cause, District shall pay Architect's reasonable direct Project-related costs incurred in suspending or

terminating services. Upon the District's request and authorization, Architect shall perform any and all additional Services necessary to wind up the work performed to the date of suspension, abandonment or termination. Architect hereby expressly waives any and all claims for damages or compensation arising under this Section, except as set forth herein, in the event of such suspension, abandonment or termination.

3.13.2 Architect's Termination for Cause. This Agreement may be terminated by the Architect upon fourteen (14) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Architect shall be compensated for services completed to the date of termination, together with compensation for such Additional Services performed after termination which are authorized by the district to wind up the work performed to the date of termination. Upon the District's request and authorization, Architect shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

3.13.3 District's Suspension of Work. If Architect's Services are suspended by District, District may require Architect to resume such Services within ninety (90) days after written notice from District. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the District and Architect.

3.13.4 Documents and Other Data. Within seven (7) calendar days following suspension, abandonment or termination of this Agreement, Architect shall provide to District all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which District would have been entitled at the completion of Architect's Services under this Agreement. Upon payment of the amount required to be paid to Architect pursuant to the termination provisions of this Agreement, District shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Architect under this Agreement. In the event of a dispute regarding the amount of compensation to which the Architect is entitled under the termination provisions of this Agreement, Architect shall provide all Project Documents to District upon payment of the undisputed amount. Architect shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. Architect shall make such documents available to District without additional compensation other than as may be approved as a reimbursable expense.

3.13.5 Employment of other Architects. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.14 Ownership and Use of Documents; Confidentiality.

3.14.1 Ownership. For the purposes stated in California Education Code section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of

working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of District. Although the official copyright in all Project Documents shall remain with the Architect or other applicable subcontractors or consultant, the Project Documents shall be the property of District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Architect shall provide to District copies of all Project Documents required by District. In addition, Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, and shall make copies available to District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Architect shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.14.2 Right to Use. Architect grants to District the right to use and reuse all or part of the Project Documents, at District's sole discretion and with no additional compensation to Architect, for the following purposes:

- (A) The construction of all or part of this Project;
- (B) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;

District is not bound by this Agreement to employ the services of Architect in the event such documents are used or reused for these purposes. District shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Architect or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit District's right to recover for latent defects or for errors or omissions of the Architect.

Any use or reuse by District of the Project Documents on any project other than this Project without employing the services of Architect shall be at District's own risk. If District uses or reuses the Project Documents on any project other than this Project, it shall remove the Architect's seal from the Project Documents and hold harmless Architect and its officers, directors, agents and employees from claims arising out of the use or re-use of the Project Documents on such other project.

Architect shall not be responsible or liable for any revisions to the Project Documents made by any party other than the Architect, a party for which the Architect is legally responsible or liable, or anyone approved by the Architect.

3.14.3 License. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights

therein. Architect shall require any and all subcontractors and consultants to agree in writing that District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.14.4 Right to License. Architect represents that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Architect prepares or causes to be prepared pursuant to this Agreement. Architect shall indemnify and hold District harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Architect makes no such representation in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Architect and provided to Architect by District.

3.14.5 Confidentiality. All Project Documents, either created by or provided to Architect in connection with the performance of this Agreement, shall be held confidential by Architect to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of District, be used or reproduced by Architect for any purposes other than the performance of the Services. Architect shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Architect which is otherwise known to Architect or is generally known, or has become known, to the related industry shall be deemed confidential. Architect shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of District.

3.15 Indemnification. To the maximum extent permitted by law, Architect shall, indemnify and hold District, its directors, officials, officers, employees free and harmless from, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, arising out of the negligent acts, errors, or omissions, or willful misconduct of Architect, its officials, officers, employees, and consultants in the performance of the Services, under this Agreement, including reasonable attorneys fees, expert witness fees, and other related costs and expenses of defense. Architect shall reimburse District for the cost, of any settlement paid by District arising out of any such claims, demands, causes of action, costs, expenses, liabilities, losses, damages, injuries, to the extent that the Architect is responsible for such damages, liabilities and costs on a comparative basis of fault between the Architect and the District. The Architect shall not be obligated to indemnify and reimburse the District for the District's own negligence, or for the negligence of others.

3.15.A Cooperation. In any suit in which the District, or the Architect, or both, are defendants or co-defendants to a Third Party, the Parties shall cooperate in defending the suit by making available such personnel as reasonably necessary to assist the defense. Each Party shall compensate the other Party and its consultants for any costs incurred related to such cooperation should any costs be in addition to costs for each Party's own defense.

3.16 Insurance.

3.16.1 Time for Compliance. Architect shall not commence Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In the event Architect fails to provide or maintain all required insurance, District may, in its sole discretion, obtain such insurance and deduct the amount therefor from the Total Compensation.

3.16.2 Minimum Requirements. Architect shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from the negligent performance of the Agreement by the Architect, its officials, officers, employees or subconsultants. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001; (3) Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) Professional Liability: Coverage which is appropriate to the Architect's profession, or that of its consultants.

(B) Minimum Limits of Insurance. Coverages shall provide limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; (3) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) Professional Liability: Not less than \$1,000,000 per claim.

3.16.3 Professional Liability. Architect and its consultants shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall include limited contractual liability, as provided in such policies.

3.16.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Architect shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the performance of the Agreement by the Architect, its officials, officers, agents,

representatives, employees ; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of the Architect's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto hired or borrowed by the Architect or for which the Architect is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of the Architect's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Architect.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees and agents.

3.16.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

3.16.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District.

3.16.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District.

3.16.8 Verification of Coverage. Architect shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided

by the District, if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.16.9 Consultant Insurance Requirements. Architect shall not allow any of its architects, engineers, experts or other consultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. If requested by Architect, District may approve different scopes or minimum limits of insurance for particular architects, engineers, experts or other consultants. Unless otherwise approved by the District, the architects, engineers, experts and other consultants shall comply with each and every provision of this Section.

3.17 Records. Architect shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Architect shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Architect shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement and District shall compensate Architect and its consultants for any costs incurred related to this inspection should inspection occur after project close-out.

3.18 Standardized Manufactured Items. Architect shall cooperate and consult with District in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to District's criteria to the extent such criteria do not interfere with building design.

3.19 Limitation of Agreement. This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other District site, will be covered by, and be the subject of, a separate Agreement for architectural services between District and the architect chosen therefor by District.

3.20 Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.

3.21 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Architect shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

3.22 Asbestos Certification. Architect shall certify to District, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material

or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Architect prepares for the Project. Architect shall require all consultants who prepare any other documents for the Project to submit the same written certification. Architect shall also assist the District in ensuring that contractors provide District with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Architect shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.23 Disabled Veteran Business Enterprise Certification. If required for this Project, Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement. If Architect fails to comply with this requirement, the Agreement shall be deemed canceled.

3.24 No Third Party Rights. This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.25 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Diego County.

3.26 Entire Agreement. This Agreement, with its exhibits, contains the entire agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

3.27 Exhibits and Recitals. All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.28 Severability. Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.29 Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

3.30 Safety. Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, appropriate to the nature of the work and

the conditions under which the work is to be performed. Architect is not responsible for construction means, methods, or jobsite safety.

3.31 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

DISTRICT:

Cardiff School District

1888 Montgomery Ave.

Cardiff by the Sea, CA 92007

Attn: Ms. Jill Vinson

ARCHITECT:

Studio E Architects

2258 First Avenue

San Diego, CA 92101

Attn.: Mr. Eric Naslund

Such notice shall be deemed made when personally delivered or when mailed, two (2) business days after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.32 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other reasonable costs of such action, including expert witness fees and expenses.

3.33 Timeliness. Architect shall perform all services in a timely manner.

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

3.35 Prohibited Interests.

3.35.1 Solicitation. Architect maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Architect, to solicit or secure this Agreement. Further, Architect warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Architect, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability.

3.35.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.36 Equal Opportunity Employment. Architect represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Architect shall also comply with all relevant provisions of District's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.37 Labor Certification. By its signature hereunder, Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.38 Fingerprinting Requirements. Unless exempted, Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. To this end, the Architect and its consultants must provide for the completion of the certification form attached hereto as Exhibit "D" and incorporated herein by reference prior to any of the Architect's employees, or those of any other consultants, coming into contact with the District's pupils.

3.39 Subcontracting. As specified in this Agreement, Architect shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.40 Supplemental Conditions. Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.41 Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

CARDIFF SCHOOL DISTRICT

By: _____ Date:

Name: Ms. Jill Vinson

Title: Superintendent

Attest: _____

Title:

Studio E Architects

By: _____ Date:

Name: Mr. Eric Naslund

Title: Principal

Attest: _____

Title:

EXHIBIT "A"

ARCHITECT'S SCOPE OF SERVICES

Reference "Proposal for Architectural Services" dated May 6, 2022 for additional Scope of Services pertinent to this phase of the project. (Attached)

1. GENERAL REQUIREMENTS.

1.1 Basic Services. Architect agrees to perform all the necessary professional architectural, landscape architectural, interior design, engineering (e.g. civil, mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services), food service and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein.

1.2 Exclusions from Basic Services. The following services shall be excluded from the basic services listed above: [INSERT LIST OF EXCLUDED SERVICES].

1.3 Additional Services. Architect shall perform the following Additional Services for the Project:

The Architect shall perform additional services under this Agreement only if said services are authorized in advance in writing by the District. Any additional services not specifically listed within this Agreement, if required, shall be identified and compensated in accordance with Exhibit "C" and attached to this Agreement.

- A. Supervision of repair of damage to the Project not resulting from fault of the Architect.
- B. The selection by Architect, at the District's request, of movable furniture, equipment, or articles which are not included in the construction contract.
- C. The preparation of measured drawings of pre-existing structures as authorized by the District unless specifically included in scope of work and fee in Exhibit "C".
- D. The additional services caused by the delinquency or insolvency of the contractor.
- E. If directed or requested in writing by the District, the employment of special consultants, the preparation of special delineation of models, and overtime work by the Architect's employees, except as otherwise required by this contract.

F. Providing contract administration services after the construction contract time has been exceeded through no fault of the Architect where it is determined that the fault is that of the contractor and liquidated damages are collected therefor.

1.4 Cooperation and Communication with District. Architect shall cooperate and participate in consultations and conferences with District, District's consultants, authorized representatives of District, and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the District. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor's warranty period. Architect shall take direction only from the District's Representative, or any other representative specifically designated by the District for this Project, including the Bond Program Manager hired by the District.

1.5 Coordination and Cooperation with Lease Leaseback Entity. The District may hire a Lease Leaseback (LLB) entity to administer pre-construction services and coordinate all or any part of the construction. If the District does so, it shall provide a list of pre-construction services to be performed by the LLB entity so that the Architect will be fully aware of the duties and responsibilities of the LLB entity. The Architect shall cooperate with the LLB entity and respond to any requests or directives authorized by the District to be made or given by the LLB entity. The Architect shall request clarification from the District in writing if the Architect should have any questions regarding the authority of the LLB entity.

1.6 Construction Cost Estimating. NA

1.7 Project Schedule. NA

1.8 Design Phasing/Fee. NA

2. CONCEPTUAL PLANNING PHASE.

NA

3. SCHEMATIC PLAN PHASE.

NA

4. DESIGN DEVELOPMENT PHASE.

NA

5. FINAL WORKING DRAWINGS AND SPECIFICATIONS.

NA

6. CONSTRUCTION CONTRACT DOCUMENTS.

NA

7. BID PHASE.

NA

8. CONSTRUCTION PHASE.

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

8.1 Observation. The Project Architect shall observe work executed from the Final Working Drawings and Specifications in person, provided that District may, in its discretion, consent to such observation by another competent representative of Architect.

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

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

8.4 Site Visits of Contractor's Work. Architect shall conduct site visits to observe each contractors' work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, according to the District's sole discretion, but in no event less than weekly.

8.5 Site Visits of Inspector's Work. Architect shall conduct site visits to communicate and observe the activities of the Project inspectors, including the Inspector of Record. Such site visits shall be conducted as often as is mutually acceptable to Architect and District. Architect shall direct the Project inspectors and the Project contractors, and shall coordinate the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.

8.6 Coordination of Architect's Consultants. Architect shall cause all architects, engineers and other consultants, as may be hired by Architect or District, to observe the work completed under

their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.

8.7 Reports. Architect shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services, the County in which the Project is located, the City in which the Project is located or any other appropriate federal, state, regional or local regulatory bodies.

8.8 Construction Meetings and Minutes. Architect shall attend all construction meetings and provide written reports/minutes to the District after each construction meeting in order to keep District informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the District's sole discretion, but no less than weekly.

8.9 Written Reports. Architect shall make written reports to District as necessary to inform District of problems arising during construction, changes contemplated as a result of each such problems, and progress of the Project work. The Architect shall not have control over the acts or omissions of the contractors, subcontractors or their agents or employees, or of any other persons or entities performing or supplying portions of the work which were not employed or hired by Architect. The contractor shall not be relieved of its obligation to perform the work in accordance with the Contract Documents either by activities or duties of the Architect, or by tests, inspections or approvals required or performed by persons other than the contractor.

8.10 Written Records. Architect shall keep accurate written records of the progress and quality of the Project work and the time schedules, and shall advise the contractors and District of any deviations from the time schedule which could delay timely completion of the Project.

8.11 Material and Test Reports. Architect shall check and process, in a timely manner, all required material and test reports for the Project work. In addition, Architect shall provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors, District and federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies.

8.12 Review and Response to Submissions. Architect shall review and respond, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, change requests, and other submissions of the contractor and subcontractors for compliance with, or alterations and additions to, the Construction Documents. Architect's review and response shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work. Submission requests which involve more work or time than is normally required for routine submissions, as mutually determined by the Parties, may be the subject of additional compensation as Additional Services.

8.13 Rejection of Work. Architect shall promptly reject, as discussed with District, work or materials which do not conform to the Construction Documents. Architect shall immediately notify the District and contractor(s) of such rejections. Architect shall also have the authority to recommend to the District that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed.

8.14 Substitutions. Architect shall consult with District, in a timely manner, with regard to substitution of materials, equipment and laboratory reports thereof, prior to the District's final written approval of such substitutions. Architect's consultation shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work. Substitution requests which involve more work or time than is normally required for routine substitutions, as mutually determined by the Parties, may be the subject of additional compensation as Additional Services.

8.15 Revised Documents and Drawings. Architect shall prepare, at no additional expense to District, all documents and/or drawings made necessary by errors and omissions in the originally approved Construction Documents.

8.16 Change Requests and Material Changes. Architect shall evaluate and advise District, in a timely manner and in writing, of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. Architect shall provide the District with its opinion as to whether such change requests should be approved, denied or revised. If the District has not hired a construction manager or other person to do so, the Architect shall prepare and execute all change orders and submit them to the District for authorization. If the District has designated a construction manager or other person to prepare all change orders, the Architect shall review all change orders prepared by such person, execute them and deliver them to the District for authorization if they meet with the Architect's approval, or submit them to the District with recommendations for revision or denial if necessary. Architect shall not order contractors to make any changes affecting the contract price without approval by District of such a written change order, pursuant to the terms of the Construction Documents. Architect may order, on its own responsibility and pending the District's Governing Board approval, changes necessary to meet construction emergencies, if written approval of District's Representative is first secured. Architect may also authorize minor changes in the work, pending District's approval, so long as such changes are not inconsistent with the intent of the Construction Documents and do not involve an adjustment in the contract sum or an extension of the contract time.

8.17 Applications for Payment. Architect shall examine, verify and approve contractor's applications for payment, and shall issue certificates for payment in amounts approved by the Project Inspector of Record or the District's Representative, based on the Architect's observations at the site. The issuance of a certificate for payment shall not be a representation that the Architect has: (1) made exhaustive or continuous on site inspections of the work for which payment is sought; (2) reviewed construction means, methods, techniques, sequences or procedures for the work for which payment is sought; (3) ascertained how and for what purpose

the contractor has used money previously paid; or (4) certified that the work for which payment is sought is without defects.

8.18 Final Color and Product Selection. Architect shall coordinate final color and product selection with District's original design concept.

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

8.20 Punch List. After determining that the Project is substantially complete, Architect shall participate in the inspection by the IOR of the Project and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project, including those identified on the punch list prepared by the contractor ("Punch List Items"). Architect shall notify contractor in writing that all Punch List Items must be corrected prior to final acceptance of the Project and final payment. Architect shall also notify District of all Punch List Items.

8.21 Warranties. Architect shall review materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners' manuals, instruction books, diagrams, record "as built" drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. Architect shall coordinate and provide these materials to the District.

8.22 Certificate of Completion. Architect shall participate in any further inspections of the Project necessary to issue Architect's Certificate of Completion and final certificate for payment.

8.23 Documents for Project Close-Out. Architect shall cause all other architects, engineers and other consultants, as may be hired by Architect, to file any and all required documentation with the District or other governmental authorities necessary to close out the Project. Architect shall assist the District in obtaining such documentation from all other architects, engineers, or other consultants.

9. PROJECT CLOSEOUT.

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

9.1 Record Drawings and Specifications. Not later than thirty (30) days after substantial completion of the Project, Architect shall review and forward the Final Working Drawings and Specifications, indicating on them all changes made by change orders or otherwise pursuant to the Construction Documents, as well as all information called for on the specifications, thus producing a "record" set of Final Working Drawings and Specifications ("Record Drawings and Specifications"). The Record Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project. Architect shall personally review and certify that the Record Drawings and

Specifications are a correct representation of the information supplied to Architect by the Inspector of Record, the contractor and any other entity authorized by District, and shall obtain certifications from the Inspector of Record and the contractor that the drawings are correct.

9.2 Approval. Once District provides Architect with specific written approval of the Record Drawings and Specifications, Architect shall forward to District the complete set of original Record Drawings and Specifications or a complete set of reproducible duplicate Record Drawings and Specifications. The reproducible duplicate Record Drawings and Specifications shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

9.3 Project Closeout with Division of State Architect (DSA). Not later than thirty (30) days after substantial completion of the Project, before receipt of Project Closeout fee, Architect shall obtain final project closeout certification from the DSA. This Project Closeout certification shall confirm all issues related to the design and construction are approved by the DSA and no issues remain unresolved.

9.4 Documents for Final Payment. Prior to the receipt of Architect's final payment, Architect shall forward to District all of the following: (1) one clear and legible set of reproductions of the computations; (2) the original copy of the specifications; (3) the Record Drawings and Specifications as required herein; (4) the final verified progress report required pursuant to Title 24 of the California Code of Regulations; (5) Architect's Certificate of Completion; and (6) Project Closeout by the DSA. All documents shall be provided to District on USB flash drive along with one printed copy.

10. WARRANTY PERIOD.

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

10.1 Advice. Architect shall provide advice to District on apparent deficiencies in the Project during any applicable warranty periods for the Project.

EXHIBIT "B"

FEE AND PHASING/FUNDING SCHEDULES

Reference "Proposal for Architectural Services" dated May 6, 2022 for additional Fee pertinent to this phase of the project. (Attached)

1. Fee Schedule. The Architect and District agree to a not to exceed total fixed fee of \$97,380 as identified below.

1.1 Phase 1: Project Re-Start & Design Modifications. The Architect's Fee shall be a not to exceed fixed fee of \$12,450.

1.2 Phase 2: Construction. The Architect's Fee shall be a not to exceed fixed fee of \$68,520. This fee shall be in addition to any fee remaining from the contract dated June 1, 2017 between District and Architect.

1.3 Phase 3: Project Closeout. The Architect's Fee shall be a not to exceed fixed fee of \$16,410. This fee shall be in addition to any fee remaining from the contract dated June 1, 2017 between District and Architect.

EXHIBIT "C"

COMPENSATION RATES AND REIMBURSABLE EXPENSES

1. Hourly Compensation Rates.

HOURLY RATES

Principal \$250

Project Manager / Lead Designer \$210

Project Architect / Designer \$180

Job Captain \$150

BIM Technician \$115

Design Support \$105

These are the current hourly rates effective September 2022 through September 2024. Increases in the above hourly rates shall be made only by an authorized amendment to this Agreement.

2. Reimbursable Expenses.

[INSERT AUTHORIZED REIMBURSABLE EXPENSES AS NEGOTIATED]

3. Additional Services.

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

4. Additional Consultants.

If District requires Architect to hire consultants to perform any Additional Services, Architect shall be compensated at the consultant's actual hourly rates plus a ten percent (10%) coordination fee. District shall have the authority to review and approve the rates of any such consultants.

EXHIBIT "D"

PROPOSAL FOR ARCHITECTURAL SERVICES

The attached proposal dated, May 6, 2022, further defines the scope and fee for the completion of the Building L phase of the Project, which is the final phase of the Project.